

AMENDMENT # 7 TO INMATE CALLING PROGRAM AGREEMENT

This Amendment #7 (“Amendment”) dated as of the date signed by all the Parties listed in this preamble (“Effective Date”), shall amend and revise 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, that certain Amendment 5 to Inmate Telephone Service Agreement, and that certain Amendment 6 to Inmate Telephone Service Agreement, by and between Global Tel*Link Corporation (through assignment by AT&T) (the “Agreement”), having a place of business at 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (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.

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. **Term.** Upon completion of the current term, the Agreement will renew for an additional three (3) years, expiring on December 1, 2022.
2. **Telephone Services.** The Parties agree to amend the Inmate Telephone Services, to add the following GTL Advanced Features: Voice Biometrics, Call IQ, Phone IQ and Continuous Voice Biometrics.
3. **Video Visitation Charges.** The Parties agree to amend the Video Visitation Charges, as set forth at Section 2.3, of Addendum #4 to Inmate Telephone Service Agreement (“Addendum #4”), by deleting in its entirety and replacing with the following:

Except in the case of a Free Visit, inmates, their attorney, their family or friend will be provided with the option of being charged either (i) a flat fee of five dollars (\$5.00) for up to ten (10) remote video visitation minutes; or (ii) twelve dollars and fifty-cents (\$12.50) for up to twenty-five (25) remote video visitation minutes. All fees are exclusive of taxes, and regulatory and transaction fees. There will be no charges assessed for on-site visitation. No commission will be paid to the Premises Provider on revenue billed or collected by Company in connection with video visits. The Company has the sole and exclusive responsibility for correctly assessing and charging any taxes, regulatory or transaction fees required or permitted by applicable laws, rules or regulations.

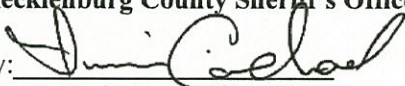
4. Sheriff will receive services as set forth on Attachment 1, Services Schedule, Enhanced Services, IP-Enabled Tablets (“Services Schedule”).
5. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of Company or Premises Provider.
6. In the event of any inconsistencies between the terms and conditions contained this 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 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

By: 
 Name: Jeffrey B. Haidinger
 Title: President and COO
 Date: MARCH 1, 2018

The Sheriff
Mecklenburg County Sheriff's Office

By: 
 Name: Irwin H. Carmichael
 Title: Sheriff
 Date: February 28, 2018

Approved as to form:
Mecklenburg County Sheriff's Office

By: _____
 Name: Marilyn Porter
 Title: Sheriff's Attorney
 Date: _____, 2018

Attachment 1

Service Schedule

Enhanced Services - IP-Enabled Tablets

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Company” is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

“Agreement” means the contract, as amended, to which this Service Schedule is attached.

“Enhanced Services” means enhanced communications, information services, educational, and entertainment products (as defined below).

“IP-Enabled Tablets” (or “Tablets”) means an Inspire™ device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the locations listed in the table below (individually “Location” and collectively “Locations”). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism, or after consultation with Premises Provider, there is sustained insufficient revenue to warrant the continuation of Enhanced Services.

Location	Location Description	# of Tablets
801 East Fourth Street Charlotte, NC 28202	Mecklenburg County Jail – Central	955
5235 Spector Drive Charlotte, NC 28269	Mecklenburg County Jail – North	220

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the IP-Enabled Tablets, subject to the limitations described

herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will 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 Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein. Any Company authorized personnel will be required to follow Premises Provider's security clearance procedures, including background checks as necessary.

6. Tablets. Company will supply the number of Inspire™ Tablets for the Term of the Agreement as, as amended by this Amendment #7, which is December 1, 2022, subject to the following limitations and conditions. Each inmate provided a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install a total of 68 Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties, to include 51 Stations at the Central Location, and 17 Stations at the North Location. Upon agreement of the Parties, Company will supply one (1) wall charger with each Tablet in lieu of charging enclosures. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:

Content. Company will make available certain content that may be loaded on or accessed through the Tablets, including music, games, electronic messaging, eBooks, and such other content as may be agreed upon in writing by the Parties ("Content"). Content will be provided on a subscription basis that terminates upon the expiration of the subscription term, or upon Company no longer providing Premises Provider with Enhanced Services, the release or transfer of the inmate from the Locations, or the violation by the inmate of the terms of use for the Tablet. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. All purchases are final. Company reserves the right to alter or discontinue any Content. For the avoidance of doubt, Premises Provider must approve all Content.

Learning Management System and Law Library: Company will make available to Premises Provider a web-based highly secure Learning Management System (LMS). Company will make available up to 300 concurrent licenses offered on a weekly subscription basis to Premises Provider. One user per license. Premises Provider will assign user access to the LMS on an individual basis such that access can be limited to only those users with approved access to the LMS. Basic Package includes: LMS, GED/HiSet Prep, 25 Life Skills Course, Khan Academy Lite, and Cognitive Behavioral Needs Courses. Basic Package is provided at no charge to Premises Provider. Lexis/Nexis Law Library is included, also at no charge to Premises Provider.

Debit Link Accounts. All inmate Enhanced Services (not including charges for voice communication) may be purchased using Link Units, which each inmate or their friends or family may purchase through a special purpose account created for the inmate (individually “Debit Link Account” and collectively “Debit Link Accounts”). Certain Enhanced Services may also be purchased by inmate families and friends on a direct subscription basis using Company’s consumer channel website. These are the exclusive methods by which Enhanced Services (other than voice communication) may be purchased. Inmates may fund the Debit Link account by transferring monies from their trust account. Inmate friends and Family may fund an inmate’s Debit Link Account by deposits made through Company website or interactive voice content (“IVR”). Transaction fees may apply (see below). Once purchased, Link Units may only be returned to an inmate’s trust account or redeemed by the inmate (as applicable) upon termination of Enhanced Services at all Locations or upon an inmate’s release. All Link Units purchased by inmate friends or family are final, and subscriptions purchased by inmates through the inmate’s Debit Link Account are final and not refundable.

Debit Link Transaction Fees include the following:

TYPE	RANGE	FEE
DebitLINK	LINK UNIT \$2 - \$10	\$ 1.00
DebitLINK	LINK UNIT \$10.01 - \$25	\$ 2.00
DebitLINK	LINK UNIT \$25.01 - \$50	\$ 3.50
DebitLINK	LINK UNIT \$50.01 - \$75	\$ 4.50
DebitLINK	LINK UNIT \$75.01 - \$100	\$ 5.50

Voice Communication. Company will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service (“ITS”) platform. Headsets equipped with a microphone will be required.

b. Company Obligations. Company will provide one (1) Premises Provider approved headset to each inmate supplied a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider’s commissary service. Company will not replace or repair any Tablet that is damaged or destroyed by willful act, as determined in Company’s discretion. Company may replace, upgrade, or substitute any or all of the Tablets at any time. Company will replace or repair on a one-time basis per inmate, any Tablet that is damaged or destroyed for reasons other than a willful act, subject to the following: (i) Company will have no obligation during any twelve (12) month period to replace or repair in a Location more than five (5) Tablets or a number of Tablets equal to five (5) percent of the Tablets deployed at the Location, whichever is greater; and (ii) Company may cease providing Enhanced Services at a Location, and remove the Tablets deployed to that Location, if Company has repaired and/or replaced in any twelve (12) month period ten (10) Tablets or a number of Tablets equal to ten (10) percent of the Tablets deployed at that Location, whichever is greater.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headset and lithium batteries for the Tablets; (iii) installation of Tablet charging enclosures or inmate access to electrical outlets for wall chargers (as applicable); and (iv) the sale of all Premises Provider approved Content listed in this Schedule and such other Premises Provider approved Content as may be added to the Schedule from time-to-time. In addition, a Premises Provider must: (1) distribute a Tablet to each inmate having access to a Location; (2) allow and facilitate the sale of headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and wall charges; (4) allow the creation of Debit Link Accounts for inmates and the exclusive use of Link Units for the purchase of content in connection with the Tablets; (5) allow inmate family and friends to purchase Content subscriptions for inmates; (6) facilitate the integration of inmate Debit Link and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) allow inmate voice communication duration for up to 60 minutes per call; (8) allow the use of Tablets throughout the Locations for no less than eight (8) hours per day; (9) facilitate the recycling and reuse of Tablets; (10) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (11) provide at its expense all necessary power and power source(s); (12) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (13) distribute one (1) headset to each inmate who is provided a Tablet the first time. Premises Provider will distribute Tablets to inmates in accordance with the process agreed upon by the Parties. Premises Provider will only allow the Tablets to be used for their intended purpose, and will not, and will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. Enhanced Services and Accessories Rates. Company may apply the following charges on the use of the Tablets; provided, however, Company may in its discretion and upon notice to Premises Provider, change any pricing other than pricing for voice communication. Taxes, and regulatory and other mandated fees may also apply.

Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.

Messaging: \$0.25 per Message Credit
1-credit per written message

Thirty-Day Subscriptions:

Music: \$8.99, and an additional \$16 service infrastructure charge (\$24.99)
Games: \$4.99, and an additional \$1 service infrastructure charge (\$5.99)
EBooks: \$2.99, and an additional \$1 service infrastructure charge (\$3.99)
Newsfeed: \$3.99, and an additional \$6 service infrastructure charge (\$9.99)
FM Radio: \$1.99, and an additional \$16 service infrastructure charge (\$17.99)
TV Audio: \$1.99, and an additional \$5 service infrastructure charge (\$6.99)

Podcasts: \$3.99, and an additional \$6 service infrastructure charge (\$9.99)

Fourteen-Day Subscriptions:

Music: \$5.99, and an additional \$9.00 service infrastructure charge (\$14.99)

Games: \$2.99, and an additional \$0.75 service infrastructure charge (\$3.74)

EBooks: \$1.99, and an additional \$0.75 service infrastructure charge (\$2.74)

Newsfeed: \$1.99, and an additional \$5.00 service infrastructure charge (\$6.99)

FM Radio: \$0.99, and an additional \$9.00 service infrastructure charge (\$9.99)

TV Audio: \$0.99, and an additional \$3.50 service infrastructure charge (\$4.49)

Podcasts: \$2.49, and an additional \$4.00 infrastructure charge (\$6.49)

Seven-Day Subscriptions:

Music: \$2.99, and an additional \$5.00 service infrastructure charge (\$7.99)

Games: \$1.99, and an additional \$0.50 service infrastructure charge (\$2.49)

EBooks: \$0.99, and an additional \$0.50 service infrastructure charge (\$1.49)

Newsfeed: \$.99, and an additional \$3 service infrastructure charge (\$3.99)

FM Radio: \$0.49, and an additional \$5.00 service infrastructure charge (\$5.49)

TV Audio: \$0.49, and an additional \$2.50 service infrastructure charge (\$2.99)

Podcasts: \$1.99, and an additional \$3.00 infrastructure charge (\$4.99)

Same-Day Subscription and Service Infrastructure Fees:

Unlimited Streaming Music: \$0.99 subscription fee plus \$3.00 service infrastructure fee. Total \$3.99.

Games Center: \$0.99 subscription fee plus \$0.50 service infrastructure fee. Total \$1.49.

Unlimited eBooks: \$0.25 subscription fee. Total \$0.25.

Newsfeed: \$0.24 subscription fee plus \$0.75 service infrastructure fee. Total \$0.99.

FM Radio: \$0.24 subscription fee plus \$0.25 service infrastructure fee. Total \$0.49.

TV Audio: \$0.25 subscription fee. Total \$0.25.

Unlimited Podcasts: \$0.49 subscription fee plus \$1.50 service infrastructure fee. Total \$1.99.

Silver (Older Releases and Blockbuster Movies) Same Day Unlimited Movies: \$2.99 subscription fee plus \$5.00 service infrastructure fee. Total \$7.99.

Gold (More Recent Releases and Blockbuster Movies) Same Day Unlimited Movies: \$3.99 subscription fee plus \$6.00 service infrastructure fee. Total \$9.99.

Same-Day Bundle Subscription and Service Infrastructure Fees:

Bundle 1: Unlimited Streaming Music, Game Center, Unlimited eBooks, and Newsfeed: \$1.88 subscription fee plus \$3.11 service infrastructure fee. Total \$4.99.

Bundle 2: Unlimited Streaming Music, Game Center, Unlimited eBooks, Newsfeed, FM Radio, TV Audio, and Podcasts: \$2.44 subscription fee plus \$3.55 service infrastructure fee. Total \$5.99.

Replacement Components:

Tablet: \$249.99 per unit

Charger: \$8.99 per unit

Earbuds: \$2.99 per unit

Learning Management System and Law Library: There is no charge for the LMS, LMS content or Law Library.

Thirty-Day Rental:

Audio Books (per Audio Book): \$9.99, and an additional \$10 service infrastructure charge (\$19.99).

8. Tablet Commissions for Voice. Commission on revenue from voice communications completed using the Tablets will be paid in accordance with the terms of the Agreement, as amended in Amendment #6 governing Inmate Telephone Services.

9. Additional Terms

Monitoring and Recording. Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record voice Communication made through the Tablets, read electronic messaging sent through the Tablets, and monitor content streamed or otherwise loaded on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, 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 the 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 agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and/or expenses (including attorney's fees) 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.

Exclusivity and Right of First Refusal. Premises Provider will 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 products and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or

services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facility; provided, however, that Company may choose to not exercise this exclusive right.

Limitation of Liability

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADSETS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES, ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL OR MENTAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADSETS, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, 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 AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND/OR ANY WARRANTIES REGARDING THE SECURITY AND/OR RELIABILITY OF ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER.