

AMENDMENT # 4 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment # 4 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Service Agreement, dated September 26, 2011 (the "Agreement"), as amended from time to time, by and between Global Tel*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Johnson County, Texas, with an address of 2 North Main Street, Cleburne, Texas 76031 ("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 agreed to amend the Agreement as provided for herein.

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:

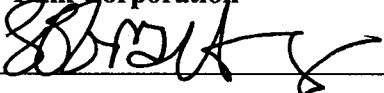
1. Section 1 of the Agreement is hereby modified to extend the Agreement for an additional three (3) year term ending on September 26, 2019. Thereafter, the Agreement shall automatically renew for additional two (2) year periods unless either party notifies the other, in writing, within ninety (90) days prior to the expiration of any term.
2. Commission payable to the Premises Provider under the Agreement shall be amended to ten cents (\$0.10) per minute on completed billable intrastate inmate telephone calls using the ITS, and 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 intrastate inmate call, and 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. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls.
3. As soon as reasonably practicable following the Effective Date, Company will replace phones as needed throughout the facility.
4. As soon as reasonably practicable following the Effective Date, Company will add eight (8) cart phones.
5. As soon as reasonably practicable following the Effective Date, Company will implement its Call IQ2 investigative feature and its Called Party IQ investigative feature.
6. The Memorandum of Understanding by and between Company and Johnson County Corrections Center (Jail) effective as of September 26, 2011 is hereby incorporated by reference and amended to provide for an intake kiosk and credit card terminal as soon as reasonably practical following the Effective Date pursuant to the terms and conditions in Exhibit B.
7. As soon as reasonably practicable following the Effective Date, the services set forth in the Service Schedules listed below, and attached to this Amendment as Exhibits A and B shall be delivered to Premises Provider:
 - Exhibit A Enhanced Services – Video Visitation Service
 - Exhibit B Touchpay Holdings – Financial Services

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: 

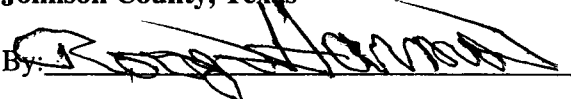
Name: Jeffrey B. Haidinger

Title: President & COO

Date: 8/16/16

Premises Provider

Johnson County, Texas

By: 

Name: Roger Harmon

Title: County Judge

Date: 8/22/16

Exhibit A

**Service Schedule
Enhanced Services – Video Visitation Service**

1. **Applicability.** This Service Schedule applies only to video visitation services. Where “Company” is used in this Service Schedule, it shall mean GTL Enhanced Services, LLC.

2. **Definitions.** Capitalized terms used and not otherwise defined shall have the meaning set forth in the Agreement.

“Enhanced Services” means enhanced communications and information services.

“Video Visitation Service or System” (“VVS”) means an Enhanced Service that permits face-to-face visits, on-site video visits, or remote video visits using a platform to facilitate inmate communications with family, friends, and attorneys.

“Video Visitation Unit” means the hardware and equipment installed at Premises Provider Locations (as defined below) that provides access to Video Visitation Services.

3. **Deployment Locations.** VVS will be deployed at the locations listed in the table below, as may be altered by agreement of the parties (individually “Location” and collectively “Locations”). Company reserves the right to terminate the VVS at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of the VVS at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for VVS within twenty-four (24) months following the deployment of Enhanced Service at the Locations.

Location
Johnson County Corrections Center (Jail), 1800 Ridgemar Drive, Cleburne, TX 76031

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy VVS at the Locations at no cost to Premises Provider. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of Premises Provider upon the expiration of the Agreement. Upon termination of VVS in any Location(s), provide Company a reasonable opportunity to collect all Video Visitation Units and associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for the VVS, subject to the limitations described herein. Company will respond promptly to all support requests. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Video Visitation Units will not be available while being repaired or maintained. Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of the VVS, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Video Visitation Services.** Company shall be responsible for: (a) furnishing, installing, repairing and servicing the VVS equipment listed below; (b) the performance (alone or through others) of all validation, billing, outclearing and collection services; and (c) the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of Company’s obligations hereunder. Company reserves the right to control unbillables, bad debt and fraud. Premises Provider and Company shall use best efforts to promote video visitation, including: (a) make video visitation available for at least 12 hours a day every day, without inmate session limitations except in connection with disciplinary action; (b) allow Company to promote the use of video visitation through, among others, the distribution of promotional material at Premises Provider Facility locations, IVR recordings, the Web, and press releases; (c) allow Company to have promotional pricing to make video visitation an attractive alternative.

7. **VVS Software.** Company shall deploy a hosted application server in Company video visitation data center. Company's VVS software provides the following functionalities for visitation scheduling: (a) unlimited number of user licenses for scheduling software; (b) facility registration and scheduling; (c) public web-based registration and scheduling; (d) multilingual web interface (English, Spanish); and (e) professional web-based registration and scheduling. The VVS software allows Premises Provider to (a) manage public and professional visits; (b) manage non-contact and contact visits; (c) manage on premises video visitation and remote video visitation; (d) establish set schedules for non-contact visits, contact visits, on premises video visits, and remote video visits; (e) have officer check in for all on premises visits; and (f) have officer video check-in prior to remote video visitation start. Premises Provider may configure the VVS software for staff access privileges, visitation restrictions for inmates and visitors, and scheduling and conflicts. The VVS software may be integrated with Premises Provider's Jail Management System (or "JMS") for one-way data transfers; provided, however, Company shall not be responsible for any charges that may be assessed for the interface or its maintenance by Premises Provider's JMS provider. Premises Provider may use the VVS software for live monitoring and recording with sixty (60) day recording storage, and may create certain data reports based on the data available via the VVS software.

8. **VVS Hardware.** Company will provide the following hardware and equipment for use with VVS:

28 Inmate Units
16 Visitor Units

9. **VVS Rates.**

There is no charge for on-site visitation.

Remote video visits shall be charged in accordance with the table below. There shall be 10 and 25 minute visits allowed.

<u>Visit Duration</u>	<u>Charge to Visiting Party</u>
10 Minute	\$4.40
25 Minute	\$11.00

10. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control video communication recordation or monitoring by Premises Provider or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the video monitoring and recording capabilities supplied through this Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider shall be solely responsible for any liability, costs and expenses relating to any claims made against Company or its affiliates arising out of failure of Premises Provider (or Company at the direction of Premises Provider) to comply with such law, regulation or guideline. Premises Provider acknowledges that all video communication detail records and recordings (DRs) in connection with VVS are the exclusive property of Premises Provider for the term of this Agreement and any resulting extensions of this Agreement; provided, however, Company shall have the right to use the DRs and recordings to respond to legal requests, to provide the services under this Agreement, and for other lawful business purposes.

11. **Additional Limitation of Liability.**

COMPANY AND ITS AFFILIATES AND SUPPLIERS SHALL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF THE VIDEO VISITATION UNITS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR

ACCESSORY IN ANY RELATED ACTIVITIES BY ANY VIDEO VISITATION UNIT SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE VIDEO VISITATION UNITS, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, THE VVS AND EACH OF ITS COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF THE VVS. COMPANY DOES NOT WARRANT THAT THE VVS WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF THE VVS WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH THE VVS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF THE VVS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

Exhibit B

Service Schedule Financial Services

This Service Schedule applies only to financial services. Where "Company" is used in this Service Schedule, it shall mean TouchPay Holdings, LLC d/b/a GTL Financial Services and its subsidiaries. Additional terms and conditions applicable to the financial services may be found on Company's website and may be modified from time to time.

1. Inmate Trust Deposit Services.

a. The Company's inmate trust deposit solutions ("Company Payment Solutions") provide an end-to-end system for the timely and secure processing of funds. The Company shall be responsible for: (a) furnishing, installing, repairing and servicing the equipment needed for all payment channels described below; (b) the transfer of all funds accepted via any of Company's payment channels; and (c) supplying marketing and promotional materials. Company shall initiate an Automated Clearing House ("ACH") credit to Premises Provider's designated bank on the next business day after the deposits are authorized and accepted by Company. Company reserves the right to implement controls necessary to limit bad debt and fraud, including limit the number of deposits into any one account, provide a deposit limit or ceiling for a single transaction, and restrict the number of payments from any source or individual.

b. Premises Provider shall: (a) provide access to power for kiosks; (b) promote the Company Payment Solutions offered; (c) include Company Payment Solutions on Premises Provider website and other mutually agreeable advertising forums; and (d) provide a reference link from the Premises Provider website to a URL designated by Company for promoting the Company Payment Solutions. Premises Provider shall cooperate with Company in its efforts to prosecute fraudulent transactions and recover bad debt, including provide account user information and balances.

2. Payment Channels.

- a. Lobby Kiosk – Located in areas agreed upon by Premises Provider and Company. Company's Lobby Kiosks accept cash, credit/debit cards from friends and family who want to add money to inmate trust or phone accounts.
- b. Intake Kiosk – Located in areas agreed upon by Premises Provider and Company. Company's Intake kiosk accepts cash in the booking area.
- c. Credit Card Intake Terminal – Located in areas agreed upon by Premises Provider and Company. Company's Credit Card Intake Terminal accepts credit and debit card deposits in the booking area.
- d. Mobile Application – Company provides Android & Apple downloadable mobile apps and a mobile-friendly website to facilitate credit/debit card payments from a smartphone.
- e. Online – Users can access Company's online, secure website portal and enter the required account information. Online support is available.
- f. Phone - A toll-free number provides users with step-by-step instructions for making a secure transaction using either a landline or cell phone.

3. Transaction Fees.

Maximum single deposit amount is \$200.00. The following transaction fees apply for inmate trust deposits:

Deposit Range	cc/dc Fee (all channels)	Cash – Lobby Kiosks
\$0 - \$25	\$3.75	\$2.75
\$25.01 - \$50	\$4.50	\$2.75
\$50.01 - \$100	\$5.75	\$2.75
\$100.01 - \$150	\$7.25	\$2.75
\$150.01 - \$200	\$8.50	\$2.75