

## AMENDMENT # 8 TO RESIDENT CALLING PROGRAM AGREEMENT

This Amendment #8 ("Amendment") dated as of the date signed by all the Parties listed in this preamble ("Effective Date"), shall amend and revise that certain Resident (formerly Inmate) Calling Program Agreement, dated November 1, 2003, as amended by that certain Addendum 1 to Resident Telephone Service Agreement, that certain Addendum 2 to Resident Telephone Service Agreement, that certain Addendum 3 to Resident Telephone Service Agreement, that certain Addendum 4 to Resident Telephone Service Agreement, that certain Amendment 5 to Resident Telephone Service Agreement, that certain Amendment 6 to Resident Telephone Service Agreement and that certain Amendment 7 to Resident Telephone Service Agreement, by and between Global Tel\*Link Corporation (through assignment by AT&T) (the "Agreement"), having a place of business at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042, (the "Company"), and Mecklenburg County Sheriff's Office, North Carolina, with an address of 801 East Fourth Street, Charlotte, North Carolina 28202 (the "Sheriff" or "Premises Provider"). Company and Premises Provider/Sheriff may be referred to herein individually as a "Party" and collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement. All references to Inmate Calling Program Agreement shall now be known and referred to as Resident Calling Program Agreement or "Agreement", and all references to Inmate Telephone Services or ITS shall be known and referred to as Resident Telephone Services or "RTS" under the Agreement.

**WHEREAS**, the Parties have agreed to certain changes to the Agreement, 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. **Resident Telephone Services.** On the Effective Date of this Amendment, the rates for RTS calls will be as follows:

Interstate RTS calls made using a collect format: \$0.09 per minute of use.

Interstate RTS calls using a debit, prepaid/AdvancePay format: \$0.09 per minute of use.

Intrastate RTS calls, using a collect, debit, prepaid/AdvancePay format: \$0.045 per minute of use.

International RTS calls, using a debit, prepaid/AdvancePay format: \$0.50 per minute of use.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate RTS 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.

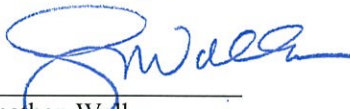
2. **Compensation.** On the Effective Date of this Amendment, remuneration to the Sheriff under this Agreement shall be thirty-three per cent (33.1%) of the Gross Revenue billed or prepaid for intrastate resident telephone calls covered under this Agreement, or an annual minimum guarantee of \$200,000.00, whichever is greater. Gross Revenue shall mean all revenue generated by every completed intrastate RTS call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; (iv) revenue from interstate calls; and (v) any amount Company collects for, or pays 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. Commission payments shall be paid monthly 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 RTS calls. The Sheriff will timely review all commission payments and notify the Company of any questions or concerns with the commission payments.
3. Additionally, commencing in June 2020 and occurring annually thereafter, the Parties will meet to determine if the Premises Provider will continue with the Resident Telephone Services as set forth in the Agreement, as amended, or if the Premises Provider desires to purchase via lump sum, the Resident Telephone Services Solution. If purchased, the Resident Telephone Services Solution for twelve (12) months will be offered at \$1,005,376.00, and inclusive of the following provided by Company: (i) ongoing software maintenance, support and upgrades for the RTS, (ii) hardware for the RTS as needed for replacements, and (iii) reasonable telephone minutes of use and other resident telephone usage parameters to be agreed upon for the upcoming twelve month period. Premises Provider agrees to provide its decision to purchase the Resident Telephone Services Solution by July 31, 2020, and by July 31 on the subsequent years. In the event the Premises Provider decides to purchase the Resident Telephone Services Solution, the Company will issue a monthly invoice to the Premises Provider, in the amount of \$83,781.33, which amount is payable within 30 days of receiving the invoice.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement, and the terms and conditions contained herein this Amendment, the terms and conditions contained herein this Amendment 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 s/he has the requisite authority to execute this Amendment on behalf of the entity for which s/he is signing.

**IN WITNESS, WHEREOF**, the Parties hereto, intending to be legally bound, have duly executed this Amendment as of the last date provided below.

Company:  
**Global Tel\*Link Corporation**

The Sheriff  
**Mecklenburg County Sheriff's Office**

By:   
Name: Jonathan Walker  
Title: Executive Vice President, Business Development  
Date: Sept. 5, 2019

By: \_\_\_\_\_  
Name: Garry L. McFadden  
Title: Sheriff  
Date: \_\_\_\_\_, 2019

Approved as to form:  
**Mecklenburg County Sheriff's Office**

By: \_\_\_\_\_  
Name:  
Title:  
Date: \_\_\_\_\_, 2019