

**AMENDMENT #2 TO INMATE TELEPHONE SERVICE AGREEMENT**

**THIS AMENDMENT 2** is effective as of the date signed by all the parties listed in this Preamble, shall amend and revise that certain Inmate Telephone Service Agreement, dated on March 5, 2011, and amended on June 29, 2012 (the "Agreement"), by and between **Value Added Communications, Inc.** ("VAC"), and the **State of South Dakota Department of Corrections** ("State"). VAC and the State may be referred to herein individually as the "Party" or collectively as the "Parties." All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Parties desire to amend the Agreement to reflect changes to interstate call rates and to commission paid to the State, in connection with a recent Federal Communications Commission order concerning inmate calling rates ("Order"), as further provided below.


**NOW THEREFORE**, in consideration of the promises and covenants set forth in this amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

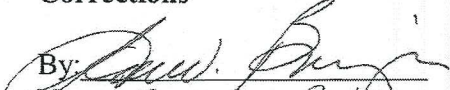
1. The interstate collect call rate has been changed to a flat rate of **Three Dollars and Seventy Five Cents (\$3.75)** per twenty (20) minute call.
2. The State will not be paid a commission on revenue from interstate calls, as of the date of the rate change indicated in 1 above.
3. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of VAC or the State.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have duly executed this Amendment 2 as of the last date indicated below.

**Value Added Communications, Inc.**

**State of South Dakota, Department of Corrections**

By:   
Name: Jeffrey B. Haidinger  
Title: President and COO  
Date: 3/12/14

By:   
Name: Scott W. Bollinger  
Title: Director of Operations  
Date: 3/18/14