

AMENDMENT # 05 TO JEFFRESON COUNTY, TX INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 05 (“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 SERVICE AGREEMENT, dated May 5, 2014, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation (“GTL”), with a current address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 and previously located at 12021 Sunset Hills Road, Reston, VA 20190 (“Contractor” or “Company”), and Jefferson County, with an address of 1149 Pearl Street, Beaumont, TX 77701 (“County” or “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 Parties have previously entered into the Agreement to provide certain Inmate Telephone Services with a contract end date of August 4, 2021, and the Parties would like to amend the Agreement as provided for herein.

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:

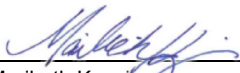
- 1. The Term, as defined in the paragraph 1 of the Agreement, including any amendments thereto, is hereby modified and extended for an additional ninety (90) days with a new contract end date of November 4, 2021. The remaining language in in paragraph 1, including any amendments thereto, is without modification and remains in full force and effect.**

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

Premises Provider
Jefferson County

By: 
Name: Maribeth Kuznia
Title: Contracts Manager
Date: 29-JUL-2021

By: _____
Name: _____
Title: _____
Date: _____

AMENDMENT # 04 TO JEFFERSON COUNTY, TX INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 04 ("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 SERVICE AGREEMENT, dated May 5, 2014, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation ("GTL"), with a current address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 and previously located at 12021 Sunset Hills Road, Reston, VA 20190 ("Contractor" or "Company"), and Jefferson County, with an address of 1149 Pearl Street, Beaumont, TX 77701 ("County" or "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 Parties have previously entered into the Agreement to provide certain Inmate Telephone Services with a contract end date of May 6, 2021, and the Parties would like to amend the Agreement as provided for herein.

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. The Term, as defined in the paragraph 1 of the Agreement, including any amendments thereto, is hereby modified and extended for an additional ninety (90) days with a new contract end date of August 4, 2021. The remaining language in in paragraph 1, including any amendments thereto, is without modification and remains in full force and effect.**

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: Alicia K. Freeman
Name: Alicia Freeman
Title: VP Contracts & Procurement
Date: 3/2/2021

Premises Provider

Jefferson County

By: _____
Name: Jeff R. Branick
Title: County Judge
Date: March 9, 2021

AMENDMENT # 03 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 03 ("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 Service Agreement**, dated May 5, 2014, as amended from time to time (the "Agreement"), by and between GTL with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Jefferson County, Texas, with an address of 1149 Pearl Street, Beaumont, Texas 77701 ("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, Company's offered Premises Provider two options for the County's consideration, Options 1 and 2; and

WHEREAS, Premises Provider Selected Option 1 as indicated in the Agreement between the Parties dated May 5, 2014, as provided in Section 4. Compensation of the Agreement; and

WHEREAS, Option 1 did not include or provide for the provision of either lobby or intake kiosks; and

WHEREAS, Premises Provider had previously installed a lobby kiosk; and

WHEREAS, the Parties have agreed to amend the Agreement to include a lobby kiosk at the Premises Provider facility, provided however, such kiosk shall take phone PIN and AdvancePay payments only. Kiosk shall also allow for users to set up AdvancePay accounts.

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. Company shall provide to Premises provider one (1) Lobby Kiosk. Lobby Kiosk shall take phone PIN and AdvancePay payments, such kiosk shall also allow for users to set up AdvancePay accounts. Kiosk will not be authorized for commissary payments.

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

Premises Provider
Jefferson County, Texas

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

AMENDMENT # 2 TO INMATE TELEPHONE SERVICE 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 Service Agreement**, dated May 5, 2014, as amended from time to time (the “Agreement”), by and between GTL with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (“Company”), and Jefferson County, Texas with an address of 1149 Pearl Street, Beaumont, Texas 77701 (“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 international, 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.

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

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

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.49 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company website.

No per call, per connection, or flat-rate calling charges shall apply to international, 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 processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

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 twenty-six cents (\$0.26) 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 intrastate inmate call, 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. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls.
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 last sentence of Paragraph 18 is hereby deleted and revised as follows:

“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 as Section 24:

“Service Schedules. Any Affiliate may provide services in its own name, as set forth in a service schedule attached to the Agreement (“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.”
6. As soon as reasonably practicable following the Effective Date, Company shall provide Premises Provider its Called Party IQ feature.

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

Premises Provider
Jefferson County, Texas

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

**AMENDMENT TO THE
INMATE TELEPHONE SERVICES AGREEMENT**

THIS AMENDMENT TO THE INMATE TELEPHONE SERVICES AGREEMENT ("Amendment") is entered into as of September 5, 2015 (the "Effective Date"), by and between Global Tel*Link Corporation, having its principal place of business at 12021 Sunset Hills Road, Suite 100, Reston, VA 20194 ("Company") and the Jefferson County, Texas, with an address at 1149 Pearl Street, Beaumont, Texas, 77701 ("Premise Provider").

WHEREAS, Company and Premise Provider previously entered into that certain Inmate Telephone Services Agreement dated as of May 5, 2014 (the "Agreement") and the parties would like to amend the Agreement as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to extend the Agreement for an additional two (2) year term, terminating on May 6, 2021 with the option to renew for additional 2 year terms as mutually agreed upon between both parties.
2. The Parties further agree that:
 - a. Company shall provide Premise Provider with a video solution, including 5 Flex video units, at no cost to counsel appointed for defense of indigent inmates, in exchange for the two (2) year phone extension in Section 1 above;
 - b. Company shall keep 100% of video revenue until it has recouped \$11,000, and thereafter Company shall keep twenty-five (25%) commission on revenue over \$11,000;
 - c. Company shall keep 100% of \$5.95 fee;
 - d. Company has the right to offer promotional pricing for other counsel and to offer subscription based pricing that may adjust as mutually agreed on between Corporation and Company;
 - e. The video solution will operate and run on the Premise Provider's current network. If the Premise Provider would like to upgrade the network, the Parties will discuss and agree in writing on a solution
 - f. The video solution will be provided at no cost to any County appointed indigent defense attorneys. All other attorneys will be required to pay the standard fees to access and use the video visitation solution.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

AGREED TO:

JEFFERSON COUNTY, TEXAS

By: [Signature]
Name: _____
Title: _____
Date: 8/31/15

GLOBAL TEL*LINK CORPORATION

By: [Signature]
Name: Jeffrey B. Haldinger
Title: President & COO
Date: 10/5/15