

**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
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