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INMATE TELEPHONE AGREEMENT Addendum Number 1

This Addendum, entered into the 25th of April 2005, between Walton County and the Sheriff of Walton County of the one part, hereinafter "Sheriff," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel," modifies the Inmate Telecommunications Agreement (hereafter referred to as the "Agreement") dated January 8, 2002.

For and in consideration of the mutual promises and covenants contained herein, Pay Tel and County, parties to an existing Agreement, hereby agree to modify the Agreement as follows:

1. **3.1 TERM.** The initial term ending March 12, 2007 will be extended five (5) years, to and including March 12, 2012. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1.
2. **4.0 COMMISSIONS.** The commission payment shall be the following percentages of all Gross Billable revenues: forty-three percent (43%).

WALTON COUNTY JAIL:

By: Kevin W. Little (Seal)

By: KEVIN W. LITTLE (Printed)
Authorized Agent for County

Attest: Letab, Jaavid

Date: 6/2/05

PAY TEL COMMUNICATIONS, INC.

By: Vincent Townsend (Seal)

By: Vincent Townsend (Printed)

Attest: Randy Chester

Date: 6-2-05

Account Representative: Randy Chester

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 27th day of January, 2002 by and between Board of Commissioners of Walton County Georgia and the Sheriff of Walton County Georgia of the one part, hereinafter collectively "County," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, Sheriff and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, County understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 Walton County is a political subdivision of the State of Georgia and authorized to enter into contracts of the type herein.

2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

3.0 Term

3.1 The term of the Agreement shall commence upon the installation of the inmate telephone system and shall continue for a period of five (5) years from that date. This Agreement shall be automatically renewed for successive five (5) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, Sheriff shall not grant the right of installing Services upon the Premises to any other company or person.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for Sheriff and the County as to all inmate telecommunication Services upon the Premises. In this regard, Sheriff agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

5.8 Pay Tel agrees to conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). Sheriff shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

6.0 TERMINATION

6.1 County may terminate this Agreement in the event that Pay Tel materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to Pay Tel of said failure is given pursuant to Paragraph 8.1.

6.2 Pay Tel may terminate this Agreement at any time upon thirty (30) days written notice to County in the event that regulations governing the operation of the Services prevent Pay Tel from performing its obligations under this Agreement.

6.3 Pay Tel may terminate this Agreement in the event that the anticipated distribution (intra, and inter-lata) of calls or permissible charges for calls, differs by more than ten percent (10%) from the actual distribution or charges for calls and such difference persists for more than three (3) months. In the event that Pay Tel determines that such revenue differences exist, Pay Tel agrees to notify County of such differences and both parties agree to work in good faith towards an amendment to this Agreement that would accommodate the interests of both parties.

6.4 Pay Tel also may terminate this Agreement, either in whole or in part, at any time upon sixty- (60) days written notice in the event that Pay Tel deems the provision of telecommunications Services to any particular facility to be unprofitable. If Pay Tel terminates this Agreement as to any less than all of the facilities covered by this Agreement, such termination shall not affect Pay Tel's right to continue providing Services at such other facilities as are not covered by such termination.

7.0 SUCCESSORS IN INTEREST

7.1 County agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment on the Premises including any and all telephones and their enclosures and/or pedestals, or other equipment associated with Pay Tel's Services. This Agreement shall be binding upon the successors and assignees of both County and Pay Tel, including, without limitation, any financial institution providing financial accommodations to the County or Pay Tel.

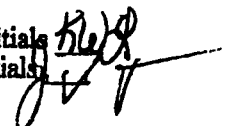
8.0 MISCELLANEOUS PROVISIONS

8.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to County addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of mailing shall be deemed to be the date of giving such notice.

8.2 This written document, including Exhibit A and the Agency Agreement, shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by County and Pay Tel. The following additional Exhibits, Addenda or Riders, if any, are hereby incorporated by reference into this Agreement:

No Additions

Initials
Initials

Handwritten initials and a signature in black ink, appearing to be 'HWP' and a cursive signature.

8.3 This Agreement shall be construed in accordance with the laws of the State of Georgia.

8.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

8.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

8.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be submitted to a mediator as a condition precedent to the institution of litigation. The parties shall agree on a mediator but, if they are unable to so agree, they will submit a request for mediation to the American Arbitration Association. The parties agree to share the cost of mediation equally.

(INTENTIONALLY LEFT BLANK)

This Agreement entered into as of the day and year first written above.

Walton County Georgia

By: Kevin W. [Signature]

Dated: 1-8-02
Chairman of the Board of Commissioners of
Walton County Georgia

Address:
PO Box 585
Monroe, GA
30655

Attest: Letia B. Tallard
County Clerk

SHERIFF OF WALTON COUNTY

[Signature]
Address:
1425 South Madison Ave.
Monroe, Georgia 30655
Phone: 770-267-0887

APPROVED AS TO FORM:

John W. Spence
John W. Spence, County Attorney
Address:
120 West Highland Avenue
Monroe, GA 30655
(770) 267-8843

PAY TEL COMMUNICATIONS, INC.

By: [Signature]
Its President

Dated: 2/5/02

Attest: May Erickson

Account Representative:
Randy Chester
Post Office Box 8179
Greensboro, North Carolina 27419
Phone: 800-729-8355
Fax: 800-776-8423

EXHIBIT A

PROPERTY DESCRIPTION

The Premises which are the subject of the Agreement dated _____

Walton County Jail
1425 South Madison Ave.
Monroe, Georgia 30655

Tammy Kirk

From: Leta Talbird [ltalbird@co.walton.ga.us]

Sent: Wednesday, April 03, 2013 1:41 PM

To: Tammy Kirk

Subject: Pay Tel Contract

Tammy,
See attached. Sorry it took so long to get this to you.
Leta

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This message has been scanned for viruses and
dangerous content by **MailScanner**, and is
believed to be clean.