

## **AMENDMENT # 1 Inmate Telephone and Video Visitation Services Agreement**

This Amendment # 1 (“Amendment”) takes effect October 26, 2021 or the effective date of the FCC Order (as defined below), whichever is later (“Effective Date”), and amends and revises that Inmate Telephone and Video Visitation Agreement dated July 17, 2018, as amended from time to time (the “Agreement”), by and between Global Tel\*Link Corporation (“GTL”) with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “GTL”), and Effingham County Board of Commissioners for Effingham County Prison (“CUSTOMER”) with an address of 601 North Laurel Street, Springfield, Georgia 31329 CUSTOMER(GTL and CUSTOMER 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 Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on May 24, 2021 (“FCC Order”), which mandated certain rate caps for inmate telephone services and ancillary service charges, and other requirements; and

**WHEREAS**, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC 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. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the rates and charges for international, interstate, and intrastate inmate telephone service (“ITS”) calls and associated ancillary service charges 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, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.14** per minute of use

Local Collect Calls will remain at **\$0.13** per minute of use.

Local prepaid/AdvancePay™ will remain at **\$0.12** per minute of use.

IntraLATA and InterLATA Calls whether made using a collect, debit, or prepaid/AdvancePay™ will be **\$0.14** per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: The Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on the GTL’s website, which may be updated every 3 months in accordance with the FCC Order.

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

The ITS rates set forth above are exclusive of taxes and other amounts collected by the GTL 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 the GTL in connection with such programs.

**Ancillary Service Charges.** The GTL may charge certain Ancillary Service Charges, which shall be no more than the following amounts:

Automated payment for credit card, debit card, and bill processing fees	\$3.00 per transaction
Use of live operator	\$5.95 per transaction
Paper bill/statement	\$2.00 per transaction
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, up to a maximum of \$6.95 per transaction
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	The exact transaction fee charged by the third-party provider, with no markup, plus the applicable per-minute rate

2. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the commission payable to the CUSTOMER under the Agreement shall be **twenty one percent (21%)** of each completed billable ITS call, which 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 ITS call and shall replace any and all commissions or other monies payable under the Agreement by GTL to the CUSTOMER, or to any fund or third party designated by CUSTOMER for ITS services.
3. Section 22 Successors and Assigns of the Agreement is hereby deleted in its entirety and replaced with the following:

**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 CUSTOMER. 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, GTL 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 GTL (each an "Affiliate") without the consent of the CUSTOMER; provided, further, GTL shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) GTL or (ii) a sale of GTL or all of GTL's assets shall not constitute an assignment requiring consent of CUSTOMER for purposes of this Agreement."

4. The following Section 28 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 GTL's rights, obligations, or intended benefit under the Agreement shall entitle GTL to, at its option, renegotiate or terminate the Agreement."

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 as of the latest date listed below.**

**GTL**  
**Global Tel\*Link Corporation**

By: Janna Peters  
Name: Janna Peters  
Title: Director of Contracts & Procurement  
Date: 10/21/2021

**CUSTOMER**  
**Effingham County Board of Commissioners**  
**for Effingham County Prison**

By: Wesley M. Corbett  
Name: Wesley M. Corbett  
Title: Chairman  
Date: October 19, 2021