

**AMENDMENT TWO TO CONTRACT BETWEEN THE OHIO DEPARTMENT  
OF REHABILITATION AND CORRECTION AND GLOBAL TEL\*LINK  
CORPORATION**

THIS AMENDMENT TWO ("Amendment") dated as of the date signed by all the parties listed in this preamble, shall amend and revise that certain Contract between the Ohio Department of Rehabilitation and Correction ("ODRC") and Global Tel\*Link Corporation ("GTL or "Contractor"), dated in October 2009, as amended (the "Contract"). ODRC and GTL may be referred to herein individually as the "Party" and collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Contract.

WHEREAS, the Parties have agreed to amend the Contract as set forth 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. ODRC has exercised its first renewal option under the Contract, extending the term of the Contract until and through February 26, 2018.
2. The interstate call rates were changed to **twenty five cents (\$0.25)** per minute for collect calls and **twenty one cents (\$0.21)** per minute for debit and prepaid inmate calls for the period between February 2013 and March 31, 2015, in accordance with Federal Communications Commission requirements. As of April 1, 2015, the call rate for local, IntraLata, InterLata, and Interstate inmate telephone calls, whether completed in a collect, debit, prepaid/AdvancePay™ format, or in any other format, shall be **five cents (\$0.05)** per minute with no surcharge or any other connection related fee.
3. GTL may continue collecting billing name and address on inmate call recipients as required by the regular course of its business (e.g. direct remit account purposes), provided, however, that GTL shall not refuse to create an AdvancePay account for any person who subscribes to a call routing service (e.g., Millicorp or ConsCall Home) for the failure to provide billing name and address, except as requested in writing by ODRC.
4. GTL shall replace all inmate telephones installed at ODRC facilities as of October 20, 2015 with new inmate telephones. GTL will also install an additional five hundred (500) inmate telephones to be located at ODRC facilities by agreement of the Parties. GTL's installation/replacement schedule is subject to approval by the ODRC.
5. GTL shall replace the GTL LazerPhone™ inmate telephone platform installed at ODRC correctional facilities with GTL's ICMv™ centralized calling platform. In addition to the features and capabilities of the LazerPhone platform, GTL shall enable on the ICMv platform GTL's Called-PartyIQ™, MobileIQ™, and PhoneIQ™. GTL shall also enable on the ICMv platform GTL's VoiceIQ™ for

speaker enrollment, and speaker identification when placing a telephone call. Authorized ODRC personnel shall have access to the ICMv platform from any ODRC computer, in addition to the ITMS workstations installed by GTL state-wide. All LazerPhone platform equipment and ODRC inmate call data in the platform shall remain in place until the transition to the ICMv platform is complete. GTL shall also work with ODRC to archive all ODRC inmate call data from the LazerPhone platform in a manner that provides ODRC staff with ready access to the data through the period required under the Contract. The replacement, enabling and access set forth in this paragraph are according to the schedule set forth in Paragraph 4, immediately above.

6. GTL shall provide ODRC with GTL's DataIQ™, and enable it to import and capture inmate telephone call details from the ICMv platform and certain data derived from those GTL Payment Services supplied under the Contract. ODRC shall also have the option of augmenting the data imported into DataIQ with its own data, including ODRC data supplied to ODRC through its third-party vendors, provided, however, that the parties shall have to address the allocation of costs imposed by ODRC's third-party vendors for systems integration. Such costs shall not be borne by the ODRC. Access to GTL's DataIQ shall be provided through ODRC computers and GTL installed ITMS workstations. The enabling set forth in this paragraph is according to the schedule set forth in Paragraph 4, immediately above.
7. As of June 1, 2015, GTL shall make available on a dedicated basis five (5) full time (40 hours per week) Intelligence Analysts. The Analysts will be assigned to the ODRC's Operation Support Center. The Analysts will work at the direction of ODRC's Chief Inspector or his designee on ~~active call monitoring and~~ mining data through the use of the portfolio of intelligence products GTL supplies ODRC under the Contract, including facilitating the production of reports supported by the products and data refinement, and performing other similar tasks and projects at the direction of ODRC investigators that aid the investigators in locating actionable intelligence from the vast data supplied through the GTL intelligence products.  
For the avoidance of doubt, the Intelligence Analysts are not, and will not function in the capacity of,
8. GTL shall provide ODRC with access to the GTL Visitation Scheduling program, with Web hosting, and interactive voice response capabilities. investigators.
9. As of May 1, 2015, GTL shall provide five (5) Cellebrite cell phone forensic machines for use by the Intelligence Analysts for retrieving data from contraband cellular telephones confiscated and provided to the Analysts by ODRC staff for data retrieval.
10. GTL shall place kiosks in locations other than facility lobbies, in lieu of placing the kiosks in the lobbies (as required under the Contract), provided, that in each instance, the Parties agree that the alternate location has materially similar characteristics as the lobby where the kiosk would have been placed with respect to, among others, size, environmental conditions, utility access, and visitor foot traffic.


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GTL  
Per authority  
John P. [unclear]  
3/27/15

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GTL  
Per authority  
John P. [unclear]  
3/27/15


11. As of June 30, 2015, GTL shall provide, at select ODRC facilities agreed upon by the Parties, all hardware and software for video access to a video relay service provider that facilitates telephone calls by hearing impaired inmates. ODRC shall limit the video access to use by hearing impaired inmates for placing telephone calls to their DRC approved visitors. The number of terminals, the facilities in which they will be installed, the location at those facilities and the installation schedule for such access is subject to agreement by the Parties.
12. GTL shall not owe or pay ODRC a guaranteed fixed/flat fee (as defined in the Contract) or any type of commission for the period beginning April 1, 2015, through the expiration of the Contract. The amount of the fixed/flat fee apportioned for the month of March 2015 of \$1,250,000.00 shall constitute the final amount owed and paid by GTL in connection with the fixed/flat fee. All references in the Contract regarding the payment by GTL of a commission, including the payment of a guaranteed fixed/flat fee (flat fee) as detailed in Section 1.8 E of the RFP and the Response, and in associated Sections, Exhibits, Annexes and Addenda, shall be deemed removed and deleted from the Contract without further action by ODRC or GTL, as of April 1, 2015, and shall have no force or effect for the ensuing period, through the expiration of the Contract.
13. ODRC and GTL shall cooperate in good faith on implementing a pilot of GTL's Mobility Tablet System at a single ODRC location. The pilot shall include tablets that allow for outbound inmate voice calls and other content agreed upon by ODRC and GTL. . The parties shall work to address and memorialize the operative terms of the pilot, including, among others, the duration of the pilot, the number of tablets included in the pilot, the charges to inmates participating in the pilot, content that may be added to the tablets, such as educational material, and the respective responsibilities of the Parties.
14. Except as set forth above, there are no other revisions or amendments to the Contract or to the obligations of ODRC or GTL.
15. In the event of any inconsistencies between the terms and conditions contained in the Contract and those contained herein, the terms and conditions contained herein shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment Two as of the latest date provided below.

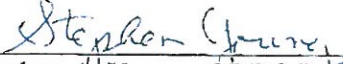
GTL:  
Global Tel\*Link Corporation

By:   
Name: Jeffrey B. Haidinger  
Title: President and COO  
Date: 3/27/15

ODRC:  
Ohio Department of Rehabilitation  
and Correction

By:   
Name: Gary C. Mohr  
Title: Director  
Date: 3/26/15

Approved as to form subject to the execution of the Parties:

  
Stephen A. Young, ODRC Legal Counsel