FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **SECURUS TECHNOLOGIES, LLC**, a Delaware corporation formerly known as **SECURUS TECHNOLOGIES, INC.**, whose address is 4000 International Parkway, Carrollton, Texas 75007 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated December 12, 2017, an Amendatory Agreement dated November 27, 2018, a Second Amendatory Agreement dated April 16, 2020, and a Third Amendatory Agreement dated July 13, 2022, to provide video visitation equipment and services for certain Denver facilities (the "Agreement"); and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. Section 4 of the Agreement, titled "**TERM**," is amended to read as follows:

"**4.** **TERM**: The term of the Agreement ("Term") shall commence on June 1, 2017, and expire, unless sooner terminated, on August 31, 2024. Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the then current expiration date and the Term will extend until the work is completed or earlier terminated."

2. Subsection 5(D)(i) of the Agreement, titled "**Maximum Contract Liability**," is amended to read as follows:

"**(i)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Two Million Thirty-Two Thousand Dollars ($2,032,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

3. Section 24 of the Agreement, titled "**NO DISCRIMINATION IN EMPLOYMENT**," is amended to read as follows:

"**24.** **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts."

4. Except as amended here, the Agreement is affirmed and ratified in each and every particular.

5. This Fourth Amendatory Agreement is not effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: SHERF-202367059-04/ALF: SHERF-201734866-04
Contractor Name: SECURUS TECHNOLOGIES, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By: _____

By: _____

By: _____

Contract Control Number: SHERF-202367059-04/ALF: SHERF-201734866-04
Contractor Name: SECURUS TECHNOLOGIES, LLC

By: _____

Name: Alex Yeo
      (please print)

Title: Chief Product Officer and GM
      (please print)

(Approved by Legal — Initial & Date — JR 05/11/23)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
      (please print)