



**AMENDMENT NO. 1 TO MASTER LICENSE AND SERVICES AGREEMENT  
BETWEEN HOMEWAV, LLC AND THE CAMDEN COUNTY (GA) SHERIFF'S OFFICE**

THIS AMENDMENT, is made and entered into this 1<sup>st</sup> day of NOV 2022, between the Camden County (GA) Sheriff's Office, through its authorized representative (the "Sheriff's Office") and HomeWAV, LLC, a Delaware limited liability company ("HomeWAV").

WHEREAS HomeWAV and the Sheriff's Office are parties to the certain Master License and Services Agreement dated as of September 16th, 2020 ("MSA").

WHEREAS, this amendment is intended to supersede and replace a previous version of Amendment No. 1, dated as of November 1st, 2022.

WHEREAS the parties mutually agree to amend the contract to reflect the new information related to additional services.

NOW THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following amendment:

- Definitions.** All references to "Licensed Services," as defined in Section 1 of the MSA shall be amended to include eMessaging services.
- Additional Services.** HomeWAV shall activate eMessaging at the Facility and shall pay to the County 25% of the Gross Billable Revenue ("GBR") generated from usage of eMessaging at the Facility. GBR shall be defined as Gross Revenue of the Usage Fees less monthly internet services and entertainment licensing fees, international calling fees, Federal, State and Local taxes, and Cost Recovery Fee.
- Usage Fees.** The Facility's inmates shall be charged the following fees for using the System, or such other prices as may be agreed to by the County and HomeWAV (such amounts, the "Usage Fees"). Usage Fee shall be defined as the cost per minute for voice calls, video calls, and the cost per message for messaging.

| Usage Fees               |                          |
|--------------------------|--------------------------|
| Service                  | Rates & Fees             |
| eMessaging               |                          |
| Text                     | \$0.03 per 10 characters |
| Photo                    | \$0.25                   |
| Video Messages (60 sec.) | \$0.40                   |


- Terms of Original Agreement.** All other terms and conditions of the MSA not expressly modified in this amendment shall remain in full force and effect and be considered incorporated by reference herein as part of the amended agreement between the parties.

**[SIGNATURE PAGE TO FOLLOW]**



**IN WITNESS WHEREOF**, this amendment has been executed and delivered as of the date set forth in the caption above.


**HomeWAV, LLC**

By: 

**Name: John Best**

**Title: President**

**Camden County (GA) Sheriff's Office**

By: 

**Name: Rob Mastroianni Sr.**

**Title: Major Jail Administrator**



## Camden County Jail Contract and Agreement

This telephone service "Shared Revenue" agreement is entered into this 15 day of November, 2016, by and between the Camden County Jail, herein known as the "Customer" and, AmTel / ATN, Inc., herein known as AmTel.

WHEREAS, AmTel is engaged in the business of providing certain telecommunications equipment and charge-for-call telephones and services, and providing automated-operator assisted station to station calls, and;

WHEREAS, Customer has full operating and management responsibility for the detention facility, jail or prison, herein known as the Facility, and with respect to those premises so noted, wishes to establish a pay telephone arrangement as described herein:

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and agreements contained herein and other good and valuable considerations, do hereby agree as follows:

1. Customer hereby grants AmTel an exclusive license to install and operate pay-for-call telecommunications equipment hereinafter "Equipment" at the Facility, or any affiliated Facilities for the purposes of installing such equipment.
2. AmTel shall be responsible for the procurement, purchase, installation, maintenance and service of all such equipment.
3. AmTel shall have the exclusive right to obtain usage and billing information, order, connect or disconnect telephone services, select carriers, purchase available utility equipment, handle all billing and payments. AmTel shall be responsible for the payment of all charges in connection with the pay-for-call telephones.
4. AmTel shall maintain phones in good working order, and shall keep the enclosures and telephone equipment clean and properly repaired. AmTel shall not be liable for any lost income during a period that any telephone is out of order, being repaired, or unavailable to be used. *Customer will have the option to change out handsets if desired for a negotiated monthly revenue amount.*

AmTel will respond to all inmate telephone emergencies within four (4) hours of notification from facility management, with all repairs to be completed within seventy-two (72) hours. This is contingent on AmTel maintenance staff being allowed into the emergency area at the direction of the facility.

5. AmTel shall be responsible for the managing of all call detail records for the system, including but not limited to: the rating of each record in accord with rates, terms and conditions for providing intraLATA, interLATA, and interstate telecommunications services, as filed with the Public Service Commission, for the blocking and unblocking of user billing numbers, and preparation and processing all qualifying message records for billing and collection of revenue. All call detail records and recordings will be maintained by AmTel for the duration of the contract.
6. In consideration for this exclusive license and lease agreement AmTel shall pay the Customer a commission fee of 60 of the total gross revenue; i.e. collect and pre-paid calls. Commission for debit calls will be paid to the customer by the commissary company.



7. AmTel shall provide customer with a monthly commission report that details all call types, call volumes and call rates. All rates and charges under this agreement shall conform to local, state, and federal regulations. Commission payments shall be made to Customer, or Customer's designee within thirty (30) days after the last day of each calendar month on the basis of all receipts in that month. In addition, AmTel provides access to the customer with on-line Revenue Reports that detail call activity, by call type.
8. Legal title to all telephones and installed equipment shall remain vested with AmTel. Customer shall not remove or relocate the installed equipment without AmTel's express consent. AmTel is to accept no liability for holes in walls, floors, or other surfaces which result from the installation or removal of the equipment. Upon termination of this agreement, AmTel shall be responsible only for the removal of the equipment. Customer shall restore premises to their original condition. AmTel shall not be responsible for any damage to the premises including but not limited to vandalism, use or misuse of the equipment. Customer shall indemnify, defend and hold AmTel harmless from any and all liability in connection with the equipment, including but not limited to maintenance, use misuse or abuse of the telephone equipment.
9. Customer hereby represents that the Facility is owned and/or exclusively operated by the Customer and Customer is authorized to enter into this agreement with respect to the Facility, and the undersigned is authorized to bind the facility to this agreement.
10. Should the detention functions of any named Facility be transferred to a new location, or building, during the life of this contract, AmTel shall have the option of relocating telephone equipment and services to the new location, at no liability or expense to Customer, and to maintain the terms of this agreement in full effect.
11. If legal enforcement of the terms of this agreement is necessary, the prevailing party shall be entitled to reasonable attorney's fees including expert fees and costs. AmTel and the Customer mutually agree to cooperate to the fullest extent possible and the best of each party's ability to facilitate the provisioning of terms and services described herein.
12. This agreement shall be deemed to be a contract made under the laws of the state of Georgia and the interpretation and performance of the agreement shall be governed by all applicable State laws, and shall be binding upon the parties hereto, their successors, and assignees.

AmTel may assign this agreement to any other competent person or entity capable of performance with written consent of the Customer.

13. The term of this agreement shall be for 18 months from the date of signature by both AmTel and Customer. The Customer may terminate this agreement only if AmTel fails to correct any default within forty-five (45) days after receipt of written notice of such deficiency by the Customer. This agreement shall continue for an additional \_\_\_\_\_ calendar months unless either party notifies the other in writing of its intent to terminate this agreement at least ninety (90) days prior to the final date of expiration. Notice of termination of this agreement for any reason must be provided in writing thirty (30) days in advance, and delivered to the address listed below. Upon termination of this agreement, each party agrees to satisfy any and all of its outstanding obligations arising under this agreement.



14. This is the entire agreement between the parties; there are no oral arrangements of any kind; any future modifications to this agreement shall be in writing and signed by both parties.

IN WITNESS WHEREOF, AmTel and Customer have executed this Agreement as of the date below.

AmTel / ATN, Inc.  
913 Dilworth Street  
St. Marys, GA 31558

BY:

Name: Michael Layland

Title: CEO

Date:

11/15/16

Camden County Jail  
4<sup>th</sup> St Courthouse Square  
Woodbine, GA 31569

BY:

Name: Rob Mastromanni

Title: MAYOR JAIL APPEAR.

Date:

11/15/16

**CONTRACT AND AGREEMENT  
AMENDMENT 1**

Amendment 1 to Original Inmate Telephone Services Agreement dated Nov 15<sup>th</sup>, 2016.

Camden county Sheriff's Office located at 4<sup>th</sup> St Courthouse Square, Woodbine, GA 31569 herein known as "Customer" and AmTel, Inc. located at 913 Dilworth St. St Marys, GA 31558 herein known as "AmTel" are in agreement to amend the Original Inmate Telephone Services Agreement dated November 15, 2016 Inmate Telephone Contract according to the below sections:

6.) In consideration for this exclusive license and lease agreement AmTel shall pay the Customer a commission fee of 55% of the total gross revenue; i.e. collect and pre-paid calls. Commission for debit calls will be paid to the Customer by the commissary company.

13.) The term of this agreement shall be for forty-eight (48) calendar months from March 4, 2020. The term of this agreement shall continue up to and including March 24, 2024 at which time it shall continue on a month to month basis. Notice of intent to not continue on a month to month basis shall be provided to AmTel in writing, via certified mail, by Customer sixty (60) days prior to a request for proposal being released. Upon cancellation by the Customer, AmTel has the right to match the financial and service conditions of any competitive proposal under consideration, and upon AmTel's written commitment to match the proposal, AmTel may retain the business for an additional term. Upon termination of this agreement, each party agrees to satisfy any and all outstanding obligations arising under this agreement.

This written document, including the following Exhibits shall constitute the entire understanding of the parties and all prior agreements, contracts and addendums are merged herein. The following additional Exhibits, if any, are hereby incorporated by reference into this Agreement.

Exhibit 1 = \$30,000.00 Technology Grant

Initials

Initials

The image shows two handwritten signatures. The top signature is written over a horizontal line and is followed by the word "Initials". The bottom signature is also written over a horizontal line and is followed by the word "Initials".

14.) This is the only Amendment between the parties; there are no oral arrangements of any kind; any future Amendments to the agreement shall be in writing and signed by both parties.



This agreement shall be construed in accordance with the laws of the State of Georgia. Customer and AmTel warrant and represent to each other they have the authority to enter into this binding Agreement and to bind themselves to such Agreement.

AmTel, Inc. / ATN

By: [Signature]

Name: MICHAEL LAJANO

Title: President

Date: MARCH 4, 2020

Camden County Sheriff's Office

By: [Signature]

Name: REB MASTROIANNI JR

Title: MAJOR, JAIL ADMINISTRATION

Date: 3/4/20



**Exhibit A: Technology Grant  
Camden County Jail, GA**

AmTel agrees to make available a Technology Grant to the Camden County Sheriff's Office in the amount of \$ 30,000.00 for the year of 2020.

To make a draw of funds against the grant Camden County Sheriff's Office will submit to AmTel a written request for the available funds for the year 2020.

This agreement shall be construed in accordance with the laws of the State of Georgia. Customer and AmTel warrant and represent to each other they have the authority to enter into this binding Agreement and to bind themselves to such Agreement.

|              |                    |
|--------------|--------------------|
| \$ 30,000.00 | Available for 2020 |
|--------------|--------------------|

AmTel, Inc. / ATN

Camden County Sheriff's Office

By: [Signature]

By: [Signature]

Name: Michael Layano

Name: Rob Masarrianni Jr

Title: President

Title: MAJOR, JAIL ADMINISTRATOR

Date: MARCH 4, 2020

Date: 3/4/20