

**Fourth Amendment to  
Inmate Telecommunication Location Agreement  
Between  
Telmate LLC and Twin Falls County**

**THIS FOURTH AMENDMENT** (hereinafter "Amendment") takes effect October 26, 2021 or the effective date of the FCC Order (as defined below), whichever is later ("Effective Date"), and amends and revises that certain **Inmate Telecommunication Location Agreement**, dated November 15, 2007, as amended from time to time (the "Agreement"), by and between **Telmate LLC** with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 ("Telmate"), and **Twin Falls County Sheriff's Adult Detention Facility**, with an address of 504 Gooding Street, Twin Falls, Idaho, 83301, ("Customer") (Telmate and Customer collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**Recitals**

*Whereas*, Customer and Pinnacle Public Services, entered into an Inmate Telecommunication Location Agreement on November 15, 2007 ("Agreement") whereby Telmate was obligated to perform certain inmate communication services at Customer's facility;

*Whereas*, Customer and Telmate entered into a First Amendment to the Agreement on November 1, 2011 ("Amendment1"), which assigned all of Pinnacle Public Services rights to Telmate LLC.;

*Whereas*, Customer and Telmate entered into a Second Amendment to the Agreement on April 14, 2014 ("Amendment2 "), which changed the call rates of the Agreement;

*Whereas*, the Customer and Telmate entered into a Third Amendment to the Agreement on June 17, 2016 ("Amendment3"), which incorporated changes imposed by the Federal Communications Commission ("FCC");

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

1. The term of the agreement shall be extended from September 29, 2021 through September 30, 2023. Unless either Party notifies the other in writing at least sixty (60) days prior to

the end of such term, this Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term").

2. 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 Interstate ITS rate set forth above plus the applicable call termination rate for the destination country as published on Telmate'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 Telmate 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 Telmate in connection with such programs.

**Ancillary Service Charges.** The Telmate 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 |
|--|--|

3. Effective October 26, 2021 or the effective date of the FCC Order, whichever is later, the commission payable to the Customer under the Agreement shall be \$0.019 per minute or percentage 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, and shall replace any and all commissions or other monies payable under the Agreement by Telmate to the Customer, or to any fund or third party designated by Customer.

4. Section 12 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 Customer. 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, Telmate 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 Telmate (each an “Affiliate”) without the consent of the Customer; provided, further, Telmate shall remain liable for any failure of any Affiliate to perform any assigned obligations. For the avoidance of doubt, a merger involving (i) Telmate or (ii) a sale of Telmate or all of Telmate’s assets shall not constitute an assignment requiring consent of Customer for purposes of this Agreement.”

5. The Regulatory Changes section 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 Telmate’s rights, obligations, or intended benefit under the Agreement shall entitle Telmate to, at its option, renegotiate or terminate the Agreement.”

6. The following Section is hereby added to the Agreement:

“Service Schedules. Any Affiliate may provide services in its own name, as set forth in a service schedule attached to the Agreement (“Service Schedule”), and such Service Schedule shall be considered a separate, but associated, contract incorporating this Agreement; provided, however, Telmate shall be responsible for its Affiliates’ performance pursuant to such Service Schedule.”

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 Exhibit A, shall be delivered to Customer:

Enhanced Services – IP-Enabled Tablets

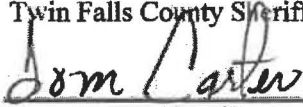
In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification 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.**

**Telmate**

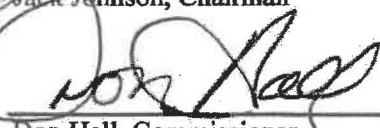
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Customer**

Twin Falls County Sheriff  
  
\_\_\_\_\_  
Tom Carter, Sheriff

**Twin Falls County Board of Commissioners**

  
\_\_\_\_\_  
Jack Johnson, Chairman

  
\_\_\_\_\_  
Don Hall, Commissioner

  
\_\_\_\_\_  
Brent Reinke, Commissioner

**Exhibit A**  
**Tablet Service Schedule**  
**Enhanced Services - IP-Enabled Tablets**

**1. Applicability.** This Service Schedule applies only to the enhanced services referenced. Where “Telmate” 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, entertainment products, and mail scanning services.

“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 locations listed in the table below (individually “Location” and collectively “Locations”). Telmate reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Telmate to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

| <b>Location</b>                             | <b>Location Description</b> |
|---|-----------------------------|
| 504 Gooding St. N., Twin Falls, ID<br>83301 | Twin Falls County Jail      |

**4. Telmate Provided Equipment, Services and Cabling.** Telmate will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Customer. Telmate 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 the Customer upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Customer will collect and deliver to Telmate all Tablets and related equipment assigned to the Location(s) and provide Telmate a reasonable opportunity to collect all associated equipment and hardware (except cabling).

**5. Support and Maintenance.** Telmate will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. At no cost to the Customer, Telmate will provide up to 25% of deployed tablets per year to cover normal wear and tear as determined by Telmate. If additional tablets are requested to maintain a contractual inmate-to-tablet ratio, the additional tablets will be provided at a rate of up to \$249.99 per tablet, which includes shipping, processing, maintenance and the software license for the use of the tablets. The Customer will decide whether to request and pay for additional tablets. Telmate will invoice Customer for the total number of additional tablets that have been shipped. Telmate will

retain ownership of the tablets and all licensed software. Telmate will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Customer acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets may not be available while being repaired or maintained. The Customer will permit Telmate 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 Telmate to perform its obligations herein, and if required, Customer shall provide security escorts for Telmate personnel.

**6. Tablets.** Telmate will provide eighty-five (85) Tablets at Customer's facility. Telmate may adjust the number of Tablets up or down in consultation with the Customer. Telmate 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 the Tablets. Tablets shall at all times remain the sole and exclusive property of Telmate. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Telmate will install Tablet charging enclosures (individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Telmate will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

- a. Enhanced Services. Telmate will provide the following Enhanced Services via the Tablets:
- i. Inmate Content Access. Telmate will make available access to certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content Access"). Content Access will be provided on a per minute basis. Content Access will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Telmate reserves the right to add, alter or discontinue any Content Access.
  - ii. Video Visitation. On-premise and Remote video visitation with no less than sixty (60) days online recording storage.
  - iii. Voice Communication. Telmate will enable Tablets for outbound voice communications that include the security features and functionality of the inmate telephone service ("ITS") platform supplied by Telmate. Headsets equipped with a microphone will be required
  - iv. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate's Inmate Account by deposits made through Telmate consumer channels. Transaction Fees may apply. Funds in an Inmate 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.
  - v. Law Library: Telmate agrees to provide access to a law library.

- b. **Telmate Obligations.** Telmate will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for distribution by Customer. Telmate 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. Telmate may also change the number of Tablets deployed.
- c. **Customer Obligations.** A Customer must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz through 5 GHz bands at all Locations with details of how, when, and where the network will be installed to be approved by both Parties; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures in a manner approved by both Parties; and (iv) access to paid Content subject to the payment by the inmate of Content usage fees listed herein and subject to the safety, security, and/or disciplinary needs of the Customer. In addition, Customer 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) facilitate the the distribution of Headsets, silicon earbuds and other Tablet accessories; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for use with Telmate's products; (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 Telmate by either Customer, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Telmate with secure space to store Tablets and other Telmate 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 Customer on all matters involving Enhanced Services, including reporting to Telmate 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. Customer will not allow anyone 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 Telmate for use with Enhanced Services.

**7. Enhanced Services and Accessories Rates.** Telmate may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Telmate may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Voice Communication will be charged at the same per-minute rate as ITS under this Agreement.
- b. **Paid Inmate Content Access:**
1. Standard Profile: \$0.05 per minute
  2. Promotional Profile: \$0.03 per minute
  3. Free Profile: \$0.00 per minute
- c. **Video Visitation Services:** \$0.25 per minute Extended Local Visit Price  
\$0.25 per minute Remote Visit Price

- d. Messaging From Inmate Family and Friends (charged to inmate family and friends):
1. \$0.25 per written message
  2. \$0.25 per photo attachment (in addition to charge for any written message, if provided)

**8. Transaction Fees for Enhanced Services.** Telmate may charge certain Transaction Fees in accordance with the following amounts:

|   |  |
|---|--|
| Fee for automated payments (includes payments by interactive voice response, web, or kiosk)   | \$3.00 per use   |
| Fee for payment using live operator   | \$5.95 per use   |
| Paper bill/statement fee  | \$2.00 per use   |
| Fee for 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 |

**10. Additional Terms**

- a. **Monitoring and Recording.** Customer acknowledges that the Enhanced Services provide Customer 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. Customer further acknowledges and agrees that Telmate has no responsibility to advise Customer with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Customer of the use of the Tablets, or compliance therewith. Customer 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. Telmate disclaims any responsibility to provide, and in fact has not provided, Customer any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Customer agrees to indemnify, defend, and hold Telmate and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Telmate arising out of failure of Customer (or the Telmate at the direction of the Customer) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Customer will not allow any products or services that compete with those supplied by Telmate during the term of the Agreement to be, or to remain, installed at any Customer facilities, including present and future Customer locations. Telmate will have the exclusive right to provide the products and services implemented at Customer facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Customer 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 Customer facilities or at third-party facilities; provided, however, that Telmate may choose to not exercise this exclusive right. Customer may provide access to courts, attorneys, court-ordered services and/or law libraries via phones, tablets, computers, or other technologies not provided by Telmate. Such access is allowed and will not be considered to compete with Telmate products or services.

**c. Limitation of Liability**

TELMATE AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND TELMATE IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR CUSTOMER PERSONNEL. FURTHERMORE, TELMATE AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. CUSTOMER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

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, TELMATE 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. TELMATE DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. TELMATE DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND TELMATE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TELMATE 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 ENHANCED SERVICES, INCLUDING THE TABLETS, EVEN IF TELMATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.



April 14, 2014

Sheriff Tom Carter  
Twin Falls County Sheriff's Adult Detention Facility  
504 Gooding Street.  
Twin Falls, Idaho 83301

**Re: Amendment of Phone Call Rates, Phone Call Length, and Telmate Product**

Dear Sheriff Tom Carter:

Due to the Federal Communications Commission order for implementation of revised inmate phone call rates on February 11, 2014, the Inmate Telecommunications Location Agreement between Twin Falls ("Customer") and Telmate, dated November 15<sup>th</sup>, 2007 ("Agreement") will be amended to reflect the parties understanding and agreement of previous discussions regarding revised phone call rates, phone call length, and the introduction of Telmate's newest product, IntraCell. IntraCell is a product whereby the Intralata call rate is used when a local call is completed to a wireless VoIP or non LEC billed destination number from Customer's facility. The Agreement will be amended and effective February 11, 2014 according to the following:

1. The Local Rate for pre-paid calls will be \$3.00 per call for 20 minutes.
2. The Local Rate for collect calls will be \$3.50 per call for 20 minutes.
3. The Interstate Rate for all calls will be \$3.15 per call for the first initial 15 minutes plus additional mandatory regulatory taxes and fees. Each additional minute after the first initial 15 minutes will be \$0.21 per minute.
4. The Interstate Rate for collect calls will be \$3.75 per call for the first initial 15 minutes plus additional mandatory regulatory taxes and fees. Each additional minute after the first initial 15 minutes will be \$0.25 per minute.
5. The allowed call length for all calls may be increased to 20 minutes for facilities with call lengths lower than 20 minutes.

Customer hereby acknowledges that the distribution and sale of the Equipment and Services have been and are subject to certain rules and regulations (collectively "Regulations"), including but not limited to regulations established by the Office of the Comptroller of the Currency (OCC), the United States Office of the Treasury Office of Foreign Assets Control (OFAC), the relevant provisions of the Patriot Act, and the Bank Secrecy Act. Customer agrees to comply with such Regulations. Such cooperation shall include, but is not limited to, access to the data necessary for Telmate and/or its banking sponsor to identify all parties related to cash, credit card, inmate trust or other related transactions related to revenue from sales of prepaid services, trust and/or bail, and revenue being defined as the net of sale price after applicable sales tax, regulatory and compliance surcharges. Customer agrees to assist Telmate and/or its banking sponsor to the best of its ability obtain proper identification information on all cardholders when required, screen all cardholders against the OFAC SDN list and to sufficiently monitor card loading and distribution activities. The parties agree to abide by these Regulations and

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acknowledge that such Regulations are subject to change, and should a material change to these Regulations occur, Telmate agrees to notify Customer of such change. Telmate shall be responsible for ensuring that the Equipment and the use thereof are compliant with all applicable rules and regulations. Any governmental, city, or state tax, law or regulation preventing Telmate from providing the services agreed to hereunder or making the continuation of this Agreement impracticable as defined by Telmate, will allow Telmate, at its own discretion, to unilaterally modify or terminate this Agreement without liability with thirty (30) days notice. Customer and Telmate both agree with the relevant Regulations described herein. Customer agrees to cooperate and grant Telmate the right to act as an agent, on its behalf, to the extent necessary, to ensure continued federal, state, and local compliance of electronic funds transmission and all other Regulations.

The Agreement will be considered amended accordingly, modifying or replacing any inconsistent or different terms. Please indicate Customer's understanding and agreement with this letter by executing a copy and returning it to me at your earliest convenience. If Customer is not in agreement with this letter, Customer must notify Scott Lam at [Scottlam@telmate.com](mailto:Scottlam@telmate.com) or (415) 300-4323 within 24 hours from the date of this letter. Telmate is excited to continue providing you with state-of-the-art electronic communications equipment, services and systems. Thank you again for this opportunity to serve you.

Customer Acknowledged.

By: Tom Carter  
Print: Tom Carter  
Title: Sheriff  
Date: 4-16-14

Sincerely,

Kevin O'Neil  
PRESIDENT

**Third Amendment to  
Inmate Telecommunication Location Agreement  
Between  
Telmate LLC and Twin Falls County**

**THIS THIRD AMENDMENT** (hereinafter "Amendment") is made and entered into on June 17th, 2016 ("Effective Date") by and between **Twin Falls County Sheriff's Adult Detention Facility** ("Customer"), with a business address at 504 Gooding Street, Twin Falls, Idaho, 83301, and **Telmate LLC**, ("Telmate"), with its principal place of business at 655 Montgomery Street 18<sup>th</sup> Floor, San Francisco, California 94111. Customer and Telmate may herein be collectively referred to as the "Parties" or individually as a "Party."

**Recitals**

*Whereas*, Customer and Pinnacle Public Services, entered into an Inmate Telecommunication Location Agreement on November 15, 2007 ("Agreement") whereby Telmate was obligated to perform certain inmate communication services at Customer's facility;

*Whereas*, Customer and Telmate entered into a First Amendment to the Agreement on November 1, 2011 ("Amendment1"), which assigned all of Pinnacle Public Services rights to Telmate LLC.;

*Whereas*, Customer and Telmate entered into a Second Amendment to the Agreement on April 14, 2014 ("Amendment2"), which changed the call rates of the Agreement;

*Whereas*, the Parties wish to further modify certain terms in the Agreement, Amendment1, and Amendment2 following recent changes imposed by the Federal Communications Commission ("FCC"), and to continue the remaining terms in full force and effect.


*Now therefore*, intending to be bound, the Parties hereto agree as follows:

1. Section 3 of the Agreement, "Commissions," is hereby deleted in its entirety, retitled as "Facility Support Fees and Payments," and replaced with the following:
  - a. Facility Support Fees. On or before June 20, 2016, Telmate will implement a system to collect a facility support fee of five cents (\$0.05) per minute on specific telephony calls serviced by Telmate. The facility support fee will be added on a per minute basis for Local, IntraLATA, InterLATA, and other applicable call types designated by Telmate. Such facility support fees will be collected by Telmate and remitted to Customer without deductions.
  - b. Upon ten (10) days from the receipt of notice from Telmate to Customer, any or all facility support fees or payments under this section may be modified or terminated if Telmate determines such fees or payments are impermissible under federal, state or local laws.
2. Schedule A of the Agreement, "Rates," is hereby deleted in its entirety and replaced with the following:
  - i. The call rate for Intrastate Prepaid Calls will be \$0.20 per minute.
  - ii. The call rate for Intrastate Collect Calls will be \$0.45 per minute.
  - iii. The call rate for Interstate Prepaid Calls will be \$0.21 per minute.
  - iv. The call rate for Interstate Collect Calls will be \$0.25 per minute.
  - v. The fees for Cash Prepaid Deposit via Kiosk will be \$3.00 per transaction.

- vi. The fees for Credit Prepaid Deposit via Kiosk will be \$3.00 per transaction.
  - vii. The fees for Live Operator Assisted Prepaid Deposits will be \$5.95 per transaction.
  - viii. The fees for Automated Toll Free Prepaid Deposits will be \$3.00 per transaction.
  - ix. The fees for Paper Billing will be \$2.00 per transaction.
3. Amendment2, titled as "Amendment of Phone Call Rates, Phone Call Length, and Telmate Product", is hereby deleted in its entirety.
  4. Positive Call Acceptance. Recipients of telephonic calls from Customer facility(s) utilizing Telmate's VoIP platform will be given the opportunity to individually accept the telephonic call, or in combination, the telephonic call and subsequent communications.
  5. Length of Call. Telmate will determine all maximum call lengths at Customer's facility(s).
  6. Regulatory Changes. Customer will allow Telmate to renegotiate certain terms of the Agreement upon sixty (60) days written notice in the event that any federal, state, local, or facility, law, regulation, or tax unreasonably changes or makes unlawful certain terms (including, without limitation, rates, operations mandated by law or facility, acts of God, and other restrictions) of the Agreement. Conditioned upon the successful mutual agreement, Telmate shall memorialize the renegotiated terms in an amended contract signed by the Parties. Furthermore, the Parties acknowledge that the terms of the Agreement are governed by federal, state, or local laws and regulatory requirements that are subject to change on occasion. Telmate shall provide notice of any such changes upon thirty (30) days written notice to Customer.
  7. Except as otherwise provided herein, all terms and conditions of the Agreement and Amendment1 shall stay in full force and effect.

**CUSTOMER**

**TELMATE**

Sign:   
 Name: Captain Douglas Hughes  
 Title: Captain  
 Date: 6-17-16

Sign: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



# GTL-TELMATE ACQUISITION

## Letter to Customers

July 31, 2017

Dear Valued Customer,

I'm pleased to announce that GTL, a leader in the fields of inmate communications and payment services, has completed its acquisition of Telmate.

As many of you know, my business partner Richard Torgersrud and I have worked for the last 11+ years to build the most reliable, innovative, and secure technology solutions in the corrections space. We decided that it was time for us to step aside with the hope that GTL could utilize our technology to positively impact millions of additional lives.

When we looked at the field of companies GTL was the only one to truly complement Telmate's suite of corrections technologies and high-standard of customer service, and also have the resources to move Telmate forward in the manner we envision. We feel when they acquired the corrections education company, IDS, they showed a commitment to friends, family and inmates that aligns with the philosophy of Telmate. Plus, GTL offers the lowest prices in the marketplace, which is right in line with our core vision of trying to offer the best services for the lowest possible prices.

Now with the combined engineering expertise of both technology-driven companies, GTL and Telmate will be able to ensure these offerings are the most cutting-edge suite of corrections services available in the marketplace. There are no planned changes in the way we manage your account, and we will continue to offer the same great service we always have within the combined infrastructure.

Prior to the acquisition, Telmate had partnered with TouchPay Holdings (a GTL company) to begin offering its customers access to TouchPay's payment solutions, including trust services. Telmate customers will continue to have access to these solutions following the acquisition – which allows Telmate to maintain the highest standards of service and compliance.

For the past 11+ years Telmate has been a product and technology leader in the industry and has seen incredible growth – all while operating as a bootstrapped startup. This next step with GTL will allow both companies to rapidly mature and grow to better meet the needs and scale of its customers and partners.

Best regards,

Kevin O'Neil

## TouchPay Addendum

### What does this mean for you and your facility?

- Deposit kiosks will likely experience some downtime during this transition on July 31<sup>st</sup>. Credit card deposits will still be available over the phone at 866-516-0115 and online at [GettingOut.com](http://GettingOut.com).
- After July 31<sup>st</sup>, the bank deposit ACH for regulated transactions will be directed to each facility within 48 hours of the transaction date, midnight-to-midnight, Central Standard Time.
- Once the transition occurs, the first ACH should appear in your bank by August 7<sup>th</sup>. Thereafter you will receive ACH daily when deposits are made.
- ACH deposits processed by TouchPay will be received in facility bank accounts as:  
**TouchPayREL Company ID 1203745863.**

If you have any questions or concerns please feel free to contact your account manager.

## INMATE TELECOMMUNICATION LOCATION AGREEMENT

This Inmate Telecommunication Location Agreement ("Agreement") is made this 15th day of November, 2007, by and between Twin Falls County Sheriff's Adult Detention Facility ("Customer"), whose address is 504 Gooding Street, Twin Falls, Idaho, 83301, and Pinnacle Public Services, LLC ("Pinnacle").

WHEREAS, Pinnacle is engaged in the business of operating, vending, and maintaining coin operated and non-coin operated inmate telephone equipment and systems ("Equipment") and,

WHEREAS, Customer desires to utilize the service, expertise, and equipment of Pinnacle,

NOW, THEREFORE, in consideration of the mutual promises and covenants set out herein, Pinnacle and Customer hereby agree as follows:

1. **Agreement.** Customer grants to Pinnacle the exclusive right and license to install, maintain, and derive revenue from the use of Pinnacle's equipment located at an incarceration facility commonly known as Twin Falls County Sheriff's Adult Detention Facility ("Facility"), and whose physical address is 504 Gooding Street N., Twin Falls, Idaho, 83301.

2. **Term.** The initial term of this Agreement shall begin on the last date signed by a party below, and shall end five (5) years thereafter. The terms and conditions of this agreement shall continue as to any Pinnacle equipment installed at the request of Customer, after the commencement date and prior to the expiration date. If the normal business operation of the facility is interrupted for any reason (for example, due to act of God, an inmate riot, or strike) the expiration of the term of this Agreement shall be extended for a period of time equal to the period of such interruption or stoppage of business operations.

2. **Renewal.** After the five (5) year initial term, this Agreement shall automatically renew for another one (1) year time period thereafter, upon the terms and conditions herein set forth, unless written notice is sent by either party at least sixty (60) days prior to the end of such term.

3. **Commissions.** In consideration for the right to install, maintain, and operate the equipment within the facility, Pinnacle agrees to pay Customer a monthly commission of Fifty percent (50%) of the gross revenue generated as a result of collect calls and a monthly commission of Fifty percent (50%) of the gross revenue generated as a result of pre-paid calls made through use of equipment. Pinnacle shall pay such commissions on all calls including Interlata, Interlata, Interstate, Intrastate, Local, and International calls. Such commissions shall be paid by Pinnacle to Customer by check on a monthly basis. Such payment shall be made no later than 45 days following the month in which the revenues were generated from equipment. Said commissions checks will be made payable to Customer and mailed to Customer's address set about above. All such commission payments shall be final and binding unless written objection thereto is received by Pinnacle from Customer within 30 days of payment by Pinnacle to Customer.

and binding unless written objection thereto is received by Pinnacle from Customer within 30 days of payment by Pinnacle to Customer.

4. **Amount and Location of Equipment.** The exact location(s) of the equipment at Customer's facility shall be as per the mutual written agreement of the parties hereto.

5. **Rates.** This agreement is subject to tariff's catalogs or price lists, as filed with appropriate state and federal regulatory commissions. The rates shall be set out in the **Schedule A** attached to this agreement as if set out in full herein.

6. **Exclusivity.** During the term of this Agreement and during any renewal of this Agreement, Customer grants to Pinnacle the exclusive right and license to install, maintain, and operate such telecommunication equipment governing all inmate calls, including local and long distance, including but not limited to collect calls, debit calls, within any facility owned or operated by Customer. During the term of this Agreement Customer shall not provide to any third party access to the equipment.

7. **Maintenance of Equipment.** During the term of this agreement, Pinnacle will repair and maintain the equipment in good operating condition and shall exclusively maintain the equipment in such condition by furnishing all necessary parts and labor reasonably necessary for the successful operation of the equipment. Pinnacle has the exclusive access to open, adjust, remove, disconnect, repair, replace, or alter the equipment. Customer shall permit employees or contractors of Pinnacle reasonable access in order to provide such service, repair, and maintenance on equipment. Equipment shall remain the sole property of Pinnacle. Upon termination of this Agreement, Pinnacle shall have the right to enter upon the premises to remove the equipment. Customer shall notify Pinnacle of any misuse, destruction, damage, or vandalism to the equipment as soon as practicable. Customer shall exercise reasonable care to prevent damage or destruction of the equipment.

8. **Performance.** Pinnacle and Customer realize and agree that the equipment will allow Customer to monitor, eavesdrop, and/or otherwise record inmate's use of the equipment. Customer understands and agrees Pinnacle has made no warranties, express or implied, as to the legality of such monitoring and/or eavesdropping.

9. **Default and/or Termination of Agreement.** If Customer or Pinnacle defaults in their performance of any obligations hereunder, the non-defaulting party shall notify the defaulting party in writing of such default with specific attention to detail. The defaulting party must cure such default within thirty (30) days from receipt of notice of default. Otherwise the non-defaulting party shall have the right to terminate this Agreement and pursue all legal and equitable remedies available to the non-defaulting party. If any governmental tax, fee, regulation, or tariff, or any other law prevents Pinnacle from providing the services agreed to hereunder or make the continuation of this Agreement economically impracticable then Pinnacle may, at its own discretion, terminate this Agreement without liability. On any termination of this Agreement Customer allows Pinnacle reasonable access to facility in order to remove equipment. Pinnacle agrees to remove their equipment within 30 days after such termination.

10. **Liability Indemnification.** Customer assumes the risk of liability arising from or pertaining to the operation, or use of equipment. Customer shall indemnify and hold Pinnacle harmless from any liability, which results from negligence of the customer. Pinnacle shall indemnify and hold the customer harmless from any liability, which results from negligence of Pinnacle under this agreement.

**Insurance:** Pinnacle agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$2,000,000 (Two Million Dollars and no/100's), which shall name and protect Pinnacle, all pinnacle's employees, Customer and its deputies, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of, or in connection with, Pinnacle's acts. Pinnacle shall provide proof of liability coverage as set forth above to Customer prior to commencing its performance as herein provided.

11. **Authority.** Customer and Pinnacle warrant and represent to each other they have the authority to enter into this binding Agreement and to bind each other to such Agreement.

12. **Assignment.** Customer may not sell, lease, assign, or otherwise transfer any of the rights or obligations hereunder to a third party without the prior written agreement of Pinnacle. Pinnacle may sell, lease, assign, or otherwise transfer any of its rights or obligations hereunder to any third party on thirty (30) days written notice to Customer. The exception will be billing another Law Enforcement agency for the access of the equipment to listen to phone calls and to record for evidentiary purposes.

13. **Notices.** All notices provided for in this Agreement shall be in writing and shall be sent Certified Mail, Return Receipt Requested, to the parties at the addresses set out above or any other address as specified by a party by prior written notice to the other party. Said notice shall be deemed received upon receipt thereof by addressee.

14. **Miscellaneous.** This Agreement shall be construed under and governed by the laws of the State of Idaho. Proper venue shall only be the courts of Idaho. No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of Customer, and Pinnacle, and Pinnacle's successors and assigns. This Agreement cannot be modified other than by written instruments signed by Customer and Pinnacle.

Dated this 18 day of December 2007

CONTRACTOR

By

(Name)

President

(Title or Office)

Twin Falls County Sheriff

Wayne Tousey  
Wayne Tousey, Sheriff

Twin Falls County Board of Commissioners

Tom Mikesell  
Tom Mikesell, Chairman

George Urie  
George Urie, Commissioner

Terry Ray Kramer  
Terry Ray Kramer, Commissioner

ATTEST:

Kristina Glascock  
Kristina Glascock, Clerk

**SCHEDULE A  
RATES**

1. The Local rate for any and all Collect Calls will be \$3 for 20 Minutes.
2. The Local rate for any and all Pre-Paid calls will be \$2.50 for 20 Minutes.
3. The Intralata rate for any and all Collect Calls will be \$6.00 for 20 Minutes.
4. The Intralata rate for any and all Pre-Paid calls will be \$3.33 for 20 Minutes.
5. The Interlata rate for any and all Collect Calls will be \$8.00 for 20 Minutes.
6. The Interlata rate for any and all Pre-Paid Calls will be \$5.00 for 20 Minutes.
7. The Interstate rate for any and all Collect Calls will be \$10.00 for 20 Minutes.
8. The Interstate rate for any and all Pre-Paid Call will be \$6.00 for 20 Minutes.