

AMENDMENT # 2 TO INMATE TELEPHONE SERVICES AGREEMENT

This Amendment # 2 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain Inmate Telephone Services Agreement, dated January 26, 2012, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation, with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (“Company”), and Western Tidewater Regional Jail Authority, with an address of 2402 Godwin Boulevard, Suffolk, VA, 23434 (“Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

WHEREAS, the Federal Communications Commission (“FCC”) issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 (“FCC Order”), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, as further provided below.

NOW, THEREFORE, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

1. On June 20, 2016, the rates and charges for interstate and intrastate inmate telephone service (“ITS”) calls and associated transaction fees (“Transaction Fees”) set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Local ITS calls, whether made using a collect, prepaid/AdvancePay™ format: \$0.1050 per minute of use.

Non-Local, IntraState ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.25 per minute of use.

InterState ITS calls made using a collect format: \$0.25 per minute of use.

InterState ITS calls, whether made using a debit or prepaid/AdvancePay™ format: \$0.21 per minute of use.

No per call, per connection, or flat-rate calling charges shall apply to interstate and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Company on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs.

Transaction Fees. Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card)	The exact fee from the third-party provider passed through directly to customer with no markup

processing, transfers from third-party commissary accounts)	
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Single-Call and Related Billing Arrangements. Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.


2. Effective from the date the ITS call rates and charges, and Transaction Fees are revised by this Amendment, the commission payable to the Department under the Agreement shall be seven cents (\$0.07) per minute on completed and billable intrastate inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed and billable minute for Intrastate calls, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider. Premise Provider shall not be owed any commission until prepaid commission advance has been satisfied and paid off by the Premise Provider. If Premise Provider's monthly commission does not equal thirty thousand dollars (\$30,000.00), Company agrees to pay the difference between the monthly commission and thirty thousand dollars (\$30,000.00).
3. Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following:
"Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an "Affiliate") without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or all of Company's assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement."
4. The following Section is hereby added to the Agreement:
"Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company's rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement."
5. The following Section is hereby added to the Agreement:
"Service Schedules. Any Affiliate may sign in its own name a schedule for the delivery of services ("Service Schedule"), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, Company shall be responsible for its Affiliates' performance pursuant to such Service Schedule."

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

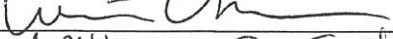
Company

Global Tel*Link Corporation

By: 
Name: Jeffrey B. Haidinger
Title: President + COO
Date: 5/24/16

Premises Provider

Western Tidewater Regional Jail Authority

By: 
Name: William C. Smith
Title: Superintendent
Date: 5/23/2016