STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #1

CONTRACT # PD2178

Original Starting Date: 11/1/2014
Expiration Date: 11/1/2019

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

CenturyLink Public Communications, Inc.
(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: No Change
Effective Date of Amendment: 3/21/2016
Potential Renewal Options Remaining:
The contract is amended to: Change Pricing Rates for Utah Department of Corrections (UDC) Per new FCC Ruling (see attachment)

Please provide the following contact information.

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Paul Cooper</td>
<td>913-353-7388</td>
<td><a href="mailto:paul.n.cooper@centurylink.com">paul.n.cooper@centurylink.com</a></td>
</tr>
<tr>
<td>Phil Burks</td>
<td>913-353-7413</td>
<td><a href="mailto:Philip.r.burks@centurylink.com">Philip.r.burks@centurylink.com</a></td>
</tr>
<tr>
<td>Tammie Saucedo</td>
<td>702-244-8384</td>
<td><a href="mailto:Tammie.j.saucedo@centurylink.com">Tammie.j.saucedo@centurylink.com</a></td>
</tr>
</tbody>
</table>

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's Signature: Paul Cooper
Date: 3/22/2016

STATE OF UTAH

Kent Bees Director
State of Utah Division of Purchasing
Date: 3/24/16

AMENDMENT REVIEWED BY:

Purchasing Agent: Christopher Jennings
Phone #: 801-538-3157
e-mail: ctjennings@utah.gov
Fax #: N/A
Contract #: PD2178

10/3/2014
The Utah Department of Corrections (UDC) and Contractor agree to the following pricing changes related to recent FCC rulings:

1. Commission rate; 76.9% on all calls.
2. The parties acknowledge that there will be no per call “connection fees” charged and that the “per minute” rates will be capped as outlined below.
3. Contractor shall not charge bill (invoice) statement fees, property (premise) imposed fees (PIF), non-mandated governmental fees or charges not allowed by law or statute of any kind on inmate telephone calls. However, Contractor may charge “transaction fees” as allowed under current FCC regulations. These fees shall not exceed: (1) $5.95 for prepaid/debit purchases made through a live agent; (2) $3.00 for prepaid/debit purchases made through an automated phone system; and (3) $3.00 for prepaid/debit purchases made online.
4. Guaranteed minimum monthly payment to UDC of: $77,000.00. (This is not a cap on the commission that can be paid to UDC on a monthly basis, rather, it is merely a minimum guarantee ensuring that the amount paid to UDC by Contractor will never be less than the $77,000.00 guaranteed monthly minimum).
5. Collect Calls from UDC facilities will be discontinued.
6. The following per minute rates apply:

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interstate</td>
<td>$0.23</td>
</tr>
<tr>
<td>Local</td>
<td>$0.10</td>
</tr>
<tr>
<td>Intrastate</td>
<td>$0.19</td>
</tr>
<tr>
<td>InterLATA</td>
<td>$0.19</td>
</tr>
<tr>
<td>Interstate - Mexico</td>
<td>$0.85</td>
</tr>
<tr>
<td>International - All other countries</td>
<td>$0.95</td>
</tr>
</tbody>
</table>

Collect Calling Rates (Valid until July, 2016, collect calling eliminated after that date)

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local</td>
<td>$0.12</td>
</tr>
<tr>
<td>Intrastate</td>
<td>$0.23</td>
</tr>
<tr>
<td>InterLATA</td>
<td>$0.23</td>
</tr>
</tbody>
</table>

*No International calling available via collect calling.