

CONTRACT AMENDMENT

Amendment #2	Original Contract CMS # 82140	Amendment CMS #88542
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This Amendment # 2 ("Amendment 2"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Original Contract CMS # 82140, dated July 29, 2015 as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (hereinafter called "GTL" or "Contractor" or "Company"), and the STATE OF COLORADO acting by and through the Colorado Department of Corrections, with an address of Colorado Correctional Industries, 2862 South Circle Drive, Suite 400, Colorado Springs, CO 80906 (hereinafter called the "State" or "CDOC" or "Premises Provider") (Company and Premises Provider 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, recognize 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:

- In accordance with Section 27.G.ii, the Agreement permits automatic modification of the Agreement upon change of law or regulation. For the avoidance of any doubt, upon the date the rates, charges and fees mandated by the FCC Order for prisons take effect, the rates and charges for interstate and intrastate inmate telephone services ("ITS") calls and associated transaction fees ("Transaction Fees") set forth in Exhibit A to the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

Inmate Telephone Services.

Interstate and intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.11 per minute of use.

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. The 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 (e.g., 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
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Single-Pay Billing Arrangements. The 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 their debit or credit card or to bill the cost of a single ITS call to their mobile phone account. When a consumer chooses to pay for a single ITS call using either of these methods, the charge shall be any applicable transaction and third-party provider fees and charges, plus the applicable ITS per-minute rate set forth above.

2. Section 21 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, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed, except that the Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any parent, successor (including an acquiror of all or substantially all of the assets of the Company), subsidiary, or affiliate of the Company without the consent of the Premises Provider; provided, further, that the Company shall remain liable for any failure of any of its assignees to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) the Company or (ii) a permitted assignee of all or some of the rights and/or obligations under this Agreement shall not constitute an assignment requiring consent of the Premises Provider for purposes of this Agreement.”

3. The following new Section is hereby added to the Agreement as Section 27.T:

“Service Schedules. Any GTL Affiliate may sign in its own name a schedule for the delivery of services (“Service Schedule”), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement. For purposes of this Agreement, the term “GTL Affiliate” means any entity that controls, is controlled by or is under common control with Global Tel*Link Corporation.”

4. The last sentence of Section III.b.ii of Exhibit B (Mobility Service), implemented in Amendment #1 (Amendment CMS# 86708) to the Agreement, is hereby deleted in its entirety and replaced with the following:


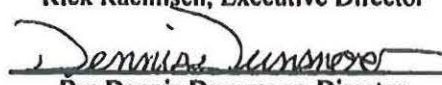
“Company shall work in good faith to supply educational content through the Tablets that is generally suitable for the inmate population based on industry standards and Premises Provider requirements, except, however, Company shall not be required, and Premises Provider shall assume, any cost of delivering such content to inmates. Reference to the educational content delivery cost in excess of \$500,000.00 annually is hereby suspended until such time as it can be re-negotiated pending any new FCC mandates or call volume increases which are determined enough to offset costs.”

Reference to the educational content delivery cost in excess of \$500,000.00 annually is hereby suspended until such time as it can be re-negotiated pending any new FCC mandates or call volume increases which are determined enough to offset costs.

5. 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 Amendment 1 and this Amendment 2, 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.

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IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.

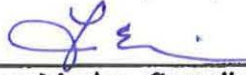
<p>Company Global Tel*Link Corporation Jeffery B. Haidinger, President and COO</p> <p></p> <p>By: Jeffrey B. Haidinger, President and COO</p> <p>Date: <u>3/7/16</u></p>	<p>Premises Provider STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Corrections Rick Raemisch, Executive Director</p> <p></p> <p>By: Dennis Dunsmoor, Director Colorado Correctional Industries</p> <p>Date: <u>3.4.2016</u></p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Amendment is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: 
Lenny Merriam, Controller, Delegate

Date: 3/7/16