

GLOBAL TEL*LINK CORPORATION

12021 Sunset Hills Road, Suite 100
Reston, Virginia 20190
Telephone: 703-955-3910 Fax: 703-435-0980 Web: <http://www.gtl.net>

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made by and between **Global Tel*Link Corporation** (“Company”) on behalf of itself and its subsidiaries and Affiliates (as defined in the attached Terms and Conditions), and the Colorado Department of Human Services, with an address of Colorado Division of Youth Corrections, Colorado Office of Administrative Solutions, 4112 S. Knox Court, Denver, CO 80236 (the “Premises Provider”) (Company and Premises Provider collectively, the “Parties” and each a “Party”). This Agreement is binding upon execution of the named Parties as of the last date signed by the Parties (“Effective Date”).

1. **Services.** This Agreement applies to the supply, installation, management, operation, and maintenance of equipment and services at Premises Provider locations, whether existing, newly installed, or renovated (“Facilities”) as listed and described in each of the attached Service Schedules (collectively, the “Services”). Each Service listed in the Service Schedules contains specific terms and conditions which shall be incorporated by reference into this Agreement. The Service Schedules indicated below are incorporated into this Agreement:
 - Inmate Telephone Service
2. **Service Schedules.** Any Affiliate may provide services in its own name under a Service Schedule which shall then be considered a separate, but associated, contract incorporating this Agreement and the attached Terms and Conditions; provided, however, that Company is responsible for its Affiliates’ performance pursuant to the applicable Service Schedule. The Affiliate listed in a Service Schedule is only responsible for the performance of the Services set forth in that Service Schedule. The Service Schedules may be modified by written agreement executed by both Parties at the time of execution of the Agreement or during the term of this Agreement, and shall apply to Services located, or to be deployed under the modification to this Agreement, at Premise Provider Facilities, whether existing, newly installed or renovated.
3. **Term.** This Agreement shall be in effect through July 31, 2023, commencing from the Effective Date (“Term”). As of the Effective Date, this Agreement shall supersede any previous agreement by the Parties for service provided herein. Unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for additional one (1) year terms (each a “Renewal Term”).
4. **Entire Agreement.** This Agreement consists of the attached Terms and Conditions, all Service Schedules appended hereto, and the Company’s international, interstate, and intrastate tariffs and published rates, terms, and conditions (collectively, “Tariffs”) that may govern the Services, which are incorporated by reference into the Agreement. This Agreement constitutes the entire agreement between Premises Provider and the Company and supersedes all other agreements between the Parties pertaining to the subject matter hereof. Company may modify the Tariffs and/or required website disclosures from time to time, and any modification will be binding on the Parties upon the effective date of such revision. If a conflict arises, the order of precedence is: (i) Tariffs and or website disclosures to the extent they are required to take precedence by law; and (ii) this Agreement. In the event of a conflict or inconsistency between the terms set forth in the Agreement including the Terms and Conditions and a Service Schedule, the terms of the Service Schedule shall control.
5. **Notices.** Any notice, demand, request, approval or other communication (a “notice”) which, under the terms of this Agreement or by law, must or may be given by either Party, must be in writing and delivered personally or by a recognized commercial overnight mail carrier to a Party at the address provided below. Notices, including notice of change of contact information, are effective upon delivery.

To Company:

Global Tel*Link Corporation
3120 Fairview Park Drive
Falls Church, VA 22042
Phone: (703) 955-3911
ATTN: Legal Department

To Premises Provider:

Colorado Department of Human Services
Division of Youth Services
4255 S. Knox Court
Denver, CO 80236
Phone: 303-866-7345
ATTN: Diane Skufca

OR

Colorado Department of Human Services
Contracts and Procurement Unit
1575 Sherman St
Denver, CO 80203
Phone: 303-866-5115
ATTN: Christopher Frenz

- 6. This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

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

Company

**Global Tel*Link Corporation
on behalf of itself and its Affiliates**

DocuSigned by:
Alicia Freeman
Signature 1D63F939020141E...

Name: Alicia Freeman
Title: VP, Contracts and Procurement
Date: 6/9/2020

Premises Provider

**Colorado Department of Human Services
Division of Youth Services**

DocuSigned by:
Anders Jacobson
Signature D5D76T02015A4F4...

Name: Anders Jacobson
Title: Director
Date: 6/17/2020

Terms and Conditions

The following Terms and Conditions shall apply to the provision and use of Services provided by the Company pursuant to this Agreement.

1. Title. Except as specifically indicated in a Service Schedule, title to all equipment provided under this Agreement (“Equipment”) shall be and shall at all times remain in the Company. Except as specifically indicated in a Service Schedule, all software, documentation, and other intellectual property (collective the “IP”) supplied or made available through this Agreement is being provided on a term license only, as long as this Agreement is in effect, and shall not constitute a sale of that IP. Nothing in this Agreement or through Company’s performance hereunder shall constitute a transfer of right, title, or interest in or to the IP, which are retained by Company and its licensors.

During the term of this Agreement, Company grants Premises Provider a non-exclusive, non-transferable, license to use the IP solely for accessing the Services supplied by Company in the manner contemplated by this Agreement. Premises Provider shall not: (a) make available or distribute all or part of the IP to any third party by assignment, sublicense or by any other means; (b) copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the IP; or (c) use the IP to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the IP. The use of software is supplied in object code only, and nothing herein shall be construed as granting any license whatsoever to the underlying source code that is used to generate the software, or creating an implied license in any IP.

2. Relocation. Equipment shall not be disconnected or moved by Premises Provider from the location in which it is installed. By written agreement of the Parties, installed Equipment may be relocated by the Company.

3. Further Assurances. During the term of this Agreement, including any renewal period(s) and extensions, Premises Provider agrees:

(a) To reasonably protect the Equipment against willful abuse and promptly report any damage, Services failure or hazardous conditions to the Company. Premises Provider shall not, and shall not allow any third party to, tamper with or otherwise modify the Services or equipment supplied by Company under this Agreement or associated software, or connect the equipment or Services or associated software to any hardware or software that is not provided by Company.

(b) To provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.

(c) To permit reasonable access to its respective Facilities without charge or prejudice to Company employees or representatives, patrons, or consignees, including permit Company authorized personnel access to the equipment, information, data, data communication services, and

communication lines required for the installation, operation, and/or maintenance of the Services contemplated herein at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations.

(d) To not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider Facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the Services at Premises Provider Facilities under this Agreement, which includes all Services set forth in the attached Service Schedules, and those other inmate communication, educational or entertainment products and services sought by Premises Provider during the term of the Agreement that can be delivered through the Equipment or Services, whether the products or services are for inmates located at Premises Provider facilities or at third-party facilities, provided, however, that the Company may elect to not exercise this exclusive right.

4. Confidentiality. Each party shall keep confidential any information it learns about the other’s business or operations during its performance under this Agreement. The parties may make disclosures to employees, shareholders, agents, attorneys and accountants (collectively, “Agents”) as required to perform their obligations hereunder, or in connection with a merger or the sale of all or substantially all assets of a Party, provided, however, that the Parties shall cause all Agents and third parties to honor the provisions of this Section. The Parties may also make disclosures as required by law as long as, before any disclosure, the Party subject to the disclosure requirement promptly notifies the other Party of the requirement and allows the other party the opportunity to oppose the disclosure. Neither party shall be obligated to keep confidential the other’s information to the extent it was known to that party prior to the date of this Agreement without any obligation or request for confidentiality, is or becomes publicly known through no wrongful act of the party, is rightfully received from a third party who has no confidentiality obligation with respect to the information, or is developed independently by the party (and this can be verified).

5. Indemnification and Limitation of Liability.

(a) EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE SERVICES SUPPLIED UNDER THIS AGREEMENT ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, LACK OF VIRUSES, AND ANY WARRANTY REGARDING THE SECURITY OR RELIABILITY OF EQUIPMENT OR SERVICES. COMPANY DOES NOT WARRANT THAT SERVICES SHALL BE UNINTERRUPTED, ERROR FREE, OR THAT ALL ERRORS MAY BE CORRECTED.

(b) **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control any recording or monitoring capabilities supplied to Premises Provider by Company under the Agreement, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all communication detail records (“DRs”) and recordings contained in the Equipment Company provides to Premises Provider under this Agreement are the exclusive property of the Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, that Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the Services under this Agreement, and for other lawful business purposes.

6. **Risk of Loss.** The Company and its insurers, if any, shall relieve Premises Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premises Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premises Provider or its employees.

7. **Default.** In the event any Party shall be in breach or default of any material terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to the breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the offended Party shall have the right to cancel this Agreement without liability.

8. **Governing Law.** To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado without regard to principles of conflicts of law.

9. **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 substantially all of Company’s assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.

10. **Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the Parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the Parties. This Agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company’s employees including contribution from such persons, when required by law.

11. **Solicitation.** The Premises Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premises Provider to solicit or secure this Agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premises Provider agrees, in the event of an allegation of substance (the determination of which shall be solely made by the Company) that there has been a violation hereof, Premises Provider shall cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this Agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this Agreement.

12. **Force Majeure.** Neither Party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this Agreement due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, riots, supply chain delays, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either Party to reasonably carry out its obligations under this Agreement.

13. **Survival.** Upon the expiration or earlier termination of the term of this Agreement, the Parties shall have no further obligations to each other, except as specifically provided in

a written agreement, duly executed by the Parties, and except that Premises Provider shall allow Company a reasonable opportunity to collect and remove Company Equipment from Premises Provider facilities. Notwithstanding the foregoing, all sections needed to enforce a Party's rights under this Agreement shall survive the expiration or earlier termination of the Agreement, and neither Party shall be released from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination.

14. Amendment. No course of dealing between the Parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the Parties.

15. Severability. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of the Agreement. If any provision of this Agreement is found to be illegal, invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

16. No Waiver. No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right. Failure to enforce any right under this Agreement shall not be deemed a waiver of future enforcement of that or any other right.

17. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their successors and permitted assigns and nothing herein expressed or implied shall give or be constructed to give to any other person or entity any legal or equitable rights hereunder.

18. Taxes and Fees. Payment of any taxes or fees levied upon or as a result of this Agreement, or the Services delivered pursuant hereto, shall be the obligation of Company. Taxes and fees include all sales, use, gross receipts, excise and other local, state and federal taxes, fees, charges and surcharges.

19. 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.

20. Interpretation. The headings used in this Agreement are for convenience only and are not intended to be used as an aid to interpretation.

21. Authority. Each Party warrants and represents that the Party has the unrestricted right and requisite authority to enter into, deliver and perform under this Agreement.

Inmate Telephone Service Service Schedule

This Service Schedule applies only to inmate telephone service (“ITS”). Where “Company” is used in this Service Schedule, it shall mean Global Tel*Link Corporation.

1. Equipment and Features.

Telephones and Workstations		
Workstations	Inmate Phones	Platform
None	See Schedule A Below	ICMv

Facility	Facility Address	Phone Count
Adams	1933 East Bridge, Brighton, CO 80601	4
Gilliam	2844 Downing Street, Denver, CO 80205	14
Grand Mesa	360 28 Road, Grand Junction, CO 81501	9
Lookout Mountain	2901 Ford Street, Golden, CO 80401	6
Marvin Foote	13500 E. Fremont Place, Englewood, CO 80112	11
Mount View	7862 West Mansfield Pkwy, Denver, CO 80235	16
Platte Valley	2200 O Street, Greeley, CO 80631	12
Pueblo	1406 W. 17th Street, Pueblo, CO 81003	8
Spring Creek	3190 E. Las Vegas, Colorado Springs, CO 80906	10
Zebulon Pink	1427 W. Rio Grande, Colorado Springs, CO 80906	6
State Hospital Unit	1600 W. 24th Street , Pueblo, CO 81003	0

GTL Base ITS Features
365 Day On-Line Recording Storage
Password Protected Web based User Interface
Live Monitoring
Call Detail Reporting Tools
CD Burning Tools
Number Management
Blocked Access to Toll-Free Numbers
PREA Support
24X7 Technical Support
Collect, Prepaid, and Optional Debt Calling
Hot Alert
Audit Tools
TDD/TTY Capability
Call Prompts in English and Spanish

GTL Enhanced ITS Features
Personal Identification Numbers (PINS) – included, if required by customer
Personal Allowed Numbers (PANS) – included, if required by customer

The term "Equipment" in this Service Schedule includes the items listed in this Section I of this Schedule and may include the inmate telephone set(s) and related equipment, including, but not limited to, guard posts, concrete pads, mast poles, and site preparation, including, g. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of Company are installed at the Facility owned or controlled by Premise Provider by Company shall remain in all respects that of Company. Company reserves the right to remove or relocate Equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of Service. Company shall not exercise such a right of removal or relocation unreasonably. Company shall notify Premises Provider in writing of its intention to remove or relocate Equipment prior to such action. Upon removal of Equipment by the Company, Company shall restore said premises to its original condition, ordinary wear and tear excepted; however, Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of Equipment. Premises Provider shall not make, and shall not allow any third party, to make alterations or attachments to the Equipment provided under this Agreement, unless otherwise mutually agreed upon by the Parties.

2. Inmate Telephone Services.

Company shall be responsible for: (a) furnishing, installing, repairing and servicing the Equipment; (b) the establishment (if and to the extent required of Company by law) and compliance with all Tariffs and rules, regulations, orders and policies of federal and state regulatory authorities applicable to the automated inmate telephone system Services provided by Company; (c) the establishment and maintenance of all billing and payment arrangements with the local and interexchange carriers; (d) the processing of all telephone call records; (e) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (f) the handling of all billing and other inquiries, fraud control, and all other Services essential to the performance of Company's obligations under this Agreement. Company reserves the right to control unbillables, bad debt and fraud.

The installation of software and/or hardware on Company provided Equipment is prohibited. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company does not furnish, maintain or provide consumables for peripheral equipment associated with the inmate telephone system. Consumables consist of items such as printer paper, cassette tapes, compact disks, ect.

3. Compensation.

Remuneration shall be zero **percent (0.00%)** of the Gross Revenue billed or prepaid for intrastate inmate telephone calls covered by this Agreement.

4. Rates and Charges for Inmate Telephone Services. The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state's telecommunication regulatory authority ("PUC") and the Federal Communications Commission ("FCC").

- a) Interstate and Intrastate ITS, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.11 per minute of use.
- b) 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.

5. Transaction Fees for Inmate Telephone Services. Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Paper bill/statement fee	\$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

6. Single-Call and Related Billing Arrangements for Inmate Telephone Services. 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.

7. System Upgrade. As part of this Agreement, Company will be upgrading Premise Providers existing Company system to our current ICMv centralized cloud-based system at no cost to Premise Provider. The upgrade will also include a change of the existing network solution and network equipment at each facility. Prior to the system change our implementation manager will review all existing system settings with Premise Provider's representatives for incorporation into ICMv, as well as gather any additional information required for ICMv turn up (e.g. system users and permissions). The Company ICMv web interface will be accessed by those system users as determined by Premise Provider. Access to the web interface will be done through existing Premise Provider owned and operated workstations and via current Premise Provider provided internet access to those workstations. As part of the GTL implementation manager will work with the Premise Provider IT organization on any firewall and IP related configurations as necessary to allow for interaction between Premise Provider and Company.

8. Maintenance and Support Activities. Preventative and Remedial Maintenance activities will be completed by Company employed technicians that are located throughout the State of Colorado to support Company customers within Colorado. Our in-state Field Service Manager will also continue providing management oversight of all Premise Provider maintenance activities and operational performance of all Facilities. Company will provide no less than quarterly Preventative Maintenance (PM) of all Company Equipment located at Facilities, included but not limited to blue phones and all Company provided network equipment. In addition, Company technicians will perform a PM like walk through and inquire as to any issues when dispatched for any Facilities remedial maintenance/trouble tickets. For Remedial Maintenance (RM)/Trouble Tickets Facilities will report all troubles through the same channels available today: email, live help desk, or through the technicians. In addition, with the change to ICMv, Premise Provider Facilities can also have access to Company's customer facing Service Now application which provides ability to submit issues through the web portal and can also track issue resolution and progress. Company recommends coordination of facility access for PM and RM activities for each Facility to be maintained as it is today via each facility "Blue Phone Rep" that Company contacts and coordinates with for access to the Facility as needed for any PM or RM activities.

AMENDMENT # 1 TO MASTER SERVICES AGREEMENT

This Amendment # 1 (“Amendment”) takes effect October 26, 2021 or the effective date of the FCC Order (as defined below), whichever is later (“Effective Date”), and amends and revises that certain **Master Services Agreement**, dated June 17, 2020, as amended from time to time (the “Agreement”), by and between Global Tel*Link Corporation on behalf of itself and its subsidiaries and Affiliates with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and Colorado Department of Human Services, with an address of Colorado Division of Youth Corrections, Colorado Office of Administrative Solutions, 4112 S. Knox Court, Denver, CO 80236 (the “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 Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

WHEREAS, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC Order 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. Effective October 26, 2021, the rates and charges for international, interstate, and intrastate inmate telephone service (“ITS”) calls and associated ancillary service charges set forth in the Agreement shall be and shall be implemented, without further action by the Parties, as follows:

Inmate Telephone Services.

Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.11** per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.11** per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: **\$0.11** per minute of use.

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

The ITS rates set forth above are exclusive of taxes and other amounts collected by the 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 the Company in connection with such programs.

Ancillary Service Charges. The Company may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Use of live operator	\$5.95 per use
Paper bill/statement	\$2.00 per use
Use of third-party money transmitter (<i>e.g.</i> , MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	\$6.95 per use
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$6.95 per use

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 as of the latest date listed below.

Company
Global Tel*Link Corporation on behalf of
itself and its Affiliates
By: Maribeth Kuznia
Name: Maribeth Kuznia
Title: Contracts Manager
Date: 10/6/2021

Premises Provider
The State of Colorado,
Department of Human Services Division of
Youth Services
By: Janet Miks
Name: Janet Miks, CDHS Deputy Controller
Title: Janet Miks
Date: 10/1/2021