

## SECOND AMENDMENT TO CONTRACT PURCHASE ORDER #01083

This Second Amendment ("2<sup>nd</sup> Amendment") is made and entered into by and between **MCI WORLDCOM Communications, Inc.**, on behalf of itself and its U.S.-based affiliates and their respective successors (together, "MCI"), with its Government Markets business unit offices at 1945 Old Gallows Road, Vienna, VA 22182, and the **State of Idaho** ("State" or "Customer"). MCI and Customer are sometimes referred to in this 2<sup>nd</sup> Amendment individually as a "Party" and collectively as the "Parties."

WHEREAS, on December 12, 2001 the State issued Contract Purchase Order #010083 to MCI, under which MCI provides inmate telephone services to the State's Department of Corrections, and the Parties have once before amended said Contract Purchase Order by First Amendment effective December 14, 2004 (the original Contract Purchase Order as amended by said First Amendment are together referred to herein as the "CPO"); and

WHEREAS, the Parties mutually desire to amend the CPO further in the particulars set forth in this 2<sup>nd</sup> Amendment;

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the Parties agree as follows:

1. **Survival:** Except as otherwise expressly set forth in this 2<sup>nd</sup> Amendment, the terms and conditions of the CPO are unchanged and in full force and effect. All capitalized terms used in this 2<sup>nd</sup> Amendment and not otherwise defined herein shall have the meaning set forth in the CPO. In the event of any conflict or inconsistency between this 2<sup>nd</sup> Amendment and the CPO, this 2<sup>nd</sup> Amendment shall control.
2. **Effective Date.** This 2<sup>nd</sup> Amendment shall be effective upon the date of the last signature by an authorized representative of each Party below ("2<sup>nd</sup> Amendment Effective Date").
3. **Rates.** The following rates and charges for inmate collect and debit calls shall apply, effective as of the later of (1) April 1, 2005 or (2) MCI's filing of any modifications to its State or Federal tariff(s) or their successor(s) as required by applicable law and MCI's receipt of any necessary regulatory approvals (the "Rate Effective Date"):

<u>CALL TYPE</u>	<u>CALL SET-UP CHARGE</u>	<u>PER MINUTE RATE</u>
Local	\$1.50	\$0.10
IntraLATA	\$1.75	\$0.15
IntraState/InterLATA	\$2.25	\$0.30
Interstate	\$3.95	\$0.89
International*	\$3.95	\$0.89

\*These rates & charges shall be effective for International Debit Calls immediately upon implementation of Debit Calling per Amendment #1, even if prior to April 1, 2005.

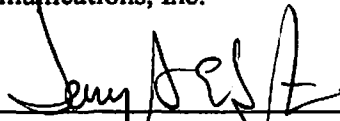
4. **Commissions.** Commencing with inmate collect and debit calls during April 2005, MCI will pay the State a commission equal to Forty-two percent (42%) of Commissionable Revenue.
5. **Entire Agreement:** The CPO as amended by this 2<sup>nd</sup> Amendment constitutes the entire agreement between the Parties with respect to the services MCI provides under the CPO and

supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written, concerning the subject matter hereof. No further amendments to this CPO shall be valid unless in writing and signed by a duly authorized representative of each Party.

STATE OF IDAHO

MCI WORLDCOM  
Communications, Inc.

By: 

By: 

Name: Thomas J. Beauclair

Name: Jerry Edgerton

Title: Director, Dept. of Correction

Title: Sr. Vice President

Date: 2/28/, 2005

Date: 3/15, 2005

## FIRST AMENDMENT TO CONTRACT PURCHASE ORDER #01083

This First Amendment ("1<sup>st</sup> Amendment") is made and entered into by and between MCI **WORLDCOM Communications, Inc.**, on behalf of itself and its U.S.-based affiliates and their respective successors (together, "MCI"), with its Government Markets business unit offices at 1945 Old Gallows Road, Vienna, VA 22182, and the **State of Idaho** ("State" or "Customer"). MCI and Customer are sometimes referred to in this 1<sup>st</sup> Amendment individually as a "Party" and collectively as the "Parties."

WHEREAS, on December 12, 2001 the State issued Contract Purchase Order #010083 ("CPO") to MCI, under which MCI provides inmate telephone services to the State's Department of Corrections, all as set forth in MCI's November 1, 2001 bid in response to the State's Request for Proposal #ITB01163, as amended; and

WHEREAS, the initial three-year term of the CPO expires on December 14, 2004 and the Parties mutually desire to extend the term of the CPO and to amend the CPO in the other particulars set forth in this 1<sup>st</sup> Amendment;

NOW THEREFORE, in consideration of these premises and other good and valuable consideration, the Parties agree as follows:

1. **Survival:** Except as otherwise expressly set forth in this 1<sup>st</sup> Amendment, the terms and conditions of the CPO are unchanged and in full force and effect. All capitalized terms used in this 1<sup>st</sup> Amendment and not otherwise defined herein shall have the meaning set forth in the CPO. Except in the name "MCI WORLDCOM Communications, Inc.," all references in the CPO to "WORLDCOM" or "WorldCom" are hereby deleted and replaced with "MCI." In the event of any conflict or inconsistency between this 1<sup>st</sup> Amendment and the CPO, this 1<sup>st</sup> Amendment shall control.
2. **Effective Date.** Upon signature by an authorized representative of each Party, this 1<sup>st</sup> Amendment shall be effective as of December 14, 2004 ("1<sup>st</sup> Amendment Effective Date"). The term of the CPO is hereby extended for one (1) year, through December 14, 2005.
3. **Commissions.** In lieu of the Franchise Fee that MCI has paid in equal monthly installments under the CPO, commencing with inmate collect calls during January 2005, MCI will pay the State a commission equal to Thirty percent (30%) of "Commissionable Revenue," defined as gross billed revenue (with no deduction for fraudulent or uncollectible calls) from inmate collect calls generated by the telephones covered under the CPO, handled by MCI Operator Services and carried on the MCI network, but excluding: (i) Taxes (as defined in MCI's Service Publication and Price Guide (the "Guide" and its applicable state tariff(s)); (ii) international calls; (iii) credits/refunds that MCI issues to called parties (in the case of collect calls) or inmates (in the case of debit calls); and (iv) amounts MCI is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs ("Governmental Charges" as defined in the Guide), including but not limited to Federal Universal Service charges and Carrier Access Charges. MCI will exercise all commercially reasonable efforts to pay the State the applicable commissions within forty-five (45) days after the calendar month to which they apply. When Inmate Debit Calling is implemented per Section 4 below, MCI will pay commissions at the same rate, on Commissionable Revenue from such calls as well.

4. Inmate Debit Calling. Upon a date to be mutually agreed by the Parties, MCI will implement a Maximum Security Inmate Debit Calling System, as described in the Statement of Work attached to this 1<sup>st</sup> Amendment as Attachment I, and made part hereof. Rates for Debit Calling shall be at the same rates as currently (i.e., as of the 1<sup>st</sup> Amendment Effective Date) being charged for Collect Calling except that International Debit Calls shall be at a per-call Surcharge of \$3.95 and a per minute charge of \$0.89.

5. Notices. The address and addresses for all notices required or permitted to be given by the State to MCI under the CPO are hereby changed to:

MCI  
11080 White Rock Road, Suite 100  
Rancho Cordova, CA 95670  
Attn: Michael K. Patterson, Sr. Acct. Mgr. – Govt. Markets  
Tel: 916-779-1922

with contemporaneous fax copy to:

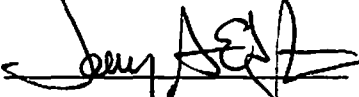
MCI  
5055 North Point Parkway  
Alpharetta, GA 30022  
Attn: Law & Public Policy – Govt. Markets  
FAX: 678-259-1185

6. Entire Agreement: The CPO as amended by this 1<sup>st</sup> Amendment constitutes the entire agreement between the Parties with respect to the services MCI provides under the CPO and supersedes all other representations, understandings or agreements that are not expressed herein, whether oral or written, concerning the subject matter hereof. No further amendments to this CPO shall be valid unless in writing and signed by a duly authorized representative of each Party.

STATE OF IDAHO

MCI WORLDCOM  
Communications, Inc.

By: 

By: 

Name: Thomas J. Beauclair

Name: Jerry Edgerton

Title: Director, Dept. of Corrections

Title: Sr. Vice President

Date: 2/17, 2005

Date: 3/15/05, 2005