

**ADDENDUM # 2 TO DOC15001-INMT-PBLC**

This Amendment #2 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate & Public Coin Telephone Services Agreement (Contract Number: DOC15001-INMT\_PBLC), dated July 21, 2015, as amended from time to time (the "Agreement"), by and between Global Tel\*Link Corporation with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and the Department of Correction, with an address of 245 McKee Road, Dover, DE 19904 ("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**, Company and Premises Provider previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

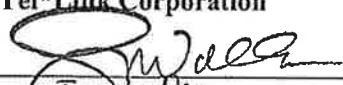
**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to extend the term of the Agreement through 6/30/2020.
2. The Parties further agree that Company will provide tablets to the Premises Provider in accordance with the attached Service Schedule for Enhanced Services – IP Enabled Tablets.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Addendum, the terms and conditions contained of this Addendum will control.

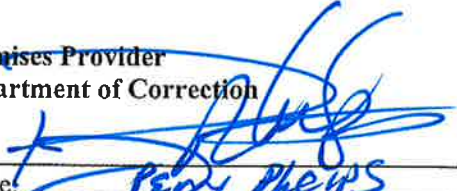
**IN WITNESS WHEREOF**, the foregoing Addendum has been executed by the Parties, effective as of the latest date listed below.

**Company**

Global Tel\*Link Corporation

By:   
Name: Jon Walker  
Title: VP Business Development  
Date: 10/9/18

**Premises Provider**  
Department of Correction

By:   
Name: Penny Phelps  
Title: Commissioner  
Date: 10/11/18

**Service Schedule**  
**Enhanced Services - IP-Enabled Tablets**

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where "Company" is used in this Service Schedule, it will mean GTL Enhanced Services, LLC.

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

"Agreement" means the contract to which this Service Schedule is attached.

"Enhanced Services" means enhanced communications, information services, educational, and entertainment products (as defined below).

"IP-Enabled Tablets" (or "Tablets") means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the Customer's Locations (individually "Location" and collectively "Locations"). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring intentional damage or vandalism.

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, tablets, hardware, circuits, and cabling to deploy Enhanced Services 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 with the exception of the Aerohive Access Points. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests by next business day; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The 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 Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein. Upon installation of the Aerohive Access Points all maintenance and support of the Aerohive Access Points revert to the Customer. Company will have no obligations for Access Point operation nor will the Company be responsible for wireless signal strength, coverage or penetration. Company will install the Aerohive Access Points per the Customer supplied Aerohive diagrams. Company will have no responsibility for adding additional access points or moving access points in the buildings that contain the Aerohive designed wireless infrastructure. Should Premises Provider decide to provide tablet access to areas of the facility outside of the initial Aerohive design, Company will work in good faith with the Premises Provider and provide Premises Provider with a proposal to be mutually agreed upon in writing to add the additional wireless infrastructure, hardware and tablets to facilitate said tablet access.

6. **Tablets.** Company will supply a minimum of one tablet for every six inmates having access to tablets during the Term of the Agreement, subject to the following limitations and conditions. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will provide notice to Premises Provider should these accompanying terms and conditions require a material modification, and Premises Provider agrees to provide a response with 3 business days if they have concerns with such modifications. Company will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics

of the Location. Additional tablets will be added to a housing unit if utilization in said housing unit for all tablets in that housing unit reaches an average utilization of 85% for a period of 14 consecutive days. Tablet utilization reports will be provided to Premises Provider upon request.

- a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:
  - i. Content. Company will make available certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content"). Content will be provided on a per minute basis access. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content. Premises Provider may request the Company to grant access to Premises Provider requested URLs. Company will evaluate the security of those URLs, and if secure will grant inmate access to Premises Provider requested URLs provided URL does not compete with Company provided services excluding optional services defined in Appendix A.
  - ii. Video Visitation. Remote video visitation
  - iii. Tablet Accounts. All Tablet usage may be purchased with money from an Tablet Account, which is funded by inmates or their families or friends (individually "Tablet Account" and collectively "Tablet Accounts"). Inmates fund the Tablet Account by transferring monies from their Trust Account. Inmate friends and Family fund an inmate's Tablet Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Tablet Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.
  - iv. Should Premises Provider elect to implement and purchase educational content from Company, Premises Provider can exercise this option with written notification. Cost for said educational content can be found in Appendix A, attached.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider's commissary service and will maintain all data associated with the tablets for the length of the contract. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed with Premises Provider approval.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) upon implementation at all sites access to no less than 80% of its inmates to paid Content subject to the payment by the inmate of Content usage fees listed herein unless in the interest of security the Premises Provider must restrict tablet access for a period of time. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for inmates and the use of the accounts for payment of Content usage and video visitation fees ; (5) allow inmate family and friends to make deposits into Inmate Accounts ; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premises Provider will not allow any third-party to, tamper with or otherwise modify the Tablets or associated software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing with Premises Provider approval. These Enhanced Services are located in Appendix B, attached, and are broken out by free and paid. Taxes, and regulatory and other mandated fees may also apply.

- a. **Replacement Headphones or Earbuds:** \$4.00

8. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, 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 monitoring and recording capabilities supplied through the 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 agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products and services implemented at Premises Provider facilities, excluding optional services defined in Appendix A, through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right.
- c. **Limitation of Liability**  
Company and its supplier are in no way responsible for any physical harm or other injury, foreseen or unforeseen, in the IMPROPER use of the tablets, headphones, or related accessories.
- d. **Warranty**  
Except as otherwise expressly stated in the Agreement, Enhanced Services and each of its components, including the tablets, 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 Enhanced Services. Company does not warrant that Enhanced Services will meet your requirements, be error-free or that all errors may be corrected. Company does not warrant that use of Enhanced Services will be continuous or uninterrupted and company will not be responsible or liable for any interruption of transmission in connection with Enhanced Services.
- e. **Confidentiality**

To the extent permissible under 29 Del. C. § 10001, et seq., the parties to this Addendum shall preserve in strict confidence any information, reports or documents obtained, assembled or prepared in connection with the performance of this Addendum.

**Appendix A**  
**Optional Annual Education Pricing**

Education		
Product Name	Unit of Measure	Cost Per Unit*
Learning Management System	Per Institution	\$13,000.00
ACCI	Per Institution	\$3,900.00
CRI	Per Institution	\$3,900.00
Life Skills/Personal Development	Per Institution	\$6,500.00
Kahn Academy Lite	Per Inmate	\$0.00
GED Academy	Per Inmate	\$32.50
Substance Abuse Treatment	Per Agency	\$40,000.00
Entrepreneurship	Per Institution	\$14,000.00
Employment Assistance	Per Agency	\$5,000.00
Conflict Resolution	Per Institution	\$0.00
Cognitive Behavior Therapy Content	Per Inmate	\$15.60

\* The above costs are yearly licensing costs. The above optional services will be billed to the Premises Provider on a quarterly or yearly based upon their preference.

**Appendix B  
Content**

Family and Friends Services	Access Cost
Messaging *	\$0.25 per message
Photos *	\$0.50 per message
Remote Video Visitation *	\$0.25 per minute (can be paid by inmate OR public)

Inmate Services	Access Cost
Inmate Telephone Calling *	Standard ITS Calling Rates
Contacts	Free
Help	Free
Facility Documents***	Free
Law Library	Free
Inmate Requests (not integrated to Premises Provider's Offender Management System)	Free
Inmate Grievance (not integrated to Premises Provider's Offender Management System)	Free
Music *	\$0.05 per minute
Messaging *	\$0.05 per minute
Games *	\$0.05 per minute
eBooks	\$0.05 per minute
Movies*	\$0.05 per minute
Browser	\$0.05 per minute
Photo Gallery	\$0.05 per minute
Remote Video Visitation *	\$0.25 per minute (can be paid by inmate OR public)
Promotional Content **	\$0.03 per minute

\* Service is required

\*\* Promotional content included on a periodic basis

\*\*\* Facility documents are read-only policy and informational documents approved by institution