

SIXTEENTH AMENDMENT TO CONTRACT FOR INMATE TELEPHONE SERVICES

THIS SIXTEENTH AMENDMENT ("Amendment") to the contract for Inmate Telephone Services originally entered into on May 3, 2001 ("Original Agreement") is entered into as of December 30, 2014, by and between the Georgia Department of Corrections ("Department"), an agency of the State of Georgia, and Global Tel*Link Corporation ("Contractor"), the assignee of "MCI WorldCom Communications, Inc." d/b/a/ Verizon Business, a company duly authorized by law to transact business in the State of Georgia.

The purpose of this Amendment is to extend the Agreement for six (6) additional months.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions continued in the Original Agreement, as modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, Eleventh, Twelfth, Thirteenth, Fourteenth and Fifteenth Amendments are unchanged. The Agreement, including all amendments shall be referred to as the "Agreement." All capitalized terms used in this Amendment and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
2. The Department and Contractor hereby agree to extend the term of the Agreement for six (6) additional months commencing on January 1, 2015 and terminating at 11:59 p.m. on June 30, 2015. At its sole discretion, the Department shall have the right to remove a Correctional Facility or Correctional Facilities from this Agreement during the extension term herein by providing Contractor sixty (60) days written notice. If the Department removes all Correctional Facilities prior to the conclusion of the six (6) month extension, said Agreement shall terminate upon the removal of the last Correctional Facility.
3. The Department and Contractor agree that the commission rate during the term provided for in the Amendment shall be 62% for all revenues generated for completed calls by and through the inmate telephone system, excluding revenues generated for Interstate calls.
4. In the event the Contractor upgrades the current inmate telephone system or the Department contracts with a new Inmate Telephone Service Provider (ITSP) as the result of an RFP process, Contractor shall work with the Department, and the new ITSP, if applicable, to ensure an orderly transition of services and responsibilities under the Agreement and to ensure the continuity of the services required by the Department.

Upon expiration, termination, or cancellation of this Agreement, Contractor shall accept the direction of the Department to ensure inmate telephone services are smoothly transitioned/transferred. At a minimum, the following shall apply:

- a. As it pertains to the Department, Contractor agrees that all call recordings are the property of the Department and the Call Detail Records (CDRs), documentation, reports and data contained in the inmate telephone system are the property of Contractor. Contractor shall provide access to all call recordings, Call Detail Records (CDRs), documentation, reports and data to the Department in a 1) workable, software-compatible format at no cost to the Department within seven (7) days following the expiration, cancellation or termination of this Agreement or 2) Contractor shall supply one (1) workstation for each Correctional

Facility which shall become the property of the Department after expiration, cancellation or termination of this Agreement to allow the Department access to all CDRs, call recordings, documentation, reports and data.

- b. Contractor shall discontinue providing service or accepting new assignments under the terms of this Agreement, on the date specified by the Department. Contractor agrees to continue providing all of the services in accordance with the terms and conditions, requirements and specifications of this Agreement until the expiration, termination or cancellation date. Commissions shall be due and payable by ITSP to the Department at the compensation rate provided in this Agreement until collect, and/or pre-paid calls are no longer handled by Contractor.
 - c. All inside cabling and wiring to the physical inmate telephones shall remain the property of the Department at the conclusion of this Agreement. Contractor agrees to remove its equipment at the conclusion of this Agreement in a manner that will allow the reuse of the cabling and wiring associated with the inmate telephone system.
5. Except as herein modified or amended, the provisions, conditions and terms of the Agreement shall remain unchanged and in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous agreements, discussions, negotiations, or representations between the parties whether written or oral with respect thereto. The Agreement, together with this Amendment, may not be amended except by the mutual written agreement of the parties.
6. This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Amendment until each party has executed it.

IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Amendment on the day and year first above written.

GEORGIA DEPARTMENT OF CORRECTIONS:

BY: _____

Robert E. Jones, General Counsel

GLOBAL TELINK CORPORATION:

BY: _____

NAME: Jeffrey B. Haidinger

TITLE: President and COO