

**SETTLEMENT AGREEMENT AND RELEASE**

Collin County, Texas (the "County") and Securus Technologies, Inc. ("Securus") (collectively, the "Parties") hereby enter into this Settlement Agreement and Release (the "Agreement"), which shall be deemed effective as of the last date on which it is executed by all of the Parties (the "Effective Date").

**Recitals**

WHEREAS, the Parties entered into a Written Services Agreement in April 2013 (together with its amendments, the "Services Agreement");

WHEREAS, the Services Agreement was amended multiple times, including on or around June 20, 2016 (the "Fourth Amendment");

WHEREAS, after the termination of the Services Agreement, the County incurred costs in connection with auditing the amount of commissions that was paid by Securus under the Services Agreement and Fourth Amendment;

WHEREAS, after the termination of the Services Agreement, Securus independently audited the amount of commissions paid by it to the County and determined that those amounts were accurate and in accordance with the terms of the Services Agreement and Fourth Amendment, which the County does not dispute;

WHEREAS, the above paragraph notwithstanding, Securus has agreed to reimburse the County for its auditing costs;

WHEREAS, to avoid further expense, inconvenience, and delay, the Parties now desire and intend to settle, compromise, and forever dispose of any and all disputes arising out of or related to the Services Agreement and/or Fourth Amendment;

### **Mutual Covenants and Releases**

NOW, THEREFORE, in consideration of the recitals, covenants, agreements, representations, and releases contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Within thirty days after the execution of this Agreement, Securus shall pay the County \$160,000.00 (the "Settlement Sum").
2. The County hereby acknowledges that all amounts owed by Securus under the Services Agreement have been paid in full.
3. The County hereby FULLY RELEASES AND FOREVER DISCHARGES Securus (including any and all of its owners, officers, members, principles, employees, agents, parents, subsidiaries, affiliates, and assigns) of and from any and all claims, causes of action, liabilities, debts, damages, attorneys' fees, costs, interest, or other relief of whatsoever kind or character, including declaratory or injunctive relief, that the County now has or ever had against Securus, including, but not limited to, any claims based upon, arising from, referring to, or relating to the Services Agreement and/or any of its amendments (the "Disputed Claims"). This release shall also include, but not be limited to, a covenant by the County not to bring, file, or finance any suit, action, or claim in any court or forum against Securus for or based upon the Disputed Claims.
4. The Parties expressly recognize and agree that this Agreement is not and shall not be construed as an admission by Securus that it miscalculated or underpaid the amount of commissions owed to the County under the Services Agreement.
5. The Parties agree that they will maintain the existence and terms of this Agreement in the strictest confidence allowed by law and will not voluntarily disclose them to any person, except as described herein. In the event that the County is asked about Securus and/or its performance under Services Agreement, the County shall refrain from making any disparaging

remarks about Securus and shall respond only as follows: "Securus has fully and satisfactorily completed its contract with Collin County and remains a qualified bidder." Notwithstanding the foregoing, nothing in this Agreement shall prohibit or restrict the Parties from disclosing the terms of this Agreement, as necessary, to their legal, tax, accounting, auditing, financial, or other professional advisors, or as may be necessary under any law or regulation that may require the reporting of this settlement to a governmental or regulatory body or agency or as directed by court order. Further, Securus understands and acknowledges that this Agreement may be released and/or publicly disclosed in response to a lawful request made under the Texas Public Information Act and/or by subpoena.

6. Each signatory to this Agreement represents and warrants that such person is duly authorized to bind the Party for whom such person acts.

7. The Parties expressly represent and warrant that they are legally competent to execute this Agreement and that they do so of their own free will and accord, without reliance on any representation of any kind or character not expressly set forth herein.

8. The Parties acknowledge that they have consulted with and received advice from their chosen legal counsel on this matter, including as to the terms of this Agreement and the advisability of executing this Agreement. Each Party represents and warrants that it understands the legal effect and content of this Agreement, and is executing the same as its own knowing and voluntary act and deed.

9. Neither Party shall assign or sub-contract any of its rights under this Agreement, nor shall either Party delegate any of its duties hereunder, in whole or in part, without the prior written consent of the other Party hereto.

10. This Agreement and any disputes in connection with, arising from, or relating in any way to this Agreement, or its subject, formation, validity, performance, interpretation, or enforcement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, excluding the conflict of laws provisions thereof.

11. If one or more disputes arise with regard to the interpretation and/or performance of this Agreement or any of its terms or provisions, the Parties agree to use reasonable efforts to attempt to resolve those disputes prior to filing any claim or suit based thereon. In the event that a dispute regarding this Agreement results in litigation, the prevailing party in such litigation—be it a plaintiff or a defendant—shall be entitled to recover from the other its reasonable and necessary attorneys' fees and costs in connection with the litigation of that dispute, in addition to any other relief to which such prevailing party may be entitled. As used herein, "prevailing party" includes, without limitation, a party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action. Venue of any litigation shall be in Collin County, Texas.

12. This Agreement contains the full and complete understanding and agreement of the Parties with respect to the matters covered hereby, and no statements, representations, agreements, understandings, writings, or other communications made prior to the execution of this Agreement, unless expressly contained herein, shall be binding on the Parties.

13. This Agreement may not be changed, modified, or amended in any manner whatsoever except in a writing signed by all Parties.

14. This Agreement has been negotiated and prepared at the mutual request, direction, and construction of all the Parties, at arms-length, with the advice and participation of legal counsel, and will be interpreted in accordance with its terms without favor to any Party.

15. This Agreement may be executed in one or more counterparts or copies and/or on separate signature pages and/or by facsimile transmission, any or all of which, when taken together, shall be deemed an original for all purposes.

16. Should any provision of this Agreement be declared or determined to be illegal, invalid, or otherwise unenforceable, the validity of the remaining parts, terms, and provisions hereof will not be affected thereby, but such will remain valid and enforceable, with the illegal or invalid parts, terms, or provisions, deemed not to be part of this Agreement.

**REMAINDER OF PAGE INTENTIONALLY BLANK  
SIGNATURE PAGES FOLLOW**

**AGREED AND EXECUTED:**

Securus Technologies, Inc.

Collin County, Texas



By: AT

Its: CEO / President

Date: 11-7-18

By: [Signature]

Its: County Judge

Date: 11/19/18