

**AMENDMENT NO. 1 to the  
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment No. 1 to the Inmate Telephone Services Agreement dated 4/1/2017 (the "Agreement") is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ICS")** and **Clinton County, IL** (the "County") effective as of October 1, 2017 ("Amendment Date"). Whereas, the parties agree as follows:

Whereas, the "Initial Term" of the Agreement, excluding renewals, was through March 31, 2023; and

Whereas the parties wish to amend the Agreement to add a Video Visitation System in consideration of certain revenue offsets and a Term extension.

Now, therefore, the parties agree as follows:

1. Capitalized terms not specifically defined herein shall have the meaning ascribed thereto under the Agreement.
2. The Term of the Agreement is hereby extended to be through March 31, 2026.
3. The Equipment, as more fully described on Exhibit B to the Agreement, is hereby amended to add the following:
  - **Video Visitation System, including:**
    - 9 x inmate units
    - 2 x family units
    - 1 x registration unit
    - 1 x officer control workstation
    - Remote visitation at \$7.50 per 30-minute session  
(Commission rate and offset applies – see Exhibit D)
4. The Commissions, set forth on Exhibit D to the Agreement are hereby amended in their entirety to read as follows:

*ICS shall pay to County a Commission of 51.1% of the gross call revenue for all call types generated from County's Service Locations. Throughout the Initial Term, ICS shall retain, as non-commissionable revenue, an offset of \$.50 for each Inmate call (collectively, the "Revenue Offsets"). Such Revenue Offsets are intended to allow ICS to recover its cost in providing County with the Video Visitation System.*

*In addition, ICS has made available to County a one-time technology grant of \$25,000 to be used by County for any purpose related to its administration of the facility or services hereunder.*

*ICS shall also pay to County a Commission of 50% of the gross call revenue for all service fees collected with respect to Inmate Voicemail and Video Visitation services.*

*Commission amounts payable hereunder shall be subject to a minimum annual guarantee ("MAG") of \$20,000. Actual earned Commissions, plus 51.1% of any Revenue Offsets, shall be reconciled annually against the MAG and any shortfall paid to County, within 30 days of the end of each Term year.*

Note: Commissions shall be made payable and sent to the address so designated on Exhibit A to this Agreement.

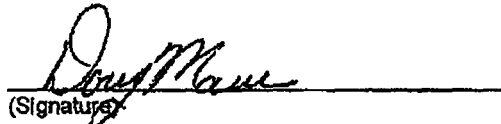
5. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC**  
**d/b/a ICSolutions**

**Clinton County, IL**

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Michael Kennedy  
\_\_\_\_\_  
(Printed Name)

Doug Mauer  
\_\_\_\_\_  
(Printed Name)

Vice President Sales and Marketing  
\_\_\_\_\_  
(Title)

Sheriff  
\_\_\_\_\_  
(Title)

11-6-17  
\_\_\_\_\_  
(Date)

11-3-17  
\_\_\_\_\_  
(Date)