

## AMENDMENT # 1 TO MASTER 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 certain **Master Services Agreement**, dated October 6, 2020, the “Agreement”), by and between Global Tel\*Link Corporation with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the “Company”), and Baldwin County Commission, with an address of 312 Courthouse Square, Suite 12, Bay Minette, Alabama 36507 (the “Premises Provider”) (Company and Premises Provider 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: **\$0.21** per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.21** 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 Company’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 Company 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 Company in connection with such programs.

**Transaction Fees for Inmate Telephone Services.** The Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payments (includes payments by interactive voice response, web, or kiosk)	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Paper bill/statement fee	\$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 for Inmate Telephone Services shall remain same. Company 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.

2. The commission payable to the Premises Provider under the Agreement shall remain **eighty-eight percent (88%)** of the Gross Revenue billed or prepaid for inmate telephone calls covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed inmate call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross Revenue does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) account and other transaction fees; and (iv) any amount Company collects for, or pays 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 Company in connection with such programs. Commission payments shall be paid monthly. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premise Provider.
3. The Video Visitation Services (VVS) Commissions shall remain the same. Company shall pay Premises Provider a **50% commission** every month on gross payments collected for revenue generating video visits ("Video Revenue"). Video Revenue does not include taxes, fees and other charges collected on behalf of Local, State, Federal or other governmental

agencies. If Premises Provider terminates the Agreement for any reason other than breach by Company, Premises Provider will pay Company within thirty (30) days following termination the Expenditure less any Content Revenue collected by Company. Commission payments shall be completed monthly, and all commission payments shall be final and binding upon Premises Provider unless written objection is received by Company within sixty (60) days of receipt of commission payment by Premises Provider.

4. Company MAG will remain the same, Company will provide Premises Provider with a minimum annual guarantee of \$550,000.00 ("MAG") per year during the initial term of the Agreement based on the Average Daily Population (ADP) of 620. At the end of each year during the Term and any Renewal Term, a true-up will be calculated based on all commissions paid to the Premises Provider, and should those commissions be less than the MAG, the Company agrees to pay the difference to the Premises Provider. The Parties agree that the annual MAG shall apply to all revenue and be prorated based on the annual ADP of each year during the Term and any Renewal Term. Company paid Premise Provider a one-time signing bonus of \$150,000.00 upon full execution of the Agreement. If the Agreement is terminated early, the Premises Provider agrees to reimburse the Company the prorated amount of the signing bonus. For example, if the Premise Provider terminates early, they shall reimburse the Company \$4,166.66 for each remaining month.

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.**

**Company**  
**Global Tel\*Link Corporation**

By: \_\_\_\_\_  
Name: Janna Peters  
Title: Director of Contracts and Procurement  
Date: \_\_\_\_\_

**Premises Provider**  
**Baldwin County Commission**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_