

Master Services Agreement
OKLAHOMA COUNTY CRIMINAL JUSTICE AUTHORITY, OK

This Master Services Agreement (this "Agreement") is by and between Oklahoma County Criminal Justice Authority, OK ("Customer") and Securus Technologies, LLC ("Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) between the parties and is effective as of the last date signed by either party (the "Effective Date").

WHEREAS, the parties agree that Provider will deploy certain products and services according to the terms and conditions herein and in the attached Schedule(s), which are incorporated by reference.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which Provider will provide certain software, hardware, systems, and services (collectively, the "Application(s)") to Customer. Additional Application-specific terms and conditions are stated in one or more schedules to this Agreement (the "Schedule(s)"), which are incorporated herein by this reference and subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the Schedule will govern. The Applications include any incremental upgrades, modifications, updates, and additions to existing features that Provider may implement in its discretion, but do not include additional features or significant enhancements to existing features. If Applications are provided by subsidiaries or affiliates of Provider, the terms of this Agreement apply with equal effect to those parties.
2. **Term.** The Agreement begins on the Effective Date and ends 12 months thereafter (the "Initial Term"). Unless one party delivers to the other written notice of non-renewal at least 90 days before the end of the then current term, this Agreement will automatically renew for successive periods of 12 months each. The terms and conditions of this Agreement will continue to apply for so long as Provider continues to provide the Applications to Customer after the expiration or earlier termination of this Agreement.
3. **Compensation and Cost.** The compensation and cost for each Application, if any, is stated in the Schedules. Prices and costs are exclusive of any taxes, tariffs, or fees. If applicable, for Applications paid for via commission deductions, in any given month, if commissions earned are less than the Application's monthly cost, then Customer may be sent an invoice for the remaining amount. Unless stated otherwise in a Schedule, all invoices will be due and payable within 30 days after the invoice date. Provider reserves the right to charge interest on overdue invoices at the lower of (a) 15% per annum or (b) the maximum rate allowed by law, and to deduct any unpaid invoice balance plus any accrued interest from any amounts owed to Customer by Provider until Provider is paid in full. To the extent permitted by applicable law and regulation, Provider reserves the right to increase the prices described in the Agreement on an annual basis by the percentage increase in consumer prices for services during the applicable trailing 12-month period as measured by the United States Consumer Price Index or a similar index should such index no longer be published. Notwithstanding the foregoing limitation on price increases, Provider reserves the right to increase prices upon 30 days' notice in the event of a cost increase that exceeds 3% of Provider's current costs directly related to the provision of Applications under this Agreement.
4. **Ownership of Applications and Grant of License to Customer.** Other than as specifically set forth in the Agreement, Provider does not grant or otherwise convey any license or other ownership right in or to the Applications or any technology, data, or intellectual property rights associated with the Applications. Provider grants Customer a personal, limited, non-exclusive, non-transferable license (without the right to sublicense) to access and use the Applications solely as contemplated by the Agreement (the "Customer License").
5. **Additional Terms of Customer License.** In connection with the Customer License, Customer agrees that (a) it will not resell, assign, or otherwise transfer the Applications or any portions thereof; (b) it will only use the Applications for lawful purposes and will not transmit, retransmit, or store material associated with the Applications in violation of any federal or state laws or regulation; (c) it will not provide access to the Applications to third parties without Provider's knowledge; (d) it will not connect the Applications to any products that Provider did not furnish or approve in writing;

altered in any way. Customer will be charged for repair costs incurred due to Breakage, up to the amount of replacement of the Hardware. Such charges will be invoiced to the Customer. When express warranties are applicable, Provider will replace the Hardware at no cost, which is Customer's sole remedy in connection with a claim pursuant to this section.

- c. Express Warranty for Services provided. Provider warrants that the Services will be performed in a good and workmanlike manner consistent with industry standards and practices. Provider warrants that its agents and/or employees used in the performance of its obligations will be qualified to perform the Services. Should any errors or omissions arise in the rendering of the Services under this Agreement, Provider will undertake to correct such errors or omissions within a reasonable time period and in compliance with the Service Level Agreement terms stated in the Section immediately below.
- d. Disclaimer of Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION OR A SCHEDULE OF THIS AGREEMENT, THE HARDWARE AND SERVICES ARE PROVIDED "AS IS" AND PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND NONINFRINGEMENT.

10. Service Level Agreement. Provider will provide service for the Applications as specified at <https://securustechnologies.tech/servicelevelagreement/>.

11. Confidentiality. The Applications and related records and information (the "Confidential Information") will remain confidential to Provider. Customer understands and acknowledges that Provider is required by Section 222 of the Communications Act of 1934, as amended, 47 U.S.C. Section 222, to maintain the confidentiality of "Customer Proprietary Network Information", or "CPNI", which protects from disclosure consumers' sensitive personal information (including phone numbers called by a consumer; the frequency, duration, and timing of such calls; and any services purchased by the consumer). Customer will not disclose CPNI or Confidential Information to any third party without Provider's prior written consent. If Customer receives a request for disclosure of Confidential Information or CPNI pursuant to a freedom of information act or another state statute equivalent, Customer agrees to promptly notify Provider in writing so Provider may assert any rights to non-disclosure under the applicable law.

12. Defense of Claim. Customer agrees to provide prompt written notice of any claim, demand, or cause of action made or brought against Customer arising out of or related to operation of the Applications (a "Claim"). Provider has the right, in its sole and exclusive discretion, to defend any such Claim at Provider's sole cost, expense, and discretion. Customer agrees not to compromise or settle any such Claim without Provider's prior written consent. Customer acknowledges and agrees to assist Provider with the defense of any such Claim.

13. Indemnity. TO THE EXTENT LEGALLY PERMISSIBLE, EACH PARTY (THE "INDEMNIFYING PARTY") WILL INDEMNIFY THE OTHER PARTY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTY") AND HOLD THE INDEMNIFIED PARTY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, LOSSES, COSTS AND DAMAGES (INCLUDING WITHOUT LIMITATION COURT COSTS AND REASONABLE ATTORNEYS' FEES), WHICH THE INDEMNIFIED PARTY OR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES MAY INCUR OR SUFFER THAT ARE CAUSED BY THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

14. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, the non-defaulting party will give the defaulting party written notice detailing the nature of the default. If the defaulting party fails to cure its default within 30 days after receipt of such notice, the non-defaulting party will have the right to terminate this Agreement upon 30 days' written notice and to pursue all other remedies available, either at law or in equity. Notwithstanding the foregoing, the 30 day cure period will be extended to 90 days if the default is not reasonably amenable to cure within such 30 day period, but only if the defaulting party diligently pursues to cure the default in good faith during the 30 day period. Notwithstanding the foregoing, if Customer breaches its obligations in Sections 4, 5, 7, 11, 12, or 13, Provider will have the right to terminate this Agreement immediately.

15. Limitation of Liability. NEITHER PARTY WILL HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR INCOME, LOST OR CORRUPTED DATA, OR LOSS OF USE OR OTHER BENEFITS, HOWSOEVER CAUSED, EVEN IF DUE TO THE PARTY'S NEGLIGENCE, BREACH OF CONTRACT, OR OTHER FAULT, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PROVIDER'S AGGREGATE LIABILITY TO CUSTOMER RELATING TO OR ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR

failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

- f. **Parties' Relationship.** Nothing in this Agreement will be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.
- g. **Prevailing Party.** In the event of any dispute, contest, or litigation between the parties hereto (a "Dispute"), the prevailing party in such Dispute shall be fully reimbursed by the other party for all costs, including reasonable attorneys' fees, court costs, expert or consultant's fees and reasonable travel and lodging expenses, incurred by the prevailing party in its successful prosecution or defense thereof, including any appellate proceedings. As used herein, "prevailing party" includes without limitation, a party who dismisses the Dispute in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the Dispute.
- h. **Survival of Obligations.** The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, will survive such termination, cancellation, or expiration (including, without limitation, any payment obligations for services or equipment received before such termination, cancellation, or expiration).
- i. **Execution Mechanics.** Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the Applications. This Agreement may be executed in counterparts, each of which will be fully effective as an original, and all of which together will constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment will have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.
- j. **Entire Agreement / Merger Clause.** This Agreement, together with the Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

EXECUTED as of the Effective Date.

<u>CUSTOMER:</u> Oklahoma County Criminal Justice Authority, OK	<u>PROVIDER:</u> Securus Technologies, LLC
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
<u>Customer's Notice Address:</u> 201 N. Shartel Ave. Oklahoma City, OK 73102	<u>Provider's Notice Address:</u> 5360 Legacy Drive, Suite 300 Plano, Texas 75024 Attention: General Counsel
	<u>Provider's Payment Address:</u> Same Address as Above, Attention: Accounts Receivable

JPAY PAYMENT SERVICES RIDER OKLAHOMA COUNTY, OK

1. Payment Services. Provider hereby delegates any and all of the services to be provided or obligations to be performed ("Payment Services") under this JPay Payment Services Rider ("JPay Rider") to its affiliate, JPay LLC ("JPay") and Customer accepts JPay as an approved subcontractor. Customer understands and agrees that while Provider shall be responsible for the performance of JPay, JPay will provide the Payment Services. JPay shall as applicable (i) provide Customer with training, implementation, documentation, and electronic and telephonic support at JPay's expense; (ii) cause funds paid to be forwarded electronically to such account as Customer designates within two banking days after transaction authorization; and (iii) provide such other Payment Services as described herein. In the event of a conflict between the terms of this JPay Rider and the terms of the Agreement, the terms of this JPay Rider shall control.

2. Service Fees. Service Fees for Payment Services shall be as stated in Attachment "A" to this Amendment. Service Fees include all costs of providing the Payment Services. **ALL SERVICE FEES ARE NONREFUNDABLE.**

3. Reimbursement. In case of any duplicate, inaccurate, or erroneous payment by JPay to Customer, and upon notification by JPay to Customer of such duplicate, inaccurate, or erroneous payment, verification of which is provided to Customer, Customer agrees to promptly reimburse JPay for the payment.

4. Specifications. Payment Services are subject to the additional specifications stated In Attachment "B" to this Amendment. If requested, JPay shall integrate with Customer's Case Management System software provider at no charge to Customer.

5. Banking. Customer authorizes JPay to credit/debit Customer's bank account via ACH for all credit/debit card and cash payments. JPay shall assume full liability for delivery of all funds indicated in the daily payment report provided to Customer.

6. Enrollment. Customer shall complete the JPay Sign-Up Form, included as Attachment "C" hereto, and provide such other information or consents as JPay may require in order to establish the Payment Services.

7. Service Promotion. All services JPay provides under this Amendment shall be provided under the JPay brand. Customer agrees to work with JPay to promote the Payment Services through posters, flyers, and Customer's website.

8. Fraud or Forgery. If any Payer is shown to have committed fraud or forgery in utilizing the Payment Services for currency, any obligation Payer attempted to pay or deposit Payer attempted to make by such fraud or forgery shall be deemed unpaid and due or owing to Customer solely and exclusively by Payer or such deposit shall be deemed invalid, as the case may be.

9. Disputes and Chargebacks. JPay shall be responsible for handling all transaction disputes raised by Payers associated with the use of the Payment Services. JPay shall further be responsible for all chargebacks initiated not more than 180 days after the completion of a transaction. If JPay determines that a chargeback may be inappropriate, JPay expects Customer to provide reasonable assistance in any challenge JPay makes to the chargeback. JPay reserves the right to adjust service and security levels as JPay reasonably deems necessary to maintain payment security and integrity.

10. Collection. JPay is responsible for collecting deposits for Customer from the Kiosk(s) on a regular basis.

11. Disclaimers and Limitations of Liability. ALL DISCLAIMERS AND LIMITATIONS OF LIABILITY STATED IN THE AGREEMENT RELATING TO THE PERFORMANCE OF THE SERVICES UNDER THE AGREEMENT SHALL APPLY WITH EQUAL EFFECT TO JPAY AND THE PAYMENT SERVICES GENERALLY. NEITHER PROVIDER NOR JPAY GUARANTEES THAT SERVICES SHALL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. NEITHER PROVIDER NOR JPAY ACCEPTS RESPONSIBILITY FOR THE SECURITY OF DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY PROVIDER OR JPAY. PROVIDER AND JPAY LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS JPAY RIDER, PROVIDER AND JPAY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PAYMENT SERVICES. NO PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH THE SERVICES PROVIDED UNDER THIS JPAY RIDER.

12. Miscellaneous. There are no third-party beneficiaries to this JPay Rider. Any party is excused from performance under this JPay Rider and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. A waiver of any portion of this JPay Rider must be in writing and signed by the party to be charged and shall not be deemed a waiver or renunciation of any other portions. Rights and obligations

ATTACHMENT "B" – SERVICE SPECIFICATIONS

- **Payments and Deposits.** JPay kiosks enable the payment of obligations to Customer via cash or the deposit of funds to incarcerated end user trust accounts with a credit card, debit card, prepaid debit card, or cash. Card transfers can be made online at www.JPay.com, on JPay's mobile app, by phone at (800) 574-JPAY, or at any walk-in MoneyGram location.
- **Lobby Kiosk Services.** OMITTED.
- **Booking Kiosk Services.** OMITTED.
- **Debit Release Cards.** JPay will provide a debit release card program at Customer's facility where Customer can give a prepaid debit card to incarcerated end users upon release that contains their remaining trust account balance. This program will be provided in compliance with applicable law utilizing specific procedures as agreed between the parties.

ATTACHMENT "C" – CUSTOMER SIGN-UP FORM

Customer must complete this form and return it per instructions JPay provides. Customer must promptly inform JPay, through such method as JPay specifies, of changes to the information provided below, including but not limited to changes to Customer's contact information and bank account information.

Customer Information

Customer Name: Oklahoma County Criminal Justice Authority

Physical 201 N. Shartel Ave., Oklahoma City, OK 73102

Contact Name: Kok-Cheng See

Phone: (405) 504-6321 Fax: N/A

Email: Kok-Cheng.See@okcountycdc.net

Customer Bank Information

Bank Name: Bank of Oklahoma

Bank Account Name: OCCJA – Inmate Trust

Bank Account Number: 700197496

Bank Routing Number: 103900036

Bank Address: Oklahoma City, OK