

**THIRD AMENDMENT
TO
MASTER SERVICES AGREEMENT
(with Threads™ Use Agreement incorporated)**

This **THIRD AMENDMENT** ("Third Amendment") is effective as of the last date signed by a party ("Third Amendment Effective Date") and amends and supplements that certain Master Services Agreement with an Effective Date of November 27, 2006 ("Agreement") by and between the Orleans Parish Sheriff's Department ("Customer") and Securus Technologies, Inc. f/k/a Evercom Systems, Inc.¹ ("Provider").

WHEREAS, Customer desires and Provider agrees to extend the Initial Term, increase commissions and call storage duration, and add THREADS™.

NOW, THEREFORE, as of the Third Amendment Effective Date and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **TERM**. Paragraph 4 will be deleted in its entirety and replaced with the following:

4. **Term**. The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on November 30, 2013. Thereafter, unless one party delivers to the other written notice of non-renewal at least 90 days prior to the end of the then current term, this Agreement shall automatically renew for successive periods of 1 year each. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

2. **COMMISSION INCREASE AND ADVANCE**. Notwithstanding anything to the contrary in the Agreement, as of the Third Amendment Effective Date, commissions paid pursuant to this Agreement shall be increased to 74.5%. In addition, within 30 days of the Third Amendment Effective Date, Provider will advance Customer \$1,000,000 until it is paid in full. If this Agreement is terminated for any reason before the end of the Initial Term, Customer will reimburse the difference within 10 days of the date of termination.
3. **CALL STORAGE**. Notwithstanding anything to the contrary in the Agreement, as of the Third Amendment Effective Date, storage of call recordings will be increased to 5 years.
4. **THREADS™**. In addition to the Applications currently offered under the Agreement, Provider will implement THREADS™ pursuant to the terms and conditions outlined in the THREADS™ Use Agreement appearing hereinbelow and made a part of this Third Amendment

DESCRIPTION:

The THREADS™ application allows authorized law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. THREADS™ has three main components: data analysis, data review, and data import. In addition, THREADS™ offers an optional "community" feature, which allows member correctional facilities to access and analyze corrections communications data from other corrections facilities within the community and data imported by other community members.

Customer's use of THREADS™ is governed by and conditioned upon execution of the THREADS™ Use Agreement appearing hereinbelow in this Third Amendment. The obligations set forth therein are in addition to and not in lieu of the terms and conditions in the Agreement. In the event of a conflict between the Agreement and the terms of the THREADS™ Use Agreement, however, the THREADS™ Use Agreement shall prevail.

WORKSTATION REQUIREMENTS:

¹ Evercom Systems, Inc. has changed its name to Securus Technologies, Inc.

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WORKSTATION REQUIREMENTS	
Processor	2 gigahertz (GHz) or higher processor
Operating System	Windows XP*, Windows Vista, Windows 7
Browser	Internet Explorer 8 or newer
Memory	At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory
Drive	CD-RW or DVD-RW drive
Display	Super VGA (1,024 x 768) or higher resolution video adapter
Peripherals	Keyboard and Microsoft Mouse or compatible pointing device
Internet	High speed internet access (dial up is not supported)
Installed Software	Microsoft Silverlight 4.0 or newer Microsoft .NET Framework 4 Adobe Reader 9.5 or newer Microsoft Office Excel Viewer Quick Time 7 or newer Windows Media Player Antivirus WinZip or other zip utility

**XP Media center edition not supported*

OPTIONAL COMMUNITY FEATURE:

Customer has elected to opt in to the community feature. The community feature allows authorized users access to analyze communications data generated from other corrections facilities within the community, as well as any data imported or added by other authorized community members. Customer acknowledges and understands that data from its facility or facilities will be made available to the community for analysis and review.

[Continued on pg. 3 - THREADS™ Use Agreement]

THREADS™ USE AGREEMENT

This THREADS™ Use Agreement is by and between the Orleans Parish Sheriff's Department ("Customer") and Securus Technologies, Inc., ("we," "us," or "Provider") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The obligations set forth herein are in addition to and not in lieu of the terms and conditions of the Agreement, which are incorporated herein by reference. This THREADS™ Use Agreement shall be effective as of the last date signed by either party and shall be coterminous with the Agreement.

1. COMPLIANCE WITH APPLICABLE LAWS. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the THREADS™ application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use of the THREADS™ application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the THREADS™ application.

2. SECURITY. Customer acknowledges that the information available through the THREADS™ application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to THREADS™ to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the THREADS™ application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the THREADS™ application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the THREADS™ application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. PERFORMANCE. Customer understands and acknowledges that all information used and obtained in connection with the THREADS™ application is "AS IS." Customer further understands and acknowledges that THREADS™ uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the THREADS™ application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the THREADS™ application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of the features that are currently part of the THREADS™ application. Moreover, if Provider determines in its sole discretion that the THREADS™ application and/or Customer's use thereof (1) violates the terms and conditions set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined, Provider may, upon written notice, immediately terminate Customer's access to the THREADS™ application and shall have no further liability or responsibility to Customer with respect thereto.

4. WARRANTIES/LIMITATION OF LIABILITY. Provider shall have no liability to Customer (or to any person to whom Customer may have provided data from the THREADS™ application) for any loss or injury arising out of or in connection with the THREADS application or Customer's use thereof. If, notwithstanding the foregoing, liability can be imposed on Provider, Customer agrees that Provider's aggregate liability for any and all losses or injuries arising out of any act or omission of Provider in connection with the THREADS™ application, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed \$100.00. Customer covenants and promises that it will not seek to recover from Provider an amount greater than such sum even if Customer was advised of the possibility of such damages. PROVIDER DOES NOT MAKE AND HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE THREADS™ APPLICATION. PROVIDER DOES NOT GUARANTEE OR WARRANT THE

CORRECTNESS, COMPLETENESS, LEGALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THREADS™ APPLICATION OR INFORMATION OBTAINED IN CONNECTION THEREWITH. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, INCURRED BY CUSTOMER FROM RECEIPT OR USE OF INFORMATION OBTAINED IN CONNECTION WITH THE THREADS™ APPLICATION OR THE UNAVAILABILITY THEREOF.

5. INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless Provider from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to Customer's use of the THREADS™ application or information obtained in connection therewith.


All terms and conditions of the Agreement not amended by this Third Amendment remain in full force and effect.


All capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the Third Amendment Effective Date by their duly authorized representatives.

ORLEANS PARISH SHERIFF'S DEPARTMENT

SECURUS TECHNOLOGIES, INC.

By: 
Name: MARLIN N. GUSMAN
Title: Sheriff
Date: 11/05/2012

By: 
Name: Robert Pickens
Title: Chief Operating Officer
Date: 11-19-12

Please return signed amendment to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator

Phone: (972) 277-0300

