SECOND AMENDMENT TO
INMATE TELEPHONE SERVICE AGREEMENT
CONTRACT NUMBER: 046-597-06-08

THIS SECOND AMENDMENT TO INMATE TELEPHONE SERVICE AGREEMENT Contract Number 046-597-06-08, dated JUNE 31, 2011 ("Amendment 2"), amends and revises that certain Inmate Telephone Service Agreement (the "Agreement"), dated June 16, 2008 by and between the County of Lubbock, Texas, with an address at Lubbock County Courthouse, 904 Broadway, Lubbock, TX 79401 ("County"), and Public Communications Services, Inc. a wholly-owned subsidiary of Global Tel*Link Corporation, a Delaware corporation having its principal place of business at 2609 Cameron Street, Mobile, AL 36607 ("Contractor").

WHEREAS, Contractor and County entered into that certain Contract Number: 046-597-06-08; and

WHEREAS, Contractor provides inmate telephone services to the Lubbock County Jail, 811 Main Street, Lubbock, TX 79401, and the New County Jail Facility, 3502 North Holly Avenue, Lubbock, TX 79404.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Contractor and County hereby agree to amend and revise the Agreement as follows:

1. ARTICLE II TERM OF AGREEMENT.
   a. Change the term of the contract from five (5) years to nine (9) years with a termination date of June 15, 2017. Remove the option for four (4) one year renewals.
   b. Prior to the last sentence of Article II, insert: "This Agreement will automatically renew for one (1) year terms unless either party notifies the other, in writing, of its intent not to renew ninety (90) days prior to the end of a term."
   c. The rest of Article II shall remain in full force and effect.

2. ARTICLE V DUTIES OF CONTRACTOR.
   a. Change numbered paragraph 1 to read: CONTRACTOR will provide two (2) full-time Site Administrators.
   b. Delete numbered paragraph 3 and substitute with:
      "3. CONTRACTOR shall integrate its systems as needed with the chosen kiosk. Payment into the inmates’ commissary account can be used for debit (prepaid) calling."
   c. Add numbered paragraph 4 as follows:
      "4. CONTRACTOR will present and offer COUNTY any new related technologies on a semi-annual basis. Available Phone System upgrades shall be provided at no cost to the COUNTY."

3. ARTICLE VII RATES.
   a. Increase the Collect Commission from fifty-five percent (55%) to sixty percent (60%) at the County Jail Facility; and
   b. Increase the Prepaid Commission from twenty percent (20%) to twenty-five percent (25%) at the County Jail Facility.
Except as set forth above, there is no other revision or amendment to the Agreement or the obligations of Contractor and County, and the Agreement remains in full force and effect.

[[Signature Page Follows]]
IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment as of the date first written above.

COUNTY OF LUBBOCK, TEXAS

By: [Signature]
Name: [Name]
Title: [Title]

GLOBAL TEL-LINK CORPORATION

By: [Signature]
Name: Jeffrey B. Haidinger
Title: President, Services

REVIEWED FOR FORM ONLY:

[Signature]
B.J. Hemmeline, Chief
Civil Division
Lubbock County District Attorney Office

REVIEWED FOR CONTENT

[Signature]
Stephen Chandler
Director of Purchasing

Attest

[Signature]
Kelly Pinion
Lubbock County Clerk