

**SECOND AMENDMENT TO THE MASTER SERVICES AGREEMENT BETWEEN  
LASSEN COUNTY JAIL AND  
GLOBAL TEL\*LINK CORPORATION**

This Second Amendment (“Second Amendment”) takes effect as of the effective date of the CPUC Order (as defined below), or the effective date of the FCC Order (as defined below), whichever occurs first (“Effective Date”), and amends and revises that certain **MASTER SERVICES AGREEMENT**, dated October 8, 2019, as amended from time to time (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 **Lassen County Jail**, with an address of 1405 Sheriff Cady Lane, Susanville, California 96130 (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 California Public Utilities Commission (“CPUC”) issued its Order Instituting Rulemaking to Consider Regulating Telecommunication Services Used by Incarcerated People, Rulemaking 20-10-002, Decision Adopting Interim Rate Relief for Incarcerated Person’s Calling Services, issued on August 23, 2021 and effective forty-five days thereafter on October 7, 2021 (“CPUC Order”), which mandated certain interim rate caps for inmate telephone services, ancillary service charges, and other requirements.

**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 CPUC Order and 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. Renew this Agreement for two (2) additional one (1) year terms, from October 7, 2022 through October 7, 2024.
2. Effective October 7, 2021, or the effective date of the CPUC 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 in this Section 1; provided, however, if the CPUC Order has not taken effect by October 26, 2021 or the effective date of the FCC Order, 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 as set forth in Section 2. of this Amendment without further action by the Parties, and shall be implemented, as set forth in Section 2:

**Inmate Telephone Services.**

Interstate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.07** per minute of use.

Intrastate ITS calls, whether made using a collect, debit, or prepaid/AdvancePay™ format: **\$0.07** per minute of use.

International ITS calls, whether made using a debit or prepaid/AdvancePay™ format: **\$0.21** per minute 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.

**Ancillary Service Charges.** The Company 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	Not permitted
Use of live operator	Not permitted
Paper bill/statement	Not permitted
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 cap of \$6.95 per transaction
Use of single-call and related services to pay for a single intrastate or jurisdictionally mixed ITS call using debit/credit card, mobile phone account, or another arrangement	Not permitted

3. If on October 26, 2021, or the effective date of the FCC Order, whichever is later, the CPUC Order has not taken effect, the FCC Order 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.

**Ancillary Service Charges.** The Company 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)	\$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	\$6.95 per transaction, plus the adopted per-minute rate


4. Effective October 7, 2021, or the effective date of the CPUC Order, whichever occurs later, GTL will pay monthly a sum equal to twenty-five percent (25%) of gross revenue (less all applicable taxes, government-imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation ("Content Revenue") contingent upon a minimum of percent (80%) of County's inmates having reasonable access to the Tablets. GTL will also pay County monthly a sum equal to twenty-five percent (25%) of the gross revenue received from billable video visitation services sessions. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the County unless written objection is received by GTL within sixty (60) days of receipt of commission payment by the County. The foregoing commission shall replace any and all commissions or other monies payable under the Agreement by GTL to the County, or to any fund or third party designated by County.
5. If on October 26, 2021 or the effective date of the FCC Order, whichever is later, the CPUC Order has not taken effect the commission payable to the Premises Provider under the Agreement shall be 70% 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. Additionally, GTL will pay monthly a sum equal to twenty-five percent (25%) of gross revenue (less all applicable taxes, government-imposed fees or charges, and billing or security fees) received from the per minute rate charged to inmates for access to the Tablet, excluding video visitation ("Content Revenue") contingent upon a minimum of percent (80%) of County's inmates having reasonable access to the Tablets. GTL will also pay County monthly a sum equal to twenty-five percent (25%) of the gross revenue received from billable video visitation services sessions. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the County unless written objection is received by GTL within sixty (60) days of receipt of commission payment by the County. The foregoing commission shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider.
6. As of the Effective Date, Section 6(a)(v) of the "Tablet Service Schedule – Enhanced Services – IP Enabled Tablets" of the Agreement is hereby added:
  - v. Basic Education: GTL will provide Edovo Core education content at no charge to County or inmates accessing the content through the Tablets.

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: Alexandra Booker  
Title: Contracts Manager  
Date: October 8, 2021

**Premises Provider**  
**Lassen County**

By:   
Name: Richard Egan  
Title: CFO  
Date: 10/7/21

**Approved as to Form**

  
OCT 08 2021  
**Lassen County Counsel**