SECOND AMENDMENT TO THE
INMATE TELEPHONE SERVICE AGREEMENT
BETWEEN
PLACER COUNTY SHERIFF'S OFFICE AND
INMATE CALLING SOLUTIONS, LLC

This Second Amendment ("Second Amendment") has an effective date of February 1st 2014 ("Second Amendment Effective Date") between Placer County Sheriff's Office, on behalf of the County of Placer, ("Customer") and Inmate Calling Solutions, LLC, d/b/a ICSolutions ("ITSP").

On July 31, 2013, Customer and ITSP entered into an Inmate Telephone Service Agreement under which ITSP agreed to install and operate inmate and visitation telephones, video visitation stations and related equipment at Customer's Facilities. The parties hereto desire to amend the Agreement to add Inmate Electronic Messaging and Inmate Voice Messaging ("IVM"). Customer and ITSP hereby agree as follows:

A. Inmate Electronic Messaging and Inmate Voice Messaging is hereby added in its entirety as **ATTACHMENT D** to the Agreement:

ATTACHMENT D
INMATE ELECTRONIC MESSAGING AND INMATE VOICE MESSAGING

1. INMATE ELECTRONIC MESSAGING

1.1. ITSP's Inmate Electronic Messaging System shall allow incoming only Inmate Electronic Messages ("IEM") from the general public. IEMs shall not allow attachments. Any attachments shall be sent as separate messages. Messages shall be created in plain text only with no options for highlighting, italicizing, bolding, etc. and shall be up to a maximum of 5,000 characters per message.

1.2. ITSP's Inmate Electronic Messaging System shall allow incoming only photos from the general public. Photo size will print as per the size that is uploaded by general public; however, ITSP will reduce the size of excessively large photos to fit within an 8 x 8 print area.

1.3. IEMs and/or photos shall be processed through the Facility's mailroom following Customer's processes and procedures for regular mail received by the Facility(s).

1.4. IEMs and/or photos, at a minimum, shall include the inmate's first and last name, current housing unit, and the inmate's identification number.

1.5. IEMs and/or photo transaction fees charged to the party or to the inmate for each IEM or photo are identified in **Section 3 - Rates and Fees** of this **Attachment D**.

1.6. The inbox limit for read and unread electronic messages shall be configurable and designated by Customer. The ITS and Electronic Messaging System shall share a data feed to allow an inmate's account to be activated upon booking and deactivated upon an inmate's release or transfer out of Facility(s). However, the inmate's activity and data shall be stored indefinitely after deactivation to allow for monitoring and administration by Customer.

1.7. ITSP shall provide flyers/posters of all IEM services and cost of these services to post at the Facility(s).

1.8. ITSP, through its service provider Access Corrections, shall provide Customer with remote access to its IEM system for the purpose of administering, monitoring, overseeing and reviewing transactions associated with the applications/services provided. Remote access shall be provided by ITSP at no cost to Customer.

1.9. ITSP, through its service provider shall provide and install 1 color laser printer for the Facility(s) mailroom. The printer shall have the capability to allow for 2-sided printing should emails exceed one

page. ITSP, through its service provider Access Corrections, shall be responsible for providing supplies (paper and toner) for the printer at no cost to Customer.

1.10. Access to ITSP's IEM system shall require the use of a username and password. The access levels shall be designated by Customer.

1.11. ITSP shall provide ample storage capabilities for all electronic messages, reports and data online as well as archived and/or offline electronic messages, reports and data.

1.12. Each incoming IEM or photo shall be routed by ITSP's Inmate Electronic Messaging system to the Facility's mailroom workstation for review and approval in accordance with Customer's censorship rules and regulations. ITSP shall ensure no IEMs can be viewed by the inmates prior to approval by Customer and/or the mailroom staff.

1.13. Should Customer's staff reject an IEM or photo, ITSP's system shall transmit a notification message to the party creating the IEM or photo that the IEM or photo has not been approved for delivery as well as the reason the IEM or photo was not approved. Any IEM received in the Facility's mailroom is eligible for charging to the initiating party or inmate even though the message may be rejected.

1.14. The IEM System shall have the capability to allow Customer to query all IEMs and photos stored for the Facility(s), by a variety of criteria (inmate ID, inmate name, etc.).

1.15. All records shall be stored and accessible through the term of the Agreement, including any renewal term(s), and for a minimum period of 3 years following the expiration of the Agreement.

1.16. The Application shall have the capability to translate IEMs from Spanish to English.

1.17. The Application shall have the capability to track certain activities and patterns. The following reports shall be made available for monitoring and investigative purposes. New reports shall be produced by ITSP at no cost to Customer.

    1.17.1.   IEM by inmate ID, and/or inmate names;
    1.17.2.   IEM by party (including Facility(s) staff);
    1.17.3.   Daily, weekly and monthly statistics;
    1.17.4.   Total IEMs by Facility(s) and
    1.17.5.   Total IEMs by transaction type.

1.18. The Application shall provide the capability of conducting data analysis including, but not limited to, providing reports which identify if multiple inmates are receiving IEMs from the same party.

1.19. The Application shall provide the capability to customize and export reports in a format mutually agreed upon by Customer and ITSP.

1.20. The Application shall have the capability to create a log of all activity and tasks performed by each system user.

1.21. The Application shall provide an alert program to inform and/or forward IEMs to designated Facility(s) personnel when messages are sent to specified inmates.

1.22. ITSP shall provide upgrades for any software, firmware, or hardware at no cost to the Facility(s) throughout the life of the Agreement and any renewal term(s).

1.23. ITSP shall provide and import the Word Watch Filter Software. The Word Watch List shall be configurable to allow Facility to add additional words to the list.

1.24. If Facility(s) chooses, ITSP shall provide a link to Customer's website detailing all services and associated costs. Changes and updates to the website link shall be at no cost to Customer.

2. INMATE VOICEMAIL

2.1. ITSP shall provide Customer with its voicemail technology, at no cost to Customer, and as described herein in addition to the services provided by ITSP to Customer in the Agreement:

2.2. Voicemail shall be a password protected, one-way communication program allowing end-users to leave a secure voice message for inmates. Each voice message shall have 30 seconds time length and shall be recorded, stored and accessible via the ITS.

2.3. Voice messages shall only be accessible by the Customer and inmate via the ITS. To record a voice message, end-users shall contact ITSP to create a pre-paid account if one does not already exist.

2.4. End-users will be supplied a toll free number and shall be capable of leaving a message for the inmate based on the inmate's name and inmate ID. The ITS shall have the capability of notifying the inmate of the voice message and allowing the inmate to retrieve the voice message by inputting the inmate's PIN.

2.5. The voicemail transaction fee charged to the end user for each voicemail message is identified in **Section 3 - Rates and Fees** of this **Attachment D.**

2.6. Upon a mutually executed written amendment to the Agreement, Customer may cancel Voicemail at any time during the term of the Agreement without penalty.

3. RATES AND FEES

SECURE MAIL PRICING	
Email	**Price per Email**
1 Electronic Message	$0.60
1 Color Photo	$0.60
Funding/Setup Fees	$0.00

SECURE MAIL PACKAGE PRICING		
Message Package	**Price of Package**	**Price per Message**
5 Messages	$2.75	$0.55
20 Messages	$10.00	$0.50
40 Messages	$18.00	$0.45

SECURE MAIL PHOTO PACKAGE PRICING		
Photo Package	**Price of Package**	**Price per Photo**
5 Photos	$2.75	$0.55
20 Photos	$10.00	$0.50
40 Photos	$18.00	$0.45

VOICEMAIL PRICING	
Voicemail	**Price per Voicemail**
1 Voicemail	$1.00
Funding/Setup Fees	$0.00

4. COMPENSATION

4.1. ITSP, through its service provider Access Corrections, shall pay Customer commission of $0.20 for each Electronic Message and $0.05 for each Color Photo transaction generated by and through ITSP's Inmate

Electronic Messaging System. Transactions shall include, but not be limited to, incoming electronic messages, photos, printouts of electronic messages, and printouts of photos sent by end users for inmates. Additionally, ITSP, through its service provider Access Corrections, shall pay 25% commission on message package plans and 5% commission on photo package plans. ITSP shall pay Customer commissions of $0.50 for each Inmate Voicemail left by end users for inmates. ITSP, or its service provider Access Corrections, shall pay commission on each completed transaction before any deductions are made for unbillable transactions, bad debt, rejected electronic messages, rejected photos, rejected printouts, uncollectible transactions, fraudulent transactions, merchant adjustments, malfunctions, or any other ITSP expenses. A completed transaction shall be defined as the transmittal of funds by the general public to ITSP, receipt of electronic messages/photos by ITSP's system for processing to the Facility(s) workstations, sending an outgoing electronic message by the inmate to the facility(s) mailroom, and receipt of voicemail message. Additionally, Customer shall not be liable for any of ITSP's costs including, but not limited to, taxes, shipping charges, network charges, insurance, interest, penalties, termination payments, attorney fees, or liquidated damages.

5. PAYMENT AND REPORTING

5.1. Payments and transaction reports due to Customer or its Designated Agent shall be made by ITSP, or its service provider Access Corrections, no later than the 25th day of the month following the month of activity. Commission payments shall be sent via wire transfer or by check from Access Corrections and transaction detail reports shall be sent via electronic format to Customer or its Designated Agent.

5.2. ITSP, or its service provider Access Corrections, shall provide monthly transaction detail reports which shall include a detailed breakdown of the activity for all transaction types, including but not limited to, electronic messages and photos:

    5.2.1. Facility(s) Name;
    5.2.2. Facility(s) Identification Number;
    5.2.3. Revenue Reporting Period Dates;
    5.2.4. Gross Revenue Per Transaction Type, Per Inmate;
    5.2.5. Commission Rate;
    5.2.6. Total Commission Amount Transaction Type, Per Inmate; and
    5.2.7. Total Number of Transactions per Transaction Type, Per Inmate.

5.3. Commission and reporting discrepancies must be resolved by ITSP and to Customer's reasonable satisfaction within thirty (30) days of receipt of discrepancy notification from Customer or its Designated Agent. If not resolved satisfactorily, such discrepancy will be subject to late charges described below and/or the Agreement may be terminated at the sole discretion of Customer.

5.4. Payments and/or transaction detail reports received by Customer or its Designated Agent after the due date specified above will be subject to late charges.

5.5. Late charges and/or fines for commission payments shall be equal to 5% per month of the commission due.

5.6. Late charges for transaction detail reporting shall be a fee of $250.00 per month for each report not received by the 25th day of the month following the activity month or for each report that does not contain all of the fields and information identified above.

5.7. Late charges for resolution of an invoicing discrepancy shall be a fee of $25.00 for each day that the discrepancy remains unresolved past the initial 30-day period.

6. RECONCILIATION

6.1. Customer, or its Designated Agent, shall have the right from the Effective Date of the Agreement and for a period of 2 years after the termination date of the Agreement, upon 10 business days' written notice, to

fully reconcile or examine any and all of ITSP's information pertaining to IEM and Voicemail records and transactions. Customer retains the right to have another independent Agency of Customer's exclusive choice, perform any or all reconciliations and examinations pertaining to the Agreement.

6.2. ITSP shall maintain accurate, complete and audible records, in an electronic format, detailing the Gross Revenues from which commissions can be determined during the term of the Agreement and for no less than 2 years after the term of the Agreement. Failure by ITSP to comply with this full reconciliation rights provision will be ground for termination of the Agreement at Customer's sole discretion.

6.3. All records shall be stored and accessible through the term of the Agreement, including any renewal term(s), and for a minimum period of 3 years following the expiration of the Agreement.

B. Except as expressly modified by this Second Amendment, the provisions and conditions of the original Agreement, as amended, are unchanged and shall remain in full force and effect. The original Agreement, as amended, and as expressly modified by this Second Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

IN WITNESS WHEREOF, and intending to be bound as of the Second Amendment Effective Date, each of the parties has caused this Second Amendment to be signed by its duly authorized representatives on the date(s) shown below.

PLACER COUNTY SHERIFF'S OFFICE:

_____
Signature

DON HUTCHINSON
Printed Name

CAPTAIN
Title

3/13/14
Date

INMATE CALLING SOLUTIONS, LLC d/b/a ICSolutions:

_____
Signature

BRENDAN PHILBIN
Printed Name

VICE PRESIDENT
Title

1/27/14
Date