

## SECOND AMENDMENT TO AGREEMENT

This SECOND AMENDMENT TO AGREEMENT (the "Amendment") is entered into as of February \_\_, 2007, by and between Public Communications Services, Inc., a California corporation ("Contractor"), and the Department of Technology and Information created under the laws of the State of Delaware ("DTI").

### RECITALS:

A. Verizon Delaware Inc. ("Verizon"), as Contractor's predecessor in interest, and DTI entered into that certain Contract Number: DTI-05-0001 dated as of January 1, 2005 (as amended by the First Amendment, the "Agreement").

B. Verizon and DTI entered into that certain Amendment #1 to the Agreement, also dated January 1, 2005 (the "First Amendment"), whereby certain terms and provisions of the Agreement were amended.

C. Contractor and DTI desire to further amend the Agreement on the terms and conditions set forth below.

THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor and DTI agree as follows:

1. Public and Semi-Public Payphones. Contractor shall provide DTI public and semi-public payphone services in consideration of the following payments:

(i) for all payphones generating monthly gross revenues in excess of \$150.00, PCS shall pay DTI a commission equal to 5% of the monthly gross revenues;

(ii) for all payphones generating monthly gross revenues between \$100.00 and \$150.00, there shall be no commission paid by PCS or fee paid by DTI; and

(iii) for all payphones generating monthly gross revenues of less than \$100.00, DTI shall pay PCS \$60.00 per month.

Installation and removal of all public and semi-public payphones as reasonably requested by DTI shall be at Contractor's sole expense. Any approved Delaware agencies shall have the right to participate in the above services upon the same terms and conditions set forth herein.

2. Subcontractors. DTI hereby approves the following subcontractors retained by Contractor to perform the identified services under and pursuant to the Agreement:

DTI  
COPY



- (a) Synergy Telecom Service Company Inc. (Public Payphone Subcontractor)  
12126 El Sendero  
San Antonio, Texas 78233  
Charles Slaughter  
800-582-6182  
210-599-7743 (direct)  
210-599-7913 (fax)
- (b) Communique Network Services Inc. (Inmate Payphone Maintenance Subcontractor)  
PO Box 6689  
Beaverton, Oregon 97007  
James Haile and Ralik Vergara  
503-648-4583 (tel)  
503-430-0594 (fax)

3. Confirmation. Except as modified herein, the Agreement remains unmodified and in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail.

4. Counterparts. This Amendment may be executed in one or more counterpart copies and each of which so executed, irrespective of the date of execution and delivery, shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument. The signature pages of one or more of the counterpart copies may be removed from such counterpart copies and all attached to the same copy of this Amendment which, with all attached signature pages, shall be deemed to be an original Amendment.

5. Entire Agreement. The Agreement and this Amendment contain the entire integrated agreement between DTI and Contractor with respect to the subject matter of the Agreement and this Amendment. There are no other representations, agreements, arrangements or understandings, oral or in writing, between or among DTI and Contractor relating to this subject matter which are not fully expressed in the Agreement and this Amendment.

*[Signatures on following page]*

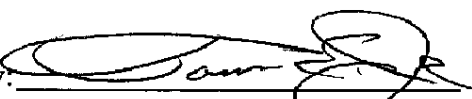
DTI  
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DTI and Contractor have executed this Amendment as of the date first written above.

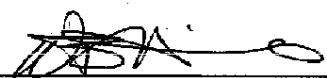
Contractor:

Public Communications Services, Inc.,  
a California corporation

By:   
Its: COO

DTI

Department of Technology and Information

By:   
Its: COO

DTI  
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