

AMENDMENT # 9 TO RESIDENT CALLING PROGRAM AGREEMENT

This Amendment #9 (“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, and that certain Amendment 8 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. **Service Schedule, Enhanced Services – IP Enabled Tablets.** Amend the Attachment 1, Services Schedule as contained in Amendment #7 to Resident Calling Program Agreement, as follows:

Delete in its entirety the paragraph at Section 6a, entitled “Content”, and replace with the following:

“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 per minute access basis. Company reserves the right to add, alter or discontinue any Content.”

Delete in its entirety the paragraph at Section 6a, entitled “Debit Link Accounts”, and delete in its entirety, the Debit Link Transaction Fees table, and replace with the

following:

“Resident Accounts. All Tablet usage may be purchased with money from a Resident Account, which is funded by Residents or their families or friends (individually “Resident Account” and collectively “Resident Accounts”). Residents fund the Resident Account by transferring monies from their trust account. Resident friends and family fund a Resident’s Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in a Resident Account may only be returned to a Resident upon termination of Enhanced Services at all Locations or upon a Resident’s release. Resident friends and family deposits are final.”

2. **Service Schedule, Enhanced Services – IP Enabled Tablets.** Amend the Attachment 1, Services Schedule as contained in Amendment #7 to Resident Calling Program Agreement, as follows: Delete Section 7 in its entirety and replace with the following:

“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 written notice to Premises Provider, change any pricing other than pricing for voice communication. Taxes and regulatory and other mandated fees may also apply.

- a. Resident Content Access: \$0.05 per minute of use.
- b. Voice Communication will be charged at the same per-minute rate as specified in Amendment #8 to this Agreement.
- c. Replacement Components:
 - i. Tablet: \$249.00 per unit
 - ii. Charger: \$8.99 per unit
 - iii. Earbuds: \$2.99 per unit
- d. Learning Management System and Law Library: Company will make available to Premises Provider a web-based highly secure Learning Management System (LMS), with the Basic Package. 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. The Basic Package includes: LMS, GED/HiSet Prep, 25 Life Skills Courses, and Cognitive Behavioral Needs Curses. Basic Package is provided at no charge to Premises Provider. There is no charge for the LMS, LMS content or Law Library. Lexis Nexis Law Library is provided at no charge to the Premises Provider.
- e. Early Termination Reimbursement. If the Agreement terminates earlier than December 1, 2022, Company will have significant un-recouped investment in the IP-Enabled Tablets provided to Premises Provider. Accordingly, in the event the Agreement terminates for any reason before December 1, 2022, the Sheriff will pay

Company the capital outlay amount of four hundred seventy-seven thousand five hundred eighty-six dollars (\$477,586.00), as reduced by twelve thousand two hundred forty-six dollars (\$12,246.00) for each calendar month the Agreement remains in effect. If termination occurs before December 1, 2022, the Sheriff will pay the amount of \$12,246.00, times the number of months occurring between contract termination and December 1, 2022. There will be no proration or reduction for partial months.

3. Additionally, commencing in June 2020 and occurring annually thereafter, the Parties will meet to determine if the Premises Provider will continue with the Enhanced Services as set forth in Attachment 1, Services Schedule, or if the Premises Provider desires to purchase the Tablet Solution Services or the Total Tablet System (as set forth in Paragraph 5, below). If purchased, the Tablet Solution Services for twelve (12) months will be \$297,000, and inclusive of the following provided by Company: (i) ongoing software maintenance, support and upgrades for the tablets; (ii) software and applications provided free of charge for the LMS, LexisNexis and grievances requests/responses; (iii) and Return Maintenance Authorizations (RMAs). The Tablet Solution Services amount does not include, and the Resident is still required to pay the Premises Provider the Resident Content Access fee (\$0.05 per minute of use), as set forth in Section 2a, above, any charges applicable to voice communications, and the amounts listed for Replacement Components, as applicable, in Section 2. Premises Provider agrees to provide its decision to purchasing the Tablet Solution by July 31, 2020, and by July 31 on the subsequent years. In the event the Premises Provider decides to purchase the Tablet Solution, the Company will issue a monthly invoice to the Premises Provider, in the amount of \$24,750, which amount is payable within 30 days of receiving the invoice.
4. In the event Premises Provider desires to purchase the Total Tablet System, the cost to the Premises Provider for twelve (12) months will be \$1,188,000, and inclusive of the following provided by Company: (i) ongoing software maintenance, support and upgrades for the tablets; (ii) software and applications provided free of charge for the LMS, LexisNexis and grievances requests/responses; (iii) Return Maintenance Authorizations (RMAs); and Content Access at no charge. The Total Tablet System amount does not include any charges applicable to voice communications, and the amounts listed for Replacement Components, as applicable, in Section 2. Premises Provider agrees to provide its decision to purchasing the Total Tablet System by July 31, 2020, and by July 31 on the subsequent years. In the event the Premises Provider decides to purchase the Total Tablet System, the Company will issue a monthly invoice to the Premises Provider, in the amount of \$99,000, which amount is payable within 30 days of receiving the invoice.
5. The Parties agree that the services set forth in this Amendment, as amending the Attachment 1, Services Schedule as contained in Amendment #7 to Resident Calling Program Agreement, are dependent on Company continuing to provide Resident Telephone Services or the Resident Telephone Services Solution, as applicable, under the Agreement.

6. In the event of any inconsistencies between the terms and conditions contained 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.

7. The Parties agree that the contact information for the Company, is changed to the following:


Global Tel*Link Corporation
3120 Fairview Park Drive
Falls Church, VA 22012
Attn: Legal Counsel

[Signatures on following page]

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