

## AMENDMENT No. 2 TO CONTRACT PURSUANT TO RFP SERIAL 09089-RFP

This Amendment No. 2 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain **Contract Pursuant to RFP, Serial 09089-RFP**, dated March 31, 2010, as amended from time to time (the “Agreement”), by and between **Value-Added Communications, Inc.**, a wholly owned subsidiary of Global Tel\*Link Corporation, with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 (“Contractor”), and **Maricopa County**, a political subdivision of the State of Arizona (“County”) (Contractor and County collectively, the “Parties” and each a “Party”). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Federal Communications Commission (“FCC”) issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 (“FCC Order”), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

**WHEREAS**, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, 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. In accordance with Section 1.2, the Agreement is hereby renewed until and through November 30, 2018.

2. The first sentence of Section 6.22 of the Agreement (Subcontracting) is hereby deleted and replaced with the following:

“That Contractor may not subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld.”

3. The following Section 6.37 is hereby added to the Agreement:

“Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of County. Neither Party shall assign any right and/or obligation under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Contractor shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Contractor (each an “Affiliate”) without the consent of the County; provided, further, Contractor shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Contractor or (ii) a sale of Contractor or all of Contractor’s assets shall not constitute an assignment requiring consent of County for purposes of this Agreement.”

4. The following Section 6.38 is hereby added to the Agreement:

“Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Contractor’s rights, obligations, or intended benefit under the Agreement shall entitle Contractor to, at its option, renegotiate or terminate the Agreement.”

5. The following Section 6.39 is hereby added to the Agreement:

“Service Schedules. Any Affiliate may provide services in its own name, as set forth in a service schedule attached to the Agreement (“Service Schedule”), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, Contractor shall be responsible for its Affiliates’ performance pursuant to such Service Schedule.”

6.

EXHIBIT A PRICING

On June 20, 2016, Section 1.0 shall be removed and its entirety and replaced with the following text without further action of the parties.

The rates and charges for international, interstate, and intrastate inmate telephone service (“ITS”) calls and associated transaction fees (“Transaction Fees”) set forth in the Agreement shall be deemed revised without further action by the Parties, and shall be implemented, as follows:

**Inmate Telephone Services.**

Interstate ITS calls made using a collect format: \$ 0.25 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$ 0.21 per minute of use.

Intrastate local ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.20 per minute of use.

Intrastate Intralata ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.20 per minute of use.

Intrastate interlata ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$ 0.20 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Global Tel\*Link Corporation website.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by Contractor on behalf of, or paid to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Contractor in connection with such programs.

**Transaction Fees.** Contractor may charge certain Transaction Fees in accordance with the following amounts:


Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$2.00 per use
Fee for use of third-party money transmitter (e.g., MoneyGram, Western Union, credit card processing, transfers from third-party commissary accounts)	The exact fee from the third-party provider passed through directly to customer with no markup

**Single-Call and Related Billing Arrangements.** Contractor may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

7. Effective from the date the ITS call rates and charges, and Transaction Fees are revised by this Amendment, the commission payable to the Department under the Agreement shall be **eight cents (\$0.08)** per minute on completed billable intrastate inmate telephone calls using the ITS, and shall be paid within forty five (45) days following the month in which the call took place. The foregoing commission shall be paid on a one-time basis for each completed billable intrastate inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Contractor to the County, or to any fund or third party designated by County. For the avoidance of doubt, there shall be no commission payable by the Contractor on any Interstate ITS calls.

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. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF, the foregoing Amendment has been executed by the Parties, effective as of the latest date listed below.**

**Contractor**  
**Value-Added Communications, Inc.**  
By:   
Name: Jeffrey B. Haidinger  
Title: President and COO  
Date: 6/15/16

**County**  
**Maricopa County**  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_