



Contract Amendment

Two (2)

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor: Securus Technologies
14651 Dallas Pkwy
Sixth Floor
Dallas, TX 75254

Contract Inmate Telephone Services
Contract No. 03191-12
Effective Date 11-May-15

Awarded by Court Order No.: 2012-756-10-15

Contract Amendment Court Order No. 1: 2014-183-04-07

Contract Amendment Court Order No. 2: 2015-313-06-08

YOU ARE DIRECTED TO MAKE THE FOLLOWING AMENDMENT TO THIS CONTRACT

1. Add "THREADS" which allows law enforcement users to analyze corrections and communications data from multiple sources to generate targeted investigative leads. There will be a 1% reduction in commission once THREADS is activated. New Commission rate will be 81.1%. - See Exhibit B

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

Securus Technologies

Robert Ticken

(print name)

14651 Dallas Pkwy
Sixth Floor
Dallas, TX 75254

SIGNATURE

TITLE:

DATE:

President

4/30/15

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Michalyn Rains
Michalyn Rains, CPPD, CPPB
Purchasing Agent

DATE:

6/22/15

RECEIVED
APR 29 2015

06-22-15
251

Exhibit B: THREADS™ USE AGREEMENT

This THREADS™ Use Agreement is by and between Collin County ("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.** To the extent allowed by law, 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.

[SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED:

<u>CUSTOMER:</u> Collin County By: <u><i>Michalyn Rains</i></u> Name: <u>Michalyn Rains</u> Title: <u>Purchasing Agent</u> Date: <u>6/22/15</u>	<u>PROVIDER:</u> Securus Technologies, Inc. By: <u><i>Robert Pickens</i></u> Name: Robert Pickens Title: Chief Operating Officer Date: <u>4-24-15</u>
---	---