

## AMENDMENT # 02 TO MASTER SERVICE AGREEMENT

This Amendment # 02 (“Amendment”), takes effect as of the date signed by all the parties listed in this preamble (“Effective Date”), amends and revises that certain **MASTER SERVICES AGREEMENT**, dated August 17, 2018, 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 (“Company”), and Genesee County, through the Genesee County Sheriff’s Office, with an address of 1002 S. Saginaw Street, Flint, MI 48502 (“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 Parties have previously entered into the Master Services Agreement dated August 17, 2018 (“the Agreement”); and

**WHEREAS**, the Parties have agreed to amend the Agreement in order to add certain offsite Mail Scanning Services to the Enhanced Services IP-Enabled Tablets and extend the Term of the Agreement for two (2) years, 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. The Agreement is amended to include, the below mail scanning solution language to the Enhanced Services – IP-Enabled Tablets Service Schedule. As soon as reasonably practicable following the Effective Date, the mail scanning solution described below shall be implemented on behalf of Premises Provider:

- Paragraph 6, **Tablets**, shall be modified and amended to include:

**(a)(v) Mail Scanning Solution:** At no cost to Premises Provider and at Premises Provider’s request, the Company agrees to scan inmate mail into electronic format that the facility can then deliver electronically to the original inmate recipient. The inmates’ mail will be directed to a mail scanning location designated by Company, where such inmates’ mail will be opened, scanned, and delivered electronically to the Premises Provider and/or Company, for delivery via the Tablets to the inmates. The Premises Provider will provide instructions to those desiring to send mail to inmates, on the address to send the mail, and other information for delivery. The Parties agree that any rule, regulation, statute, or court order, or other change mandated by any federal, state, or local authority which may interfere with, materially alter, or adversely affect Company’s rights or obligations related to Mail Scanning under this Agreement, shall require the Parties to enter into good faith negotiations to renegotiate the terms of this Mail Scanning service. Any additional costs to Company resulting from changes mandated by federal, state, or local authorities shall be reimbursed to Company by Premises Provider until such time that a new agreement on the terms of the Mail Scanning service is reached. Should the parties fail to agree on new terms for the Mail Scanning service, the Company shall be released from any and all further obligation to the Premises Provider to provide the Mail Scanning service. Any changes to the Mail Scanning service do not affect the Parties’ rights and obligations under the rest of this Agreement.

- Paragraph 6(c), **Premises Provider Obligations**, shall be modified and amended to include, immediately following section (11):

**; and (12) Premises Provider shall prescribe the location for friends and family to send US mail to inmates to the designated mail scanning facility and exclude any legal mail from being sent, and to provide the requested authorization to Company for opening and scanning of the mail (excluding legal mail).**

2. In consideration for the addition of the above mail scanning services, Paragraph 3 of the Agreement, **Term**, shall be modified and amended, as follows: **the Parties agree to extend the expiration of the Term of the Agreement for two (2) years with a new contract end date of August 16, 2027.**

3. The Agreement shall be further amended to modify language to the Inmate Telephone Service Schedule. As soon as reasonably practicable following the Effective Date, ITS rates in paragraph 4 of the Schedule shall be completely replaced and modified as described herein:

4 **Rates and Charges for Inmate Telephone Services.** The per-minute-of-use call rate shall not exceed the maximum rates authorized by the state’s telecommunication regulatory authority (“PUC”) and the Federal Communications Commission (“FCC”).


- a) **Interstate ITS calls made using a collect format: \$ 0.21 per minute of use.**
- b) **Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$ 0.21 per minute of use.**
- c) **Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format:: \$ 0.21 per minute of use.**
- d) **Local ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format:: \$ 0.21 per minute of use.**
- e) **International ITS calls, whether made using a debit, prepaid/AdvancePay™ or collect format: up to \$0.21 per minute of use plus amount paid to international carrier, as calculated on a quarterly basis.**

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 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 Company in connection with such programs.


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.**

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

By:   
Name: Maribeth Kuznia  
Title: Contracts Manager  
Date: 21-JAN-2022

**Premises Provider**  
**Genesee County**

DocuSigned by:  
  
Name: E406DF80108E40111111111111111111 Domonique Clemons  
Title: Chairperson  
Date: 1/20/2022