

**GEORGIA DEPARTMENT OF CORRECTIONS
LEGAL OFFICE**



**FIRST AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS FIRST AMENDMENT to a contract for Inmate Telephone Services effective May 3, 2001 ("Original Agreement"), by and between MCI WORLDCOM COMMUNICATIONS, INC. ("WorldCom" or "Contractor") and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into as of the date of the last signature set forth below ("Amendment Signature Date"). The Effective Date for the rates set forth herein will be as set forth in paragraph 2 below.

WITNESSETH:

WHEREAS, heretofore, the GDC and WorldCom entered into the Original Agreement effective as of May 3, 2001, with respect to Inmate Collect-Only Telephone Services ("the Services") to be provided by WorldCom at State correctional institutions, as more fully described therein; and

WHEREAS, WorldCom agreed to pay the State a commission based on the revenue generated by the Services; and

WHEREAS, the Agreement provided that rates charged to end users for the Services would not exceed the dominant carrier rates set forth in the carriers' tariffs; and

WHEREAS, the Georgia Public Services Commission ("PSC") initiated a generic proceeding (Docket No. 14530-U) to review the rates charged for long distance telephone services from institutional facilities culminating in a hearing on January 16, 2002; and

WHEREAS, on February 28, 2002, the Georgia PSC issued an Order, followed by a Corrected Order issued on March 19, 2002, setting rates for all carriers for local, IntraLATA, and InterLATA Intrastate Inmate Collect Telephone Service calls that were substantially lower than the dominant carrier rates on which WorldCom had based its response to the GDC's Request for Proposals to provide the Services; and

WHEREAS, the Agreement between the Parties provided that in the event the dominant carrier rates were reduced during the life of the contract, the Parties would negotiate in good faith a reduction in the commission percentage paid to the GDC under the Agreement; and

WHEREAS, WorldCom is willing to offer the commission structure described herein, including a fixed commission for the fiscal year July 2002 through June 2003 provided that GDC exercises the two (2) one (1) year options of the Agreement as of the dates set forth below; and

WHEREAS, GDC intends to exercise the two (2) one (1) year options of the Agreement provided that WorldCom is not in material default of the Agreement at that time in return for the revised commission rates described herein with the fixed commission for the 2002-2003 fiscal year.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement are unchanged. The Original Agreement, including this Amendment, 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 Agreement is hereby amended to change the commission rate of sixty-five percent (65%) to the following:
 - A. For the period from April 1, 2002, through June 30, 2002, WorldCom will pay GDC an interim commission rate of forty nine percent (49%).
 - B. For each fiscal year period (July 1 through June 30) beginning in 2002 and continuing through 2006, the commission rate will vary based on the commissionable revenue generated during the period as follows:

Fiscal Year Revenue (in millions)	Commission Percentage
\$0 - \$19.3	46% <i>July 2004 - June 2005</i>
\$19.3+ - \$23.0	51%
\$23.0+	55%

Commission payments will be made using the commission rate applicable to

July 2003 - Dec 2003
July 04 - June 2004

the commissionable revenue generated during the prior six months. These payments are subject to true up as described in paragraph 2.D below.

- C. Notwithstanding paragraph 2.B above, for the fiscal year July 1, 2002, through June 30, 2003, only, WorldCom will pay GDC a commission of Thirteen Million, One Hundred Thousand Dollars (\$13.1M) to be paid in twelve (12) equal monthly installments (even if that amount exceeds the commission due pursuant to paragraph 2.B above) subject to the provisions of paragraphs 3 and 4 below.
 - D. Beginning with fiscal year 2003 – 2004, the parties will perform a true up every six months to adjust the commission rate for difference between the projected and actual volume for the prior six month period and to determine the amount of any overpayment or underpayment. The true up is calculated by subtracting the commissions due based on the table in paragraph 2.B above from the commission payments actually paid to GDC for the previous six month period. Prior to true up the commission payments are calculated by applying the projected commission rate to the actual commissionable revenue. The projected commission rate is the rate applicable to commissionable revenue generated during the previous six months based on the table set forth in paragraph 2.B. To the extent commissions have been overpaid for the six months prior to true up, WorldCom will deduct the overpayment from future commission payments within sixty (60) days of the true up or longer if the full amount is not recovered in sixty (60) days. To the extent there is an underpayment, WorldCom will pay GDC the amount of the underpayment within sixty (60) days of the true up.
3. It is the intent of GDC to exercise the two one year options to renew the contract specified in paragraph 1.9.1 of the RFP, in consideration for the fixed commission paid pursuant to paragraph 2.C above, unless WorldCom is in material breach of the contract. GDC agrees to exercise the first option for fiscal year 2004-2005 no later than November 3, 2003, and the second option for fiscal year 2005-2006 no later than November 3, 2004. The occurrence of a “material breach” will be determined under paragraph 7 of the Original Agreement.
 4. If GDC fails to exercise either of the option years as anticipated by the dates set forth above in paragraph 3 or the Agreement is terminated prior to May 2, 2006, for any reason other than a material breach of the Agreement by WorldCom, commission payments will be adjusted immediately. The adjustment will reduce commission payments by an amount equal to the difference between the Thirteen Million, One Hundred Thousand Dollars (\$13.1M) commission payment for fiscal year 2002-2003

and what the actual annual commission would have been under the commission structure set forth in paragraph 2.B above. The amount of reduction is calculated by subtracting Thirteen Million, One Hundred Thousand Dollars (\$13.1M) from the actual commissions earned in fiscal year 2003. Actual commissions are calculated by multiplying the commissionable revenue for fiscal year 2002-2003 times the applicable commission percentage set forth in paragraph 2.B. In no case will this adjustment require GDC to refund commission payments already received. WorldCom intends to recover the full adjustment within six (6) months of the date of notice of nonrenewal or of termination. This period of recovery will be extended only if WorldCom is unable to recover the full amount in six (6) months.

5. The foregoing shall not be interpreted to alter or limit in any way WorldCom's right to dispute a finding of material breach in accordance with the terms of the Original Agreement.
6. 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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

MCI WORLDCOM
COMMUNICATIONS, INC.:

BY: _____

Name: JERRY A. EDLERTON

Title: Sr.VP

Date: 5.3.02

GEORGIA DEPARTMENT OF
CORRECTIONS:

BY: _____

Name: Mark E. Guzzi
Commissioner's Designee

Title: _____

Date: 5/20/02

**SECOND AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS SECOND AMENDMENT to a contract for Inmate Telephone Services effective May 3, 2001 ("Original Agreement"), by and between MCI WORLDCOM Communications, Inc. ("MCI" or "Contractor") and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into as of November 3, 2004 ("Amendment Effective Date").

WITNESSETH:

WHEREAS, heretofore, the GDC and MCI entered into the Original Agreement effective as of May 3, 2001, with respect to Inmate Collect-Only Telephone Services ("the Services") to be provided by MCI at State correctional institutions, as more fully described therein; and

WHEREAS, heretofore, the GDC and MCI entered into the First Amendment to the Original Agreement effective as of May 20, 2002, with respect to commission rate MCI shall provide to GDC under the Original Agreement; and

WHEREAS, the Georgia Public Services Commission ("PSC") initiated a generic proceeding (Docket No. 17990-U) to review the commissions and rates associated with inmate telephone services culminating in a hearing on July 20, 2004; and

WHEREAS, based upon the Georgia PSC's proceeding, both parties anticipate the Georgia PSC to issue an Order setting new rates for all carriers for inmate telephone services that may be substantially lower than the dominant carrier rates on which MCI had based its response to the GDC's Request for Proposals to provide the Services and First Amendment to the Original Agreement; and

WHEREAS, the Original Agreement between the Parties provides that in the event the dominant carrier rates are reduced during the life of the contract, the Parties will negotiate in good faith a reduction in the commission percentage paid to the GDC under the Original Agreement; and

WHEREAS, the current Period of Performance of the Original Agreement ends on June 30, 2005, and one option year remains exercisable for fiscal year 2005-2006; and

WHEREAS, both parties would like to extend the date by which GDC must exercise the option year for fiscal year 2005-2006 under the First Amendment to allow time for the parties to negotiate in good faith a new commission percentage based upon any Georgia PSC Orders issued as a result of Docket No. 17990-U.

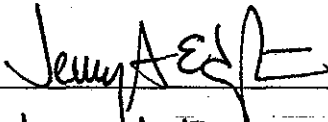
NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:


1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, as modified by the First Amendment are unchanged. The Agreement, including the First Amendment and this Second Amendment, 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 date "November 3, 2004" contained in paragraph 3 of the First Amendment is hereby changed to "February 3, 2005".
3. The foregoing shall not be interpreted to alter or limit in any way MCI's right to dispute a finding of material breach in accordance with the terms of the Agreement.
4. 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 may not be amended except by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

MCI WORLDCOM
COMMUNICATIONS, INC.

GEORGIA DEPARTMENT OF
CORRECTIONS

BY: 
 Name: JERRY A. EDGERTON
 Title: SVP
 Date: 11/19/04

BY: 
 Name: _____
 Title: MARK E. GUZZI
COMMISSIONERS DESIGNEE
 Date: 11/19/04

**THIRD AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS THIRD AMENDMENT to a contract for Inmate Telephone Services effective May 3, 2001 ("Original Agreement"), by and between MCI WORLDCOM Communications, Inc. ("MCI" or "Contractor") and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into as of July 1, 2005 ("Amendment Effective Date").

WITNESSETH:

WHEREAS, heretofore, the GDC and MCI entered into the Original Agreement effective as of May 3, 2001, with respect to Inmate Collect-Only Telephone Services ("the Services") to be provided by MCI at State correctional institutions, as more fully described therein; and

WHEREAS, heretofore, the GDC and MCI entered into the First Amendment to the Original Agreement effective as of May 20, 2002, with respect to the commission rate MCI shall provide to GDC under the Original Agreement; and

WHEREAS, the Georgia Public Services Commission ("PSC") initiated a generic proceeding (Docket No. 17990-U) to review the commissions and rates associated with inmate telephone services culminating in a hearing on July 20, 2004; and

WHEREAS, based upon the Georgia PSC's proceeding, the Georgia PSC issue an Order setting new rates for all carriers for inmate telephone services that are substantially lower than the dominant carrier rates on which MCI had based its response to the GDC's Request for Proposals to provide the Services and First Amendment to the Original Agreement; and

WHEREAS, the Original Agreement between the Parties provides that in the event the dominant carrier rates are reduced during the life of the contract, the Parties will negotiate in good faith a reduction in the commission percentage paid to the GDC under the Original Agreement; and

WHEREAS, the current Period of Performance of the Original Agreement ends on June 30, 2005, and one option year remains exercisable for fiscal year 2005-2006; and

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, as modified by the First and Second Amendments are unchanged. The Agreement, including the First Amendment, Second Amendment and this Third Amendment, shall be referred to as the "Agreement."

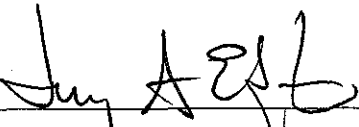
All capitalized terms used in this Amendment and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.

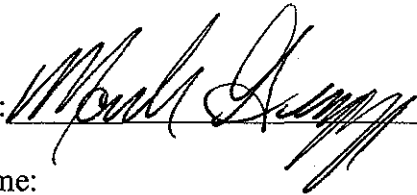
2. GDC hereby exercises its option to renew the Agreement for an additional one-year period to run from July 1, 2005 through June 30, 2006. MCI and GDC agree that the commission rate for this renewal period shall be 50.7%.
3. GDC and MCI hereby agree to extend the term of the Agreement for an additional one-year period to run from July 1, 2006 through June 30, 2007. MCI and GDC agree that the commission rate for this extension period shall be 50.1%.
4. At the conclusion of the one-year extension period (June 30, 2007), GDC shall, at its discretion, have the option to renew the Agreement for two additional fiscal years, exercisable in one-year increments (July 1 – June 30), upon the same terms and conditions as agreed upon in the Agreement, with the exception of commission rates. The commission rates for these final two option years shall be negotiated and agreed upon by GDC and MCI six (6) months in advance of the presumptive effective date of each of the renewal years. If commission rate negotiations for either of the renewal years fail to produce a commission rate that is acceptable to both GDC and MCI GDC is entitled to re-bid the contract for inmate telephone services.
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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

MCI WORLDCOM
COMMUNICATIONS, INC.

GEORGIA DEPARTMENT OF
CORRECTIONS

BY: 
Name: Jerry A. Edgerton, Senior V.P.
Title: _____
Date: 7/25/05

BY: 
Name: _____
Title: MARK E. GUZZI
COMMISSIONER'S DESIGNEE
Date: 7-13-05

**FOURTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS FOURTH AMENDMENT to a contract for Inmate Telephone Services effective May 3, 2001 ("Original Agreement"), by and between MCI WORLDCOM Communications, Inc. ("MCI" or "Contractor") and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into as of September 1, 2005 ("Amendment Effective Date").

WITNESSETH:

WHEREAS, heretofore, the GDC and MCI entered into the Original Agreement effective as of May 3, 2001, with respect to Inmate Collect-Only Telephone Services ("the Services") to be provided by MCI at State correctional institutions, as more fully described therein; and

WHEREAS, pursuant to the Original Agreement MCI agreed to provide refresher training support to GDC staff;" and

WHEREAS, over the life of the Original Agreement the need for refresher training has become lessened due to GDC staff becoming more knowledgeable of the system; and

WHEREAS, the parties to the Original Agreement desire to alter the refresher training requirement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, as modified by the First, Second, and Third Amendments are unchanged.
2. The parties hereby agree to delete Paragraph E of Section 3.0 on Page 3-51 of Volume I of Contractor's Technical Proposal in its entirety and to replace said paragraph with the following language:

"E. Refresher Training – Refresher training is available to GDC at any time, upon request. All refresher training will be coordinated through the MCI Operations Center in Gainesville, Florida and shall be scheduled at times and locations that are convenient to GDC in order to accommodate the needs of GDC staff and administration. The refresher training curriculum will be the same as the training that was delivered at the time of system

installation. The refresher training sessions can, however, be tailored for each audience to ensure the most appropriate topics are covered. To request refresher training, GDC shall contact the toll free number of the MCI Operations Center located in Gainesville, Florida. Once a request for refresher training is received Contractor will work with GDC staff in scheduling the refresher training. Contractor will maintain one in-state trainer who shall be assigned to and housed at Telfair State Prison. This in-state trainer will provide daily PIN and call list service to Telfair State Prison.”

3. The parties hereby agree to delete the paragraph titled “Training contained on Page 3-62 of Volume I of Contractor’s Technical Proposal in its entirety and to replace said paragraph with the following language:

“Training. Worldcom will dedicate one full-time trainer to do refresher training to GDC personnel over the life of the contract. The trainer will be assigned to and work out of Telfair State Prison.”

4. In consideration of GDC agreeing to reduce Contractor’s training requirements under the Original Agreement, Contractor agrees to provide call list service to Baldwin State Prison and, as needed, similar support to all other state prisons and detention centers when the local system administrator is absent on sick or scheduled leave. At these locations call lists will be updated by GDC faxing changes to the MCI Operations Center located in Gainesville, Florida via a 1-800 line at no cost to GDC.
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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

MCI WORLDCOM
COMMUNICATIONS, INC.

GEORGIA DEPARTMENT OF
CORRECTIONS

BY: Jerry A Edgeron

Name: Jerry A. Edgeron, Senior V.P.

Title: _____

Date: 9/23/05

BY: Mark E. Guzzi

Name: _____

Title: MARK E. GUZZI
COMMISSIONERS DESIGNEE

Date: 9-7-05

**FIFTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS FIFTH AMENDMENT to the contract for Inmate Telephone Services that became effective May 3, 2001 ("Original Agreement"), by and between Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. (formerly "MCI WORLDCOM Communications, Inc.") d/b/a Verizon Business ("Verizon" or "Contractor") and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into as of March 1, 2007 ("Amendment Effective Date").

WITNESSETH:

WHEREAS, heretofore, the GDC and Verizon entered into the Original Agreement effective as of May 3, 2001, with respect to Inmate Collect-Only Telephone Services ("the Services") to be provided by Verizon at State correctional institutions, as more fully described therein; and

WHEREAS, heretofore, the GDC and Verizon entered into the First Amendment to the Original Agreement effective as of May 20, 2002, with respect to the commission rate Verizon shall provide to GDC under the Original Agreement; and

WHEREAS, the Georgia Public Services Commission ("PSC") initiated a generic proceeding (Docket No. 17990-U) to review the commissions and rates associated with inmate telephone services culminating in a hearing on July 20, 2004; and

WHEREAS, based upon the Georgia PSC's proceeding, the Georgia PSC issue an Order setting new rates for all carriers for inmate telephone services that are substantially lower than the dominant carrier rates on which Verizon had based its response to the GDC's Request for Proposals to provide the Services and First Amendment to the Original Agreement; and

WHEREAS, the Original Agreement between the Parties provides that in the event the dominant carrier rates are reduced during the life of the contract, the Parties will negotiate in good faith a reduction in the commission percentage paid to the GDC under the Original Agreement; and

WHEREAS, the Parties have subsequently entered into a Second, Third, and Fourth Amendment to the Original Agreement; and

WHEREAS, under the terms of the Third Amendment to the Agreement GDC was granted the option to renew the Agreement for two additional fiscal years, beginning with fiscal year 2007-2008, that are exercisable in one-year increments; and

WHEREAS, the current Period of Performance of the Original Agreement ends on June 30, 2007, and GDC wishes to exercise its option extend the Agreement for an additional fiscal year.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, as modified by the First, Second, Third, and Fourth 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. GDC hereby exercises its option to renew the Agreement for an additional one-year period to run from July 1, 2007 through June 30, 2008. Verizon and GDC agree that the commission rate for this renewal period shall be 49.5%.
3. At the conclusion of the one-year extension period (June 30, 2008), GDC shall, at its discretion, have the option to renew the Agreement for one additional fiscal year upon the same terms and conditions as agreed upon in the Agreement, with the exception of commission rates. The commission rate for the final option year shall be negotiated and agreed upon by GDC and Verizon six (6) months in advance of the presumptive effective date of the renewal year. If commission rate negotiations for the renewal year fails to produce a commission rate that is acceptable to both GDC and Verizon GDC is entitled to re-bid the contract for inmate telephone services.
4. 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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Verizon Business Network Services
Inc. on behalf of MCI Communications
Services, Inc.

GEORGIA DEPARTMENT OF
CORRECTIONS

BY: _____



BY: _____



Name: _____

Suleiman Hessami
VP Pricing/Contract Management

Name: _____

Mark E. Guzzi

Title: _____

Assistant General Counsel

Title: _____

Commissioner's Designee

Date: _____

3-19-07

Date: _____

4/4/07

**GEORGIA DEPARTMENT OF CORRECTIONS
LEGAL OFFICE**



**SIXTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS SIXTH AMENDMENT to the contract for Inmate Telephone Services that became effective May 3, 2001 ("Original Agreement"), by and between Global Tel*Link (formerly "Verizon Business Network Services Inc." on behalf of MCI Communication Services, Inc formerly "MCI WORLDCOM Communications, Inc." d/b/a Verizon Business) and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into July 1, 2008 ("Amendment Effective Date").

WITNESSETH:

WHEREAS, heretofore, the GDC and Global Tel*Link ("GTL"), with respect entered into the original Agreement effective as of May 3, 2001, with respect to Inmate Collect – Only Telephone Services ("the Services") to be provided by GTL at State Correctional Institutions, as more fully described therein; and

WHEREAS, heretofore, the GDC and GTL entered into the First Amendment to the Original Agreement effective as of May 20, 2002, with respect to the commission rate Global Tel*Link shall provide to GDC under the Original Agreement; and

WHEREAS, the Georgia Public Service Commission ("PSC") initiated a generic proceeding (Docket No. 17990-U) to review the commissions and rates associated with telephone services culminating in a hearing on July 30, 2004; and

WHEREAS, based upon the Georgia PSC's proceeding, the Georgia PSC issued an Order setting new rates for all carriers for inmate telephone services that are substantially lower than the dominant carrier rates on which GTL had based it's response to the GDC's Request for Proposal to provide the Services and the First Amendment to the Original Agreement, and;

WHEREAS, the Original Agreement between the Parties provides that in the event the dominant carrier rates are reduced during the life of the contract, the Parties will negotiate in good faith a reduction in the commission percentage paid to the GDC under the Original Agreement, and;

WHEREAS, the Parties have subsequently entered into a Second, Third, Fourth, and Fifth Amendment to the Original Agreement; and

WHEREAS, under the terms of the Third Amendment of the Agreement GDC was granted the option to renew the Agreement for two additional fiscal years, beginning with fiscal year 2007-2008, that are exercisable in one-year increments; and

WHEREAS, the current Period of Performance ends on June 30, 2008, and GDC wishes to exercise its final remaining option to extend the Agreement for the fiscal year 2009.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions set forth in the Original Agreement, as modified by the First, Second, Third, Fourth, and Fifth 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. GDC hereby exercises its option to renew the Agreement for an additional one-year period to run from July 1, 2008 through June 30, 2009. GTL and GDC agree that the commission rate for this renewal period shall be 49.5%.
3. At the conclusion of the one-year extension period (June 30, 2009), GDC shall re-bid the contract for inmate telephone services.
4. 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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Global Tel*Link

BY: Teresa Ridgeway
Name: Teresa Ridgeway
Title: SVP Administration

GEORGIA DEPARTMENT OF
CORRECTIONS

By: Mark E. Guzzi
Name: Mark E. Guzzi
Assistant General Counsel
Title: Commissioner's Designee

**SEVENTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS SEVENTH AMENDMENT to the contract for Inmate Telephone Services that became effective May 3, 2001 ("Original Agreement"), by and between Global Tel*Link Corporation ("GTL" or "Contractor"), formerly "Verizon Business Network Services Inc. on behalf of MCI Communication Services, Inc. formerly "MCI WORLDCOM Communications, Inc." d/b/a Verizon Business, and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into as of January , 2009 ("Amendment Effective Date").

WITNESSETH:

WHEREAS, GDC and GTL entered into the Original Agreement effective as of May 3, 2001, with respect to Inmate Collect-Only Telephone Services ("the Services") to be provided by GTL at State correctional institutions, as more fully described therein; and

WHEREAS, GDC and GTL entered into the First Amendment to the Original Agreement effective as of May 20, 2002, with respect to the commission rate GTL shall provide to GDC under the Original Agreement; and

WHEREAS, the Georgia Public Services Commission ("PSC") initiated a generic proceeding (Docket No. 17990-U) to review the commissions and rates associated with inmate telephone services culminating in a hearing on July 20, 2004; and

WHEREAS, based upon the Georgia PSC's proceeding, the Georgia PSC issued an Order setting new rates for all carriers for inmate telephone services that are substantially lower than the dominant carrier rates on which GTL had based its response to the GDC's Request for Proposals to provide the Services and First Amendment to the Original Agreement; and

WHEREAS, the Original Agreement between the Parties provides that in the event the dominant carrier rates are reduced during the life of the contract, the Parties will negotiate in good faith a reduction in the commission percentage paid to the GDC under the Original Agreement; and

WHEREAS, the Parties have subsequently entered into a Second, Third, Fourth, Fifth, and Sixth Amendment to the Original Agreement; and

WHEREAS, under the terms of the Third Amendment to the Agreement GDC was granted the option to renew the Agreement for two additional fiscal years, beginning with fiscal year 2007-2008, that are exercisable in one-year increments; and

WHEREAS, the current Period of Performance of the Original Agreement ends on June 30, 2009.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, as modified by the First, Second, Third, Fourth, Fifth, and Sixth 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. GDC and GTL hereby agree to retroactively change the GDC Commission rate to 56% effective December 1, 2008.
3. GDC and GTL hereby agree to extend the term of the Agreement for an additional one-year period to run from July 1, 2009 through June 30, 2010. GTL and GDC agree that the commission rate for this extension period shall be 58%.
4. At the conclusion of the one-year extension period (June 30, 2010), GDC shall, at its discretion, have the option to renew the Agreement for two additional fiscal years, exercisable in one-year increments (July 1, 2010 to June 30, 2011 and July 1, 2011 to June 30, 2012.), upon the same terms and conditions as agreed upon in the Agreement with exception of the commission rate for fiscal year 2012.
5. At the conclusion of the one-year extension period (June 30, 2011), GDC shall, at its discretion, have the option to renew the Agreement for fiscal year 2012 (July1, 2011 to June 30, 2012) with the commission rate of 59.5%.
6. GDC and GTL hereby agree to modify the requirements of paragraph 3.2.1 "Call Recording" of Volume I: Technical Proposal to require 12 months of recording available on hard disk at no additional cost to GDC.
7. GDC and GTL hereby agree to increase the current VPN access count from 20 users to 35 users at no additional cost to GDC.
8. GDC and GTL hereby agree to migrate Dodge State Prison and Central Probation Detention Center to the GTL Services under the same terms and conditions as agreed upon in the Agreement at no additional cost to GDC.
9. GDC and GTL hereby agree to modify the requirements of paragraph 2.1.2 of Volume I: Technical Proposal to include the provision of the capability for inmates to make secured collect calls to cellular phones from Inmate phones under the same terms and conditions as agreed upon in the Agreement at no additional cost to GDC. Secured call completion to cellular phones must meet the requirements of the direct remit billing process as presented in October 2008 by

GTL to GDC. GTL agrees to disclose billing account information as requested, on an as needed basis, by GDC.

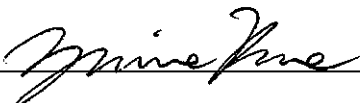
10. EXCEPT AS HEREIN MODIFIED OR AMENDED, THE PROVISIONS, CONDITIONS AND TERMS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT. This Amendment sets forth the entire understanding between the parties with regard to the subject matter hereof and supersedes any prior or contemporaneous 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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

GLOBAL TEL*LINK
CORPORATION

GEORGIA DEPARTMENT OF
CORRECTIONS

BY: 

BY: 

Name: JEFFREY B. HAIDINGER

Name: Yurie Y. Bae
Assistant Counsel

Title: PRESIDENT - SERVICES

Title: Commissioner's Designee

Date: 1/7/09

Date: 01/13/09

**EIGHTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS EIGHTH AMENDMENT to the contract for Inmate Telephone Services that became effective May 3, 2001 ("Original Agreement"), by and between Global Tel*Link ("GTL" or "Contractor"), formerly "Verizon Business Network Services Inc." on behalf of MCI Communication Services, Inc. formerly "MCI WORLDCOM Communications, Inc." d/b/a Verizon Business, and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into as of February 12, 2010 ("Amendment Effective Date").

WITNESSETH:

WHEREAS, heretofore, GDC and GTL entered into the Original Agreement effective as of May 3, 2001, with respect to Inmate Collect-Only Telephone Services ("the Services") to be provided by GTL at State correctional institutions, as more fully described therein; and

WHEREAS, GDC and GTL entered into the First Amendment to the Original Agreement effective as of May 20, 2002, with respect to the commission rate Global Tel*Link shall provide to GDC under the Original Agreement; and

WHEREAS, the Georgia Public Services Commission ("PSC") initiated a generic proceeding (Docket No. 17990-U) to review the commissions and rates associated with inmate telephone services culminating in a hearing on July 20, 2004; and

WHEREAS, based upon the Georgia PSC's proceeding, the Georgia PSC issued an Order setting new rates for all carriers for inmate telephone services that are substantially lower than the dominant carrier rates on which GTL had based its response to the GDC's Request for Proposals to provide the Services and First Amendment to the Original Agreement; and

WHEREAS, the Original Agreement between the Parties provides that in the event the dominant carrier rates are reduced during the life of the contract, the Parties will negotiate in good faith a reduction in the commission percentage paid to the GDC under the Original Agreement; and

WHEREAS, the Parties have subsequently entered into a Second, Third, Fourth, Fifth, Sixth, and Seventh Amendment to the Original Agreement; and

WHEREAS, under the terms of the Seventh Amendment to the Agreement GDC was granted the option to renew the Agreement for two additional fiscal years, beginning with fiscal year 2010-2011, that are exercisable in one-year increments; and

WHEREAS, the current Period of Performance of the Original Agreement ends on June 30, 2010.


**EIGHTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, as modified by the First, Second, Third, Fourth, Fifth, Sixth and Seventh 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. GDC and GTL hereby agree to extend the term of the Agreement for an additional one-year period to run from July 1, 2010 through June 30, 2011. GTL and GDC agree that the commission rate for this extension period shall be 58%.
3. At the conclusion of the one-year extension period (June 30, 2011), GDC shall, at its discretion, have the option to renew the Agreement for one additional fiscal year, (July 1, 2011 - June 30, 2012), upon the same terms and conditions as agreed upon in the Agreement. GTL and GDC agree that the commission rate for this FY 2012 extension period shall be 59.5%.
4. 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.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

GLOBAL TEL*LINK
CORPORATION

BY: 

Name: Jeffrey B. Haidinger

Title: President, Services

Date: 2/2/10

GEORGIA DEPARTMENT OF
CORRECTIONS

BY: 

Name: Mark E. Guzzi

Title: Assistant General Counsel
Commissioner's Designee

Date: 2/12/10

**NINTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS NINTH AMENDMENT to the contract for Inmate Telephone Services that became effective May 3, 2001 ("Original Agreement"), by and between Global Tel*Link ("GTL" or "Contractor"), formerly "Verizon Business Network Services Inc." on behalf of MCI Communication Services, Inc. formerly "MCI WORLDCOM Communications, Inc." d/b/a Verizon Business, and the GEORGIA DEPARTMENT OF CORRECTIONS ("GDC" or "Customer"), is made and entered into as of August 11, 2010 ("Amendment Effective Date").

WITNESSETH:

WHEREAS, heretofore, GDC and GTL entered into the Original Agreement effective as of May 3, 2001, with respect to Inmate Collect-Only Telephone Services ("the Services") to be provided by GTL at State correctional institutions, as more fully described therein; and

WHEREAS, GDC and GTL entered into the First Amendment to the Original Agreement effective as of May 20, 2002, with respect to the commission rate Global Tel*Link shall provide to GDC under the Original Agreement; and

WHEREAS, the Georgia Public Services Commission ("PSC") initiated a generic proceeding (Docket No. 17990-U) to review the commissions and rates associated with inmate telephone services culminating in a hearing on July 20, 2004; and

WHEREAS, based upon the Georgia PSC's proceeding, the Georgia PSC issued an Order setting new rates for all carriers for inmate telephone services that are substantially lower than the dominant carrier rates on which GTL had based its response to the GDC's Request for Proposals to provide the Services and First Amendment to the Original Agreement; and

WHEREAS, the Original Agreement between the Parties provides that in the event the dominant carrier rates are reduced during the life of the contract, the Parties will negotiate in good faith a reduction in the commission percentage paid to the GDC under the Original Agreement; and

WHEREAS, the Parties have subsequently entered into a Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth Amendment to the Original Agreement; and

WHEREAS, the current Period of Performance of the Original Agreement ends on June 30, 2011.

**NINTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:


1. Except as otherwise expressly set forth herein, the terms and conditions contained in the Original Agreement, as modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth 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. GDC and GTL hereby agree to an immediate reduction in contractually required six (6) field technician positions to a quantity of five (5) field technician positions for the remaining term of the Agreement. However, GDC shall, at its discretion, require a return to six (6) field technician positions or provision of other additional resources at any time due to an increase in trouble tickets, an increase in category outages, an increase in facility outages or an increase in system downtimes over the previous quarter's uptime statistics. In addition, GDC will work to expand inmate phone operating hours at the sole discretion of the GDC Corrections Division. These considerations will be granted in exchange for the provision of four (4) CelleBrite Universal Forensic Extraction Devices as described in Quote Number: m7273 from CelleBrite USA, Corp. GDC will order the devices from CelleBrite with reimbursement payable by GTL in the amount of \$32,339.96 within 30 days of receipt of devices by GDC. Parties agree that GTL's sole responsibility related to the four (4) Cellebrite Universal Forensic Extraction Devices as described in Quote Number: m7273 is to provide the reimbursement of \$32,339.96 to GDC within 30 days of receipt of devices by GDC. GTL shall not be responsible for maintenance, repairs, damage to the Cellebrite equipment, or damage or injury caused by the Cellebrite equipment. GTL offers no warranties, including any implied warranties of merchantability or fitness for a particular purpose, or guarantees of replacement of the equipment. GTL shall assume no liability that may arise from the Cellebrite equipment.
3. At the conclusion of the one-year extension period (June 30, 2011), GDC shall, at its discretion, have the option to renew the Agreement for one additional fiscal year, (July 1, 2011 - June 30, 2012), upon the same terms and conditions as agreed upon in the Agreement. GTL and GDC agree that the commission rate for this FY 2012 extension period shall be 59.5%. The continuation of five (5) field technician positions will be granted if uptime report statistics remain at an acceptable level to GDC.
4. 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.

**NINTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

The Agreement, together with this Amendment, may not be amended except by the mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

GLOBAL TEL*LINK
CORPORATION

BY: 

Name: Jeffrey B. Haidinger

Title: President, Services

Date: 8/5/10

GEORGIA DEPARTMENT OF
CORRECTIONS

BY: 

Name: Mark E. Guzzi

Title: Assistant General Counsel
~~Commissioner's Designee~~

Date: 8/11/10

EXECUTIVE SUMMARY

SCOPE OF SERVICES: (Make this information brief, but descriptive enough so that it may be easily understood.)

To extend contract for Inmate Telephone Services

Please check appropriate box:

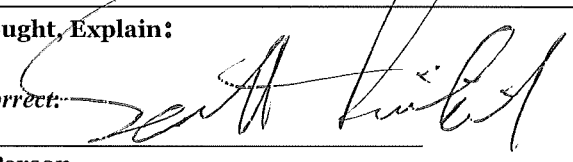
CONSULTANT CONTRACT, NEW	<input type="checkbox"/>	INTERGOVERNMENTAL AGREEMENT	<input type="checkbox"/>
CONSULTANT CONTRACT, RENEWAL	<input type="checkbox"/>	INTERAGENCY AGREEMENT	<input type="checkbox"/>
LETTER OF AGREEMENT, NEW	<input type="checkbox"/>	WORK DETAIL, NEW	<input type="checkbox"/>
LETTER OF AGREEMENT, RENEWAL	<input type="checkbox"/>	WORK DETAIL, RENEWAL	<input type="checkbox"/>
LEASE AGREEMENT	<input type="checkbox"/>	CONSTRUCTION CONTRACT, NEW	<input type="checkbox"/>
MEMORANDUM OF UNDERSTANDING	<input type="checkbox"/>	CONTRACT AMENDMENT	<input checked="" type="checkbox"/>

CONSULTANT/CONTRACTOR: Global Tel*Link	
ORIGINATING UNIT: Administration	CONTACT NAME: Scott Poitevint
TELEPHONE: 478-992-6326	TODAY'S DATE: June 27, 2011

Effective Date	July 1, 2011	Termination Date	June 30th, 2012
Renewal Option	Yes	Organization Number	
Purchase Order Number		Subclass	
Amount Of Amendment		Project Number	
Amendment Number	10	Program Number	
GSFIC Project Number		Account Number	
Payment Terms		Total Contract Amount	

Is this a Minority Vendor?	NO
Is this a Non-Profit Organization?	NO
Was Competitive Bidding Sought?	YES

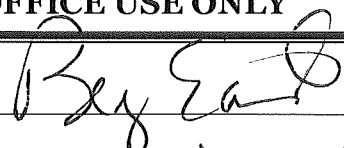
If Competitive Bidding has not been sought, Explain:

The Information in this box is True and Correct: 

Signature of Contact Person

FOR CENTRAL OFFICE USE ONLY

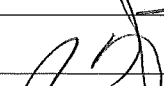
DIVISION DIRECTOR APPROVAL

 Date 6-27-11

BUDGET OFFICE APPROVAL

_____ Date _____

CONTRACT ADMINISTRATION APPROVAL

 Date 6-27-11

LEGAL OFFICE APPROVAL

_____ Date 6-28-11

**TENTH AMENDMENT TO CONTRACT FOR
INMATE TELEPHONE SERVICES**

THIS TENTH AMENDMENT ("Amendment") to the contract for Inmate Telephone Services originally entered into on May 3, 2001 ("Original Agreement") is entered into as of the date it has been fully executed by the parties to this Amendment, 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 through fiscal year 2012.

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 contained in the Original Agreement, as modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth 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.
1. The Department shall exercise its option to renew the Agreement for one (1) additional fiscal year commencing on July 1, 2011 and terminating at 11:59 p.m. on June 30, 2012. The Department and Contractor agree that the commission rate during the term provided for in the Amendment shall be 59.5%. The Department and Contractor may extend or modify the Agreement by mutual written agreement as cellphone detection technology is identified, tested, and approved.
2. 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.
4. 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: [Signature]

NAME: Robert E. Jones

TITLE: General Counsel

DATE: 6-26-11

GLOBAL TEL*LINK
CORPORATION:

BY: [Signature]

NAME: Jeffrey B. Haidinger

TITLE: President, Services

DATE: 6/23/11

ELEVENTH AMENDMENT TO CONTRACT FOR INMATE TELEPHONE SERVICES

THIS ELEVENTH AMENDMENT ("Amendment") to the contract for Inmate Telephone Services originally entered into on May 3, 2001 ("Original Agreement") is entered into as of the date it has been fully executed by the parties to this Amendment, 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 through fiscal year 2013, increase the commission rate to 60%, and require Contractor to reimburse the Department for ten (10) CellSense Search Systems.

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 contained in the Original Agreement, as modified by the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth 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 one (1) additional fiscal year commencing on July 1, 2012 and terminating at 11:59 p.m. on June 30, 2013. The Department and Contractor agree that the commission rate during the term provided for in the Amendment shall be 60%. Additionally, the Contractor agrees to reimburse Department for the purchase of ten (10) CellSense Search Systems in the amount of \$95,320.00 within 30 days of receipt of the CellSense Search System devices by Department. Contractor shall not be responsible for the maintenance, repairs, damage to the CellSense devices, or damage or injury caused by the CellSense devices. Contractor offers no warranties, including any implied warranties of merchantability or fitness for a particular purpose, or guarantees of replacement of the devices. Contractor shall assume no liability that may arise from the use of the CellSense devices.
3. 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.

4. 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. Innes

NAME: Robert E. Innes

TITLE: General Counsel

DATE: 6-25-2012

GLOBAL TEL*LINK
CORPORATION:

BY: Jeffrey O. Haidinger

NAME: Jeffrey O. Haidinger

TITLE: President-services

DATE: 6/21/12