

## **Amendment #1**

This is an amendment to the contract entered into by and between the Indiana Office of Technology (hereinafter the "State") and T-NETIX, Inc. (hereinafter the "Contractor") which contract commenced on August 17, 2001.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

Pursuant to IC 5-22-17-4 and the terms of the contract, the State exercises its option to renew its contract with the Contractor under the same terms and conditions of the original contract dated August 17, 2001. The entire contract shall commence on August 17, 2005, and shall terminate on August 16, 2007.

The following clauses are being added to the original contract:

### **Ethical Obligation**

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<<<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

### **Telephone Privacy Compliance**

1. The Contractor and any principals of the Contractor certify that
  - A. The Contractor, except for *de minimis* and nonsystematic violations, has not violated the terms of
    - (i) IC 24-4.7 [Telephone Solicitation of Consumers],
    - (ii) IC 24-5-12 [Telephone Solicitations], or
    - (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - B. The Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
  - A. Except for *de minimis* and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
  - B. will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

All other matters previously agreed to and set forth in the original agreement and not affected by this amendment shall remain in full force and effect.

**[The rest of this page is left blank intentionally.]**

**In Witness Whereof**, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:**

(Where Applicable)

By: *Richard Falcone*  
Printed Name: Richard Falcone  
Title: CEO  
Date: 7-13-05

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Indiana Office of Technology**

*[Signature]*  
Chris W. Cotterill  
General Counsel & Compliance Officer  
Date: 7/25/05

**Department of Administration**

*Susan M. Goode FOR*  
Earl A. Goode  
Commissioner  
Date: 7-26-05

**State Budget Agency**

*[Signature]*  
Charles E. Schalliol  
Director  
Date: 8/1/05

**Office of the Attorney General**

*Elizabeth A. Brown for*  
Stephen Carter  
Attorney General  
Date: 8-17-05