

AMENDMENT #5 TO INMATE TELEPHONE SERVICE AGREEMENT

This Amendment #5 ("Amendment #5"), which 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 April 25, 2002, as amended from time to time (the "Agreement"), by and between Global Tel*Link Corporation d/b/a ViaPath Technologies with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 ("Company"), and Yamhill County Sheriff's Office, with an address of 535 NE Fifth Street, Room 143, McMinnville, Oregon 97128, acting by and through its Sheriff and Board of Commissioners ("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 previously executed Addendum #1 to the Agreement dated September 21, 2005, extending the Agreement for another two (2) years and revising the expiration date to June 1, 2009; and

WHEREAS, the Parties previously executed Amendment #1 (to the Agreement dated July 29, 2009, extending the period of performance for another five (5) year term and revising the expiration date to June 1, 2014; and

WHEREAS, the Parties previously executed Amendment #2 to the Agreement dated April 14, 2014, extending the period of performance by another three (3) years beginning on June 1, 2014, and providing further that the Agreement may be renewed for two additional one-year terms, through June 1, 2019; and

WHEREAS, the Parties previously executed Amendment #3 to the Agreement, dated August 25, 2016, which further modified certain terms in the Agreement following changes imposed by the Federal Communications Commission ("FCC"); and

WHEREAS, the Parties previously executed Amendment #4 to the Agreement, dated January 2, 2020, which the Term, Rate and Fees associated with the Agreement; and

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 #5, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

Amendment

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 International rate caps set forth on the Company’s website applicable to the Premises Provider based on the type of correctional facility and its average daily population (“ADP”), plus the applicable call termination rate for the international destination of the call as published on the Company’s website, which may be updated every 3 months in accordance with the FCC Order. These rates can be found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists>.

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 – deposit less than \$25.00	\$1.50 per transaction
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Automated payment for credit card, debit card, and bill processing fees – deposit of \$25.00 or more	\$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)	Not permitted
Use of single-call and related services to pay for a single ITS call using debit/credit card, mobile phone account, or another arrangement	\$1.50 per transaction, plus the adopted per minute rate

3. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the Company shall not owe or pay any commission or other monies under the Agreement for ITS calls whether the commission or other monies are payable to Premises Provider, or to any fund or third party designated by Premises Provider, and all references to such obligation to pay commission or other monies shall be deemed removed and deleted from the Agreement without further action of the Parties and shall have no force or effect for the ensuing period, through the expiration of the Agreement.

4. Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective permitted successors and assigns, including but not limited, to any new administration or head of Premises Provider. Neither Party shall assign any right and/or obligation under this Agreement without the other Party’s prior written consent, which shall not be unreasonably withheld or delayed; provided, however, Company shall have the right to assign some or all its rights and/or obligations under this Agreement at any time to any entity that controls, is controlled by or is under common control with Company (each an “Affiliate”) without the consent of the Premises Provider; provided, further, Company shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Company or (ii) a sale of Company or all of Company’s assets shall not constitute an assignment requiring consent of Premises Provider for purposes of this Agreement.”

5. Section 23 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Change-of-Law. Any rule, regulation, or other change mandated by any federal, state, or local authority which may interfere with or adversely affect Company’s rights, obligations, or intended benefit under the Agreement shall entitle Company to, at its option, renegotiate or terminate the Agreement.”

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.

CUSTOMER

By: *Lindsay Berschauer*
Name: Lindsay Berschauer
Title: Chair Commissioner
Date: 5-26-2022

**Global Tel*Link Corporation d/b/a
ViaPath Technologies**

By: *Alexandra Booker*
Name: Alexandra Booker
Title: Contracts Manager
Date: May 16, 2022

CONFIDENTIAL

AMENDMENT #5 – Yamhill County Sheriff’s Office and
Global Tel*Link Corporation d/b/a ViaPath Technologies
Inmate Telephone Service

Accepted by Yamhill County
Board of Commissioners on
5-26-2022 by Board Order
Bo 22-159