

**FIRST AMENDMENT AND EXTENSION OF  
INMATE TELEPHONE SERVICE AGREEMENT**

***THIS FIRST AMENDMENT AND EXTENSION OF INMATE TELEPHONE SERVICE AGREEMENT***, is effective February 1, 2016 ("Amendment") and hereby amends and extends that certain Inmate Telephone Service Agreement, effective February 2, 2011 ("Agreement"), by and between the **COUNTY OF ORANGE**, a municipal corporation, by and through the Office of the Orange County Sheriff, with its principal offices located at 110 Wells Farm Road, Goshen, New York 10924 ("County") and **GLOBAL TEL\*LINK CORPORATION**, an Idaho corporation, with its principal offices located at 12021 Sunset Hills Road, Suite 100, Reston, VA 20190 ("Company"). County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement pursuant to which the Company agreed to perform the services relating to the installation, management, operation, repair and maintenance of the inmate telephones located at the Orange County Correctional Facility;

**WHEREAS**, the terms of the Agreement provided for the renewal and extension thereof, for up to three (3) additional terms of one (1) year each, at the County's sole option;

**WHEREAS**, the County desires to elect its option to renew and extend the Agreement for an additional one (1)-year term to commence immediately following the expiration of the current term of the Agreement, upon the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION.** The foregoing recitals are hereby incorporated into this Amendment.
2. **TERM.** The Agreement is hereby extended for an additional period of one (1) year commencing on February 2, 2016 and concluding on February 1, 2017 ("First Extended Term"). The County may, at its sole option and in its sole discretion, extend the term of the Agreement for two (2) additional periods of one (1) year each, to commence immediately following the expiration of the prior term, under the same terms and conditions as set forth in the Agreement, as modified by this Amendment.

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3. **INTEGRATION.** Except as modified by this Amendment, the Agreement remains unchanged and in full force and effect. The terms used in this Amendment, unless otherwise defined herein, shall have the meanings as set forth in the Agreement. If there shall be any conflict or inconsistency between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall control.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first above written.

**COUNTY OF ORANGE**

For: By: Wayne C. Booth  
Name: ~~Stefan (Steven) M. Neuhaus~~  
Title: ~~County Executive~~  
Date: 5/16/16

**GLOBAL TEL\*LINK CORPORATION**

By: Jeffrey B. Haidinger  
Name: Jeffrey B. Haidinger  
Title: President & COO  
Date: 3/23/16

**SECOND AMENDMENT AND EXTENSION OF  
INMATE TELEPHONE SERVICE AGREEMENT**

***THIS SECOND AMENDMENT AND EXTENSION OF INMATE TELEPHONE SERVICE AGREEMENT***, is effective February 1, 2017 ("Second Amendment") and hereby amends and extends that certain Inmate Telephone Service Agreement, effective February 2, 2011 ("Agreement"), by and between the **COUNTY OF ORANGE**, a municipal corporation, by and through its Office of the Orange County Sheriff, with its principal offices located at 110 Wells Farm Road, Goshen, New York 10924 ("County") and **GLOBAL TEL\*LINK CORPORATION**, a Delaware corporation, with its principal offices located at 2609 Cameron Street, Mobile, Alabama ("Company") as previously amended and extended by that certain First Amendment and Extension of Inmate Telephone Services Agreement, effective February 1, 2016 ("First Amendment"). County and Vendor may be referred to herein individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Parties entered into the Agreement pursuant to which the Company agreed to perform the services relating to the installation, management, operation, repair and maintenance of the inmate telephones located at the Orange County Correctional Facility;

**WHEREAS**, the terms of the Agreement provided for the renewal and extension thereof, for up to three (3) additional terms of one (1) year each, at the County's sole option;

**WHEREAS**, pursuant to the First Amendment, the County exercised its first renewal and extension option extending the term of the Agreement to February 1, 2017 ("First Extended Term");

**WHEREAS**, the County desires to exercise its second option to renew and extend the Agreement for an additional one (1)-year period to commence immediately following the expiration of the First Extended Term and concluding on February 1, 2018 upon the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the covenants and obligations contained herein and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **INCORPORATION**. The foregoing recitals are hereby incorporated into this Second Amendment.
2. **TERM**. The Agreement is hereby extended for an additional period of one (1) year commencing on February 2, 2017 and concluding on February 1, 2018 ("Second Extended Term"). The County may, at its sole option and in its sole discretion, extend the term of the Agreement for an additional one (1) year period to commence immediately following the expiration of the Second Extended Term under the same terms and conditions as set forth in the Agreement as modified by this Second Amendment and the First Amendment.

3. **INTEGRATION.** Except as modified by this Second Amendment, the Agreement as previously amended and extended by the First Amendment remains unchanged and in full force and effect. The terms used in this Second Amendment, unless otherwise defined herein, shall have the meanings as set forth in the Agreement as amended. If there shall be any conflict or inconsistency between the terms and conditions of this Second Amendment and the Agreement, as previously amended by the First Amendment, the terms and conditions of this Second Amendment shall control.

*IN WITNESS WHEREOF*, the parties hereto have executed this Second Amendment as of the date first above written.

COUNTY OF ORANGE

WAYNE COUNTY SOUTH  
DEPUTY COUNTY EXECUTIVE

By: [Signature]

for Name: Stefan (Steven) M. Neuhaus

Title: County Executive

Date: 05/03/17

GLOBAL TEL\*LINK CORPORATION

By: [Signature]

Name: JEFFREY B. HAIDINGER

Title: PRESIDENT/COO

Date: 3/9/17