



April 14, 2014

Sheriff Tom Carter
Twin Falls County Sheriff's Adult Detention Facility
504 Gooding Street.
Twin Falls, Idaho 83301

Re: Amendment of Phone Call Rates, Phone Call Length, and Telmate Product

Dear Sheriff Tom Carter:

Due to the Federal Communications Commission order for implementation of revised inmate phone call rates on February 11, 2014, the Inmate Telecommunications Location Agreement between Twin Falls ("Customer") and Telmate, dated November 15th, 2007 ("Agreement") will be amended to reflect the parties understanding and agreement of previous discussions regarding revised phone call rates, phone call length, and the introduction of Telmate's newest product, IntraCell. IntraCell is a product whereby the Intralata call rate is used when a local call is completed to a wireless VoIP or non LEC billed destination number from Customer's facility. The Agreement will be amended and effective February 11, 2014 according to the following:

1. The Local Rate for pre-paid calls will be \$3.00 per call for 20 minutes.
2. The Local Rate for collect calls will be \$3.50 per call for 20 minutes.
3. The Interstate Rate for all calls will be \$3.15 per call for the first initial 15 minutes plus additional mandatory regulatory taxes and fees. Each additional minute after the first initial 15 minutes will be \$0.21 per minute.
4. The Interstate Rate for collect calls will be \$3.75 per call for the first initial 15 minutes plus additional mandatory regulatory taxes and fees. Each additional minute after the first initial 15 minutes will be \$0.25 per minute.
5. The allowed call length for all calls may be increased to 20 minutes for facilities with call lengths lower than 20 minutes.

Customer hereby acknowledges that the distribution and sale of the Equipment and Services have been and are subject to certain rules and regulations (collectively "Regulations"), including but not limited to regulations established by the Office of the Comptroller of the Currency (OCC), the United States Office of the Treasury Office of Foreign Assets Control (OFAC), the relevant provisions of the Patriot Act, and the Bank Secrecy Act. Customer agrees to comply with such Regulations. Such cooperation shall include, but is not limited to, access to the data necessary for Telmate and/or its banking sponsor to identify all parties related to cash, credit card, inmate trust or other related transactions related to revenue from sales of prepaid services, trust and/or bail, and revenue being defined as the net of sale price after applicable sales tax, regulatory and compliance surcharges. Customer agrees to assist Telmate and/or its banking sponsor to the best of its ability obtain proper identification information on all cardholders when required, screen all cardholders against the OFAC SDN list and to sufficiently monitor card loading and distribution activities. The parties agree to abide by these Regulations and



acknowledge that such Regulations are subject to change, and should a material change to these Regulations occur, Telmate agrees to notify Customer of such change. Telmate shall be responsible for ensuring that the Equipment and the use thereof are compliant with all applicable rules and regulations. Any governmental, city, or state tax, law or regulation preventing Telmate from providing the services agreed to hereunder or making the continuation of this Agreement impracticable as defined by Telmate, will allow Telmate, at its own discretion, to unilaterally modify or terminate this Agreement without liability with thirty (30) days notice. Customer and Telmate both agree with the relevant Regulations described herein. Customer agrees to cooperate and grant Telmate the right to act as an agent, on its behalf, to the extent necessary, to ensure continued federal, state, and local compliance of electronic funds transmission and all other Regulations.

The Agreement will be considered amended accordingly, modifying or replacing any inconsistent or different terms. Please indicate Customer's understanding and agreement with this letter by executing a copy and returning it to me at your earliest convenience. If Customer is not in agreement with this letter, Customer must notify Scott Lam at Scottlam@telmate.com or (415) 300-4323 within 24 hours from the date of this letter. Telmate is excited to continue providing you with state-of-the-art electronic communications equipment, services and systems. Thank you again for this opportunity to serve you.

Customer Acknowledged.

By: Tom Carter
Print: Tom Carter
Title: Sheriff
Date: 4-16-14

Sincerely,

Kevin O'Neil
PRESIDENT

