

AMENDMENT # 6 TO INMATE CALLING PROGRAM AGREEMENT

This Amendment # 6 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain **INMATE CALLING PROGRAM AGREEMENT**, dated November 1, 2003, as amended by that certain Addendum 1 to Inmate Telephone Service Agreement, that certain Addendum 2 to Inmate Telephone Service Agreement, that certain Addendum 3 to Inmate Telephone Service Agreement, that certain Addendum 4 to Inmate Telephone Service Agreement and that certain Addendum 5 to Inmate Telephone Service Agreement (the “Agreement”), by and between Global Tel*Link Corporation (through assignment by AT&T) with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (“Company”), and Mecklenburg County Sheriff’s Office, North Carolina, with an address of 801 East Fourth Street, Charlotte, North Carolina 28202 (“The Sheriff”) (Company and The Sheriff 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 remain pursuant to Amendment 4, Section 4.1.2: \$ 0.25 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format remain pursuant to Amendment 4, Section 4.1.1: \$0.21 per minute of use.

Local ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.114 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.14 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Global Tel*Link Corporation 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 (<i>e.g.</i> , 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 Sheriff under the Agreement shall be **six and two-tenth cents (\$0.062)** per minute on completed and billable intrastate and local 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 and local inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Sheriff, or to any fund or third party designated by The Sheriff. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls (pursuant to Amendment 4, Section 5).

3. Section 11.1 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. Except as specifically set forth herein, neither Party shall assign any right, liability 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, upon at least thirty (30) days prior written notice to The Sheriff, 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 Sheriff; provided that such Affiliate assumes in writing such obligations and/or liabilities to the Sheriff. Company hereby agrees that it shall remain fully and primarily liable for any failure of any Affiliate to promptly perform any such assigned obligations and/or promptly fulfill any Affiliate liability to the Sheriff., which obligation of the Company shall survive termination of this Agreement or any Affiliate agreement affecting the Sheriff to the extent such obligations and/or liabilities remain outstanding as of such termination.

4. The following Section is hereby added to the Agreement as Section 15:

“Change-of-Law; Reasonable Attempt at Resolution Any final rule, regulation, or other final change in law mandated by any federal, state, or local authority which substantially and materially adversely interferes with or adversely affects either Party’s material rights or obligations hereunder, after reasonable attempts by both parties to resolve the issue(s) in question have failed despite best efforts to resolve such issue(s), shall entitle either Party to, at its option, attempt to renegotiate the affected

provision of this Agreement or proceed with termination of the Agreement pursuant to the 60 day termination provision of Section 2.1 of the Agreement .”

5. The following Section is hereby added to the Agreement as Section 16:


“Service Schedules. Any Affiliate may provide services in its own name, as set forth in a service schedule that may be 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, obligations, and liabilities pursuant to such Service Schedule.”

6. The Company hereby agrees that it will provide to The Sheriff a video visitation desk for the officer station; provided, that the value of such desk shall not be required to exceed \$1,500.00.

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: 
Name: Jeffrey B. Haidinger
Title: President and COO
Date: 8/15/16

The Sheriff
MECKLENBURG COUNTY SHERIFF’S
OFFICE

By: _____
Name: Irwin H. Carmichael
Title: Sheriff
Date: _____

Approved as to Form

By: _____
Name: Marilyn D. Porter
Title: Sheriff’s Attorney
Date: _____

No Pre-Audit Required

By: _____
Name: Wanda Reeves
Title: Finance Director
Date: _____