

**AMENDMENT 2 TO THE
PROFESSIONAL SERVICES CONTRACT**

THIS AMENDMENT #2 TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is entered into as of June 20, 2016 (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 Kenosha County, a municipal corporation and political subdivision of the State of Wisconsin, having its principle offices located at 1010-56th Street, Kenosha, WI 53140 ("Premises Provider" or "County") and collectively, the "Parties."

WHEREAS, Company and County previously entered into that certain Professional Services Contract dated as of December 1, 2010, as amended (the "Agreement"); 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 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. On June 20, 2016, the rates for interstate and intrastate inmate telephone services ("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.

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: \$ 0.50 per minute of use.

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

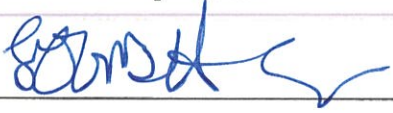
2. Effective from the date the ITS call rates and charges, and the Transaction Fees are revised to comply with the requirements of the FCC Order, the commission payable to Premises Provider under the Agreement shall be sixteen cents (\$0.16) per minute on completed intrastate inmate telephone calls using 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 inmate call, and shall replace any and all commissions, revenue compensation, 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, no commission or compensations shall be paid on interstate inmate telephone calls.

3. GTL agrees to provide Premises Provider a tablet program of 500 tablets subject to the Parties agreeing to and executing the Company's standard tablet terms and conditions.

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. 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. 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.

Global Tel*Link Corporation

By: 
 Name: _____
 Title: _____
 Date: 6/15/16

Premises Provider

Kenosha County, Wisconsin

By: 
 Name: DAVID G. BETTS
 Title: SHERIFF
 Date: 6-14-16