

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN
HUMBOLDT COUNTY
CALIFORNIA

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EDOVO

This Amendment (this "Amendment"), dated as of February 5, 2019 ("Effective Date") by and between Humboldt County, CA ("County"), and Jail Education Solutions, Inc. d/b/a Edovo, a Delaware corporation (hereinafter "Contractor") amends the Agreement for a Tablet Program providing inmates incarcerated at the County jail access to educational, vocational, and treatment programming through Tablet technology in a closed system environment dated April 11, 2017 (the "Agreement").

1. The amendment shall commence on the date first above written and shall expire 180 days after the date the 220 tablets are available for use by inmates throughout Humboldt County Jail (the "Extended Period").
2. The total tablets to be provided by Contractor during the Extended Period is 220. This is 140 additional tablets beyond the currently deployed 80 tablets at the County.
3. The County reserves the right to distribute the additional 140 tablets at *any* point during the Extended Period. Contractor must be notified of the distribution of the additional tablets within three (3) business days in which the 180 day period will begin (the "Expanded Program Term").
4. Edovo will coordinate the installation of the additional areas to be covered by the Edovo network: S363, S377, S385, N320, N334, N339, N219, and the Medical unit.
5. The cost of the additional installation areas shall be an upfront fee of \$21,000 to be paid upon execution of this amendment.
6. The cost of the Extended Program Term shall be \$1.25 per tablet, per day, for an additional \$50,187.50 payable in equal monthly installments of \$8,364.58, and due within 30 days from the invoice date.
7. The Compensation section of the agreement is replaced with the following:
"Edovo will invoice the County for the fixed fees of \$21,000 upon execution of this Statement of Work. Upon commencement of the Expanded Program Term, the monthly costs (licensing, connectivity, monitoring, etc) will be invoiced in advance of each month's service. If payment is not received within the 30 days of the invoice date, Edovo shall be entitled to claim interest on the overdue balance in the amount of 1% of the ending balance each month. County may not waive this late penalty."
8. At the end the Expanded Program Term, the Extended Period will continue on a month to month basis. The licensing fees will continue at \$1.50 per tablet per day for any continued use each month. County must notify Edovo 14 day in advance of deciding to discontinue the program.
9. In all other respects, the terms of the Agreement shall remain in full force and effect.
10. The business office contact for Humboldt County is reinstated as Regina Fuller.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

JAIL EDUCATION SOLUTIONS, INC d/b/a Edovo

HUMBOLDT COUNTY, CALIFORNIA

By: [Signature]

By: [Signature]

Name: David Northridge

Name: Rex Bohn

Title: EVP

Title: Chair Board of Supervisors

JAIL EDUCATION SOLUTIONS, INC d/b/a Edovo

By: [Signature]

Name: BRIAN HUI

Title: CEO