

AMENDMENT #1 TO INMATE TELEPHONE SERVICE AGREEMENT

THIS AMENDMENT 1 is effective as of the date signed by all the parties, shall amend and revise that certain Inmate Telephone Service Agreement (the “Agreement”), dated on May 5, 2011 by and between Value Added Communications, Inc. (“VAC”), and 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 State has elected to exercise its two remaining options to extend the Agreement in exchange for a reduction in call rates, as further provided below.

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

1. Unless terminated earlier pursuant to Section 11 (Default), the Agreement shall continue through the two (2) renewal terms, until June 30, 2014.
2. That as of July 1, 2012, the Calling Rates tables included in Schedule A of the Agreement, shall automatically, without further action of the Parties, be deemed deleted in their entirety and replaced with the Calling Rates tables provided below.

Calling Rates

South Dakota Rates		
Proposed Rates		
Collect	Surcharge	Per Minute Rate
Local	\$2.70	\$0.00
Intra LATA	\$2.52	\$0.23
InterLATA	\$2.70	\$0.38
InterSTATE	\$3.15	\$0.43

Prepaid Collect	Surcharge	Per Minute Rate
Local	\$0.90	\$0.00
Intra LATA	\$1.13	\$0.09
InterLATA	\$1.35	\$0.09
InterSTATE	\$1.35	\$0.09
International	\$4.00	\$1.00
**US Territories	\$0.00	\$0.95

****US Territories: US Virgin Islands, Guam, and Puerto Rico****

Debit Calls	Surcharge	Per Minute Rate
Local	\$1.00	\$0.00
Intra LATA	\$1.13	\$0.09
InterLATA	\$1.35	\$0.09
InterSTATE	\$1.35	\$0.09
International	\$4.00	\$1.00
**US Territories	\$0.00	\$0.95


****US Territories: US Virgin Islands, Guam, and Puerto Rico****

Inmate Voicemail	Flat Fee
60 Sec Message	\$1.00

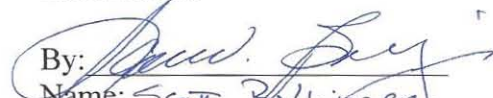
3. Except as set forth above, there are no other revisions or amendments to the Agreement or to the obligations of VAC or the State.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control.

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

Value Added Communications, Inc.

By: 
Name: Jeffrey B. Haidinger
Title: President
Date: 6/28/12

State of South Dakota, Department of Corrections

By: 
Name: Scott Bollinger
Title: Director of Operations
Date: 6/29/12



RECEIVED

AUG 08 2011

August 1, 2011

DEPT. OF CORRECTIONS

State of South Dakota
Department of Corrections
3200 E Highway 34
Pierre, SD 57501

Subject: Commissions

As you are probably aware, Value-Added Communications, Inc. ("VAC") has recently completed the sale of its business to Global Tel*Link Corporation ("GTEL"). The sale transaction was completed on July 31. With the closing of the transaction, you will notice a few minor changes to your commission statements:

1. Your commission check will continue to be issued by VAC.
2. The commission period is changing from the calendar month used by VAC to a period that runs beginning on the 26th of each calendar month and ending on the 25th of the following calendar month.
3. The first commission statement and check to be affected by this change will be for the period of August 1 to August 25. Each subsequent commission statement and check will be based on the period described in #2 above.
4. Commission statements for any period up to July 31 will be in the old format. You will see the new statement format effective after July 31. Although the new VAC statement will have a different appearance, it will contain the same information. A sample of the new statement has been enclosed.

For general questions regarding the sale transaction, please contact Mark Turner at 214.577.6590 or mark.turner@gtl.net. Questions regarding the new VAC commission statement or process can be directed to Lisa Ferguson who can be reached via telephone at 251.338.8879 or email at lferguson@gtl.net

Thank you for being a valued customer.

Mark Turner
President
Value-Added Communications, Inc.
214.577.6590

Tom W. Sweeney
Executive Vice President
Global Tel*Link Corporation
813.335.3658

MT/TS
Enclosures



INMATE TELEPHONE SERVICE AGREEMENT

This Agreement is made and entered into by and between Value-Added Communications, Inc. ("VAC") a Delaware corporation with a principal place of business at 3801 E. Plano Parkway, Plano, Texas, 75074 and the State of South Dakota Department of Corrections ("State") for the provision of Inmate Telephone service ("Telephones") and ancillary inmate communications ("equipment") as defined herein ("Agreement") and supersedes any existing or prior Agreements. For purposes of clarity, inmate telephones will be referred to as "Telephones" in this Agreement. In addition, VAC and State may at times be collectively referred to as the "Parties".

RECITALS

WHEREAS, VAC, a provider of security controlled inmate telephone service, communicated with the State and agreed to provide the required services in the time frame necessary; and

WHEREAS, the required security controlled inmate telephone services are installed at State facilities.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants made herein, the parties agree as follows:

1. **TERM.** This Agreement is effective on the latest signature ("Effective Date"), and shall continue in effect for a period of one (1) year ("Initial Term") from the Effective Date. Upon completion of the Initial Term, this Agreement may be renewed for two successive periods of one (1) year each under the same terms and conditions, unless terminated by either party upon ninety (90) calendar days advance written notice prior to the end of the Initial term or the current renewal period.
2. **SCOPE OF AGREEMENT**
 - 2.1 In consideration of compensation provided herein, State grants to VAC exclusive right to install and maintain Telephones within its building or on its private property ("Location") during the term of this Agreement. Inmates located at State's Location shall pay rates for telephone services, as listed on Schedule A. This Agreement applies to all Telephone(s) installed pursuant to this Agreement at the State's Location as defined in this Agreement.
 - 2.2 When used in this Agreement, the term "Location" shall mean the six holding facilities known as South Dakota State Penitentiary, Mike Durfee State Prison, South Dakota Women's Prison, Yankton Minimum Unit, Rapid City Minimum Unit, and South Dakota Women's Prison Annex located within the State. If State desires to include an additional facility under this Agreement, State will advise VAC in writing, so VAC can evaluate installation of its Telephones at these premises.
 - 2.3 In consideration of the compensation paid to State under this Agreement, State expressly waives carrier selection rights and VAC expressly reserves the right to select and/or contract for the Local, intraLATA, InterLATA, InterSTATE, and International carrier selections for the telephones subject to this Agreement and intended for placement at State locations.
3. **RESPONSIBILITY OF VAC.** VAC agrees to:

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- 3.1 Install Inmate Telephones at locations mutually agreed upon by both parties at the Location.
- 3.2 Jointly determine with State the appropriate number of Inmate Telephones to be installed at the Location.
- 3.3 Service and repair Inmate Telephones provided by VAC, at VAC's expense, except as otherwise agreed upon herein.
- 3.4 Comply with the Americans with Disabilities Act ("ADA") as it relates to the VAC-provided equipment.
- 3.5 Supervise the installation and ongoing maintenance of the inmate call platform, and maintain all equipment in good, working order at the facility. No inmate call platform changes will be made during the term of this agreement unless agreed upon in writing by both parties.
- 3.6 Pay State commission, as listed on Schedule A, in the following month.

4. RESPONSIBILITY OF STATE. State agrees to:

- 4.1 Provide adequate space for Telephones and associated equipment and reasonable accessibility for use during the normal operating hours of State.
- 4.2 Maintain the area around the Inmate Telephones and ensure safe and ready access to the users of the Inmate Telephones and to VAC consistent with State's normal operations.
- 4.3 Allow VAC access to perform maintenance during the established hours of accessibility jointly agreed to by State and VAC, except when access must be denied by State, in its sole and absolute discretion, to ensure the safety of VAC service personnel and/or to maintain institutional control.
- 4.4 Allow VAC access to and use of house cable and inside wire at no cost, in order to install and provide telephone service. Prior to installing any new house cable, inside wire, or light fiber required during the contract term, VAC shall obtain prior approval of the State. Light fiber is not defined as house cable or inside wire.
- 4.5 Any relocation, expansion, addition, or deletion of Telephones and equipment initiated by the State, for reasons other than safety, resulting in extraordinary expense and expected to be paid for by VAC, must be agreed to by VAC in advance of the cost being incurred or alternatively, the cost shall be paid by State.
- 4.6 Exercise reasonable care to prevent the loss through theft and any damage to the Telephones from any source.
- 4.7 At its sole option, purchase and provide enclosures at their own expense for Telephones. In the event State elects to provide enclosures, State shall be responsible for installation and maintenance of said enclosures.
- 4.8 Warrants that it has the authority to enter into this Inmate Telephone Service Agreement with VAC. State further warrants that the Telephones utilized and incorporated herein by this reference, are on property owned by the State.

5. **OWNERSHIP.** VAC is and shall remain the owner of the Telephones provided by VAC whether or not physically attached to real estate.

6. **FURTHER LOCATIONS AND TELEPHONES.** The parties may add location(s) and Telephone(s) to this Agreement, but additions will not be made without the express written authorization of State. Additions will not change the initial or any renewal terms or the expiration date of this Agreement.
7. **COMMISSION.** VAC agrees to pay State a commission in accordance with Schedule A, attached hereto and incorporated herein by this reference. Payment shall be in the form of commission checks made payable to State.
8. **REMOVAL OF TELEPHONES.** VAC reserves the right, at its sole discretion, to remove any or all Telephones, in the event that placement at State's location(s) is not economically viable. VAC shall provide State thirty (30) calendar days' written notice of its election to remove any or all Telephones. If VAC removes Telephones under this paragraph, State shall not be liable for termination charges for the Telephones removed. State shall be entitled to receive any commissions earned before the VAC removal of such Telephones.
9. **TERMINATION LIABILITY.** If Telephones are removed by State without mutual consent of VAC and State, during the term of this Agreement, State shall be liable to VAC for a termination charge as set forth in Schedule B, attached hereto and incorporated herein by this reference. This provision shall not apply to the temporary removal of Telephones by State or VAC upon State's request, for space remodeling, construction work, or for safety reasons set forth in Section 4.3. State shall be liable for projected revenue loss for each telephone removed without mutual consent.
10. **ENFORCED DELAYS (FORCE MAJEURE).** Neither State nor VAC, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with Applicable Laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subconsultants or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the Project. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular consultants, subconsultants, vendors or investors desired by VAC in connection with the Project. VAC agrees that VAC alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.
11. **DEFAULT.** If either party fails to perform its obligations under this Agreement, failure shall constitute default and, in such event, written notice shall be given to provide an opportunity to remedy such default. Should the defaulting party fail to remedy such default within thirty (30) calendar days from date of such notice, the non-defaulting party shall have the right, in addition to all other rights and remedies available at law or in equity, to terminate this Agreement in whole or in part.
12. **ADVERTISING/PUBLICITY.** VAC is prohibited from any use of State's name in any media, including providing State as a reference, unless explicitly authorized in advance in writing by State, which authorization State may revoke at any time for any reason. VAC understands and agrees that State is a public entity subject to public disclosure laws, and as such, may be required by law to release any document(s) or other information related to this Agreement if a request for such release is made pursuant to South Dakota public records law or other applicable law, or to a subpoena or other

judicial process. VAC agrees and acknowledges that such release would not violate the provisions of this Agreement.

12.1 Either party shall have the right to terminate this Agreement if the other party violates this provision.

13. INSURANCE. At all times during the term of this Agreement, VAC and its subcontractors shall maintain in effect the following types and amounts of Insurance:

- i. Employers' Liability Insurance - \$1,000,000 per incident and \$500,000 per person.
- ii. Commercial General Liability Insurance with Bodily Injury Liability and Property Damage Liability Combined Single Limit - \$1,000,000 per incident and \$1,000,000 per person.
- iii. Commercial Automobile Liability as follows: Combined Bodily Injury and Property Damage Single Limit - \$1,000,000 combined single limit for each incident and \$500,000 per person.
- iv. Workers' Compensation – VAC shall comply with all Workers' Compensation requirements.
- v. VAC shall provide State with Certificates of Insurance reflecting the insurance coverage required is in force for the timeframe of this agreement. Certificate shall name State as additional insured with respect to General Liability coverage and an Additional Insured Endorsement shall be provided to the State's. No policy of insurance can be materially altered without prior written consent by State. VAC's carrier(s) must provide State with a minimum of thirty (30) calendar days' notice of policy cancellation.

14. INDEMNIFICATION. VAC shall defend, indemnify and hold harmless the State from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including, but not limited to, reasonable attorney's fees and/or litigation expenses, which may be brought or made against or incurred by State on account of loss or damage to any property or for injuries or death of any person, caused by, arising out of, or contributed to, or pertaining to, in part by reasons of any negligent act, willful act, omission, professional error, fault, mistake, or negligence of VAC, its employees, agents, representatives, or sub-contractors, their employees, agents or representatives in connection with or incidental to the performance of this Agreement, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of VAC and/or its sub-contractors or claims under similar such laws or obligations. VAC's obligations under this Section 15 shall not extend to any liability caused by the sole negligence of State or its employees.

15. NOTICES. Any notices or other communications to be given under this Agreement shall be sent to the following persons:

FOR: State of South Dakota	FOR: VAC
Director of Operations	Mark Turner
3200 E Hwy 34	3801 E. Plano Pkwy, Suite 100
Pierre, SD 57501	Plano, TX 75074

16. REGULATORY. The parties acknowledge that underlying telecommunications services may be provided by regulated telecommunications providers, and VAC shall be responsible to pay all costs and expenses associate with applicable, provider tariffs, city taxes, catalogs and price lists.

17. LAWFULNESS OF AGREEMENT. The parties acknowledge that this Agreement is subject to applicable federal, state, and local laws, rules, regulations, court orders, and governmental agency orders governing the provision of inmate telecommunications services. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

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- 18. NONWAIVER.** The failure of either party to enforce strict performance of any provision of this Agreement shall not be construed as a waiver of its right to assert or rely upon such provision or any other provision of this Agreement.
- 19. GOVERNING LAW.** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of South Dakota. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in State of South Dakota. The parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorneys' fees, necessary witness fees and court costs to be determined by the court in such action.
- 20. SUCCESSORS AND ASSIGNS.** This Agreement shall be fully binding upon, inure to the benefit of and be enforceable by each party, their successors and assigns. No assignment of any right or interest in this Agreement (whether by contract, operation of law or otherwise) shall release or relieve either party of any of its obligations or liabilities under this Agreement.
- 21. ASSIGNMENT.** Neither party shall assign its rights nor delegate its duties under this Agreement without the prior written consent of the other party; except, either party may assign this Agreement to a parent, subsidiary or affiliated company by providing thirty (30) calendar days' written notice to the other party.
- 22. AMENDMENTS AND MODIFICATIONS.** Amendments and modifications to this Agreement, including additions or deletions of Telephones as described in Section 6 above, must be in writing and signed by an authorized representative of each Party.
- 23. SEVERABILITY.** In the event that a court, governmental agency, or regulatory body with proper jurisdiction determines that this Agreement or a provision of this Agreement is unlawful, this Agreement, or that provision of the Agreement to the extent it is unlawful, shall terminate. If a provision of this Agreement is terminated but the parties can legally, commercially and practicably continue without the terminated provision, the remainder of this Agreement shall continue in effect.
- 24. RELATIONSHIP OF THE PARTIES.** VAC is an independent contractor of State. VAC represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the State. All personnel engaged in work under this Agreement shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. It is further agreed by VAC that it shall obey all state and federal statutes, rules, and regulations, which are applicable to provisions of the services called for herein. Neither VAC nor any employee of VAC shall be deemed an officer, employee, or agent of the State.
- 25. NON-APPROPRIATIONS CLAUSE.** VAC acknowledges that the State is a governmental entity, and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of the State's obligations under this Agreement, then this Agreement shall automatically expire without penalty to the State at the end of the period for which funds are available. In this event, State shall provide thirty (30) calendar days' written notice to VAC of the unavailability and non-appropriation of public funds.
- 26. NO THIRD PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. All Services delivered created pursuant to this Agreement are intended solely for the benefit of State and VAC. Nothing set forth in this Agreement is intended to create, or shall create, any

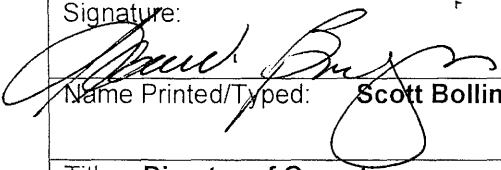
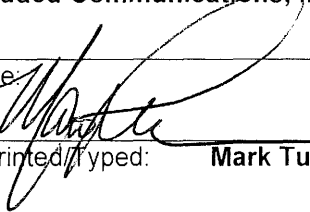
benefits, rights, or responsibilities in any third parties. There shall be no third party beneficiaries to this Agreement.

27. LICENSE. VAC represents and warrants that any license necessary to perform the work under this Agreement is current and valid.

28. ENTIRE AGREEMENT. This Agreement, including all schedules, amendments and exhibits, constitutes the entire Agreement between the parties and supersedes all prior agreements and oral or written representations with respect to the subject matter hereto.

29. SURVIVING PROVISIONS. Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions, which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, termination of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

State: State of South Dakota	Value-Added Communications, Inc.
Signature: 	Signature: 
Name Printed/Typed: Scott Bollinger	Name Printed/Typed: Mark Turner
Title: Director of Operations	Title: President/COO
Date: <u>5-5-11</u>	Date: <u>5/3/11</u>
Federal Tax ID Number: 46-6000364	

SCHEDULE A
RATES AND COMMISSION SCHEDULE
FOR

State of South Dakota

Facility Name: South Dakota Department of Corrections
Facility Address:

**South Dakota
State Penitentiary**
1600 North Drive
Sioux Falls, SD 57117

**Mike Durfee
State Prison**
1412 Wood Street
Springfield, SD 57062

**South Dakota
Women's Prison**
3200 East Highway 34
Pierre, SD 57501

**Yankton
Minimum Unit**
178 Mickelson Drive
Yankton, SD 57078

**Rapid City
Minimum Unit**
2317 Creek Drive
Rapid City, SD 57703

**South Dakota
Women's Prison Annex**
3444 East Highway 34
Pierre, SD 57501

VAC recognizes that the address for the Rapid City Minimum Unit will change during late 2011 due to new facility construction

Commission

VAC agrees to pay State compensation for Inmate Telephone Service at the rate of (38%) percent for all billed Local and IntraLATA collect/prepaid collect revenue and (33%) percent of billed InterLATA and Interstate collect/prepaid collect call revenue. VAC agrees to pay the State compensation for all inmate debit calls at the rate of \$1.00 per call. The State will also receive \$0.50 for all inmate voicemails left by called parties. All commissions are based on call revenue as billed by VAC's underlying telecommunications providers, exclusive of calls where no billing and collection agreements exist. Payment shall be on the following month this Agreement is in effect. Payment for Inmate Telephone Service shall be remitted on separate check from the inmate voicemail service and amount generated shall be identified by location.

Collect	Commission
Local	38%
IntraLATA	38%
InterLATA	33%
InterSTATE	33%

Prepaid Collect	Commission
Local	38%
IntraLATA	38%
InterLATA	33%
InterSTATE	33%

<u>Debit</u>	<u>Commission</u>
Local	\$1.00 per call
IntraLATA	\$1.00 per call
InterLATA	\$1.00 per call
InterSTATE	\$1.00 per call
International	\$1.00 per call
<u>Inmate Voicemail</u>	Commission
60 sec message	\$0.50

Commission Checks will be remitted to the following:

State of South Dakota – Site name
 Attention: Mary Wire
 Department of Corrections
 3200 E Highway 34
 Pierre, SD 57501

Calling Rates

South Dakota Rates		
<u>Collect</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$3.00	\$0.00
IntraLATA	\$2.80	\$0.25
InterLATA	\$3.00	\$0.42
InterSTATE	\$3.50	\$0.48

<u>Prepaid Collect</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$1.00	\$0.00
IntraLATA	\$1.25	\$0.10
InterLATA	\$1.50	\$0.10
InterSTATE	\$1.50	\$0.10
International	\$4.00	\$1.00
US Territories:	\$0.00	\$0.95

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<u>Debit Calls</u>	<u>Surcharge</u>	<u>Per Minute Rate</u>
Local	\$1.00	\$0.00
IntraLATA	\$1.25	\$0.10
InterLATA	\$1.50	\$0.10
InterSTATE	\$1.50	\$0.10
International	\$4.00	\$1.00
US Territories:	\$0.00	\$0.95

****US Territories: US Virgin Islands, Guam, and Puerto Rico****

<u>Inmate Voicemail</u>	<u>Flat Fee</u>
60 sec message	\$1.00

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SCHEDULE B

TERMINATION LIABILITY
FOR

State of South Dakota

TELEPHONE EQUIPMENT INVESTMENT: Termination liability applies to new Telephone installations only. This charge does not apply to installed Telephones that are temporarily removed for purposes of construction, for safety reasons, or due to closure of a facility. In the event of removal of Telephones for reasons other than for the reasons stated above, the termination charge shall be \$318.45 (three hundred and eighteen dollars and forty-five cents) for each new inmate telephone, prorated by each month the inmate telephone is in service after the installation date.

Net Unamortized Capital:	\$173.69 / Set
Installation Cost:	\$144.76 / Set
Removal Cost:	<u>\$N/A / Set</u>
	\$318.45 / Set

SCHEDULE C

Additional Features FOR

State of South Dakota

In addition to the new rate structure the following additional features will be included with the contract as part of upgrading the existing call processing equipment software to version 3.6:

1. **Windows 7 Compliance**-All Inmate Call Control Systems will be Windows 7 Compliant.
2. **Inmate Voicemail**-Inmates would have a voicemail box which can received messages.
 - a. Messages can be left for inmates by outside parties who have a pre-paid account.
 - b. The DOC staff will also have the ability to leave individual or broadcast messages for inmates as well at no cost to the DOC.
 - c. The call length is set to 60 seconds. Any changes to call length will be done in writing and amended to this agreement.
 - d. Inmates will only be allowed to check their mailbox twice a day.
 - e. The cost for the 1-minute message will be \$1.00 of which the DOC will receive \$0.50 commission.
 - f. Voicemail commission will be remitted on a separate check than inmate call commission.
3. **PPC cut through**-Called Parties will have the ability to be directly connected to Customer Service of America ("CSA") so that they can immediately set up a Pre-Paid Account when receiving a call from an inmate. A message will be played back to the inmate telling the account is being setup and to try their call again in 30 minutes. These calls do not impact the inmates' or called parties' account balance.
4. **Investigator Interface**-A web portal where a case can be opened up to outside agencies and is accessible from the Internet. Only selected data is shared versus access to the entire phone system. The State will receive all upgrades to the Investigator Interface at no charge during the term of this agreement.

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May 2, 2011

Scott Bollinger
State of South Dakota
3200 E. Hwy. 34
Pierre, South Dakota 57501

Dear Scott:

Enclosed please find two signed originals of the Inmate Telephone Service Agreement between VAC and the State of South Dakota Department of Corrections. After you have signed the agreements, please keep one original document for your file and return the other to VAC.

If you have any questions, please contact me at 972.535.3418.

Sincerely,

Sherry Spurgin
Administrative Assistant

/sls
Enclosures