- c. Non-Video Visitation Inmate Tablet Use. Telmate will provide Customer a monthly payment equal to twenty-five percent (25%) of Telmate's the gross revenue derived from its exclusive non-video visitation Tablet and messaging services, contingent upon a minimum of eighty percent (80%) of Customer's inmates having reasonable access to the Tablets.
- d. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all facility support fees or payments under this section may be modified or terminated by mutual agreement if Telmate determines such fees or payments are impermissible under federal, state or local laws.
- 2. The Calling Rates chart under the Inmate Telephone Call Rates section in Exhibit A of the Agreement, "Rates and Fees," is hereby deleted in its entirety and replaced with the following:
  - i. The call rate for all Non-Interstate Prepaid Calls will be \$0.18 per minute.
  - ii. The call rate for all Non-Interstate Collect Calls will be \$0.18 per minute.
  - iii. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
  - iv. The call rate for Interstate Collect Calls will be \$0.25 per minute.
  - v. The call rate for International Call will be \$0.75 per minute.
- 3. The Deposit Fees chart in Exhibit A of the Agreement, "Rates and Fees" is hereby deleted in its entirety and replaced with the following:
  - i. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.
  - ii. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
  - iii. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
  - iv. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
  - v. The fees for Paper Billing will be \$2.00 per transaction.
  - vi. The fees for Quick Connect Call will be \$7.95 fee + \$2.00 connection charge per call.
  - vii. The fee per Voicemail will be \$1.25 per call.
- 4. Positive Call Acceptance. Recipients of telephonic calls from Customer facility(s) utilizing Telmate's VoIP platform will be given the opportunity to individually accept the telephonic call, or in combination, the telephonic call and subsequent communications.
- 5. Length of Call. Telmate will determine all maximum call lengths at Customer's facility(s), by mutual agreement with the customer.
- 6. Regulatory Changes. The Parties acknowledge that the terms of the Agreement are governed by federal, state, and local laws that are subject to change on occasion. Telmate shall provide Customer with notice of any such changes in the law upon which time the Parties will amend the Agreement as needed to comply with all such changes in the law.