

AMENDMENT # 01 TO THE INMATE PHONE AND VIDEO VISITATION SERVICES CONTRACT

This Amendment # 01 ("Amendment") takes effect as of the date last signed by the Parties ("Effective Date"), and amends and revises that certain **Inmate Phone and Video Visitation Services Contract** dated April 6, 2020 as amended from time to time (the "Contract"), 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 (the "Provider" or "Company"), and the **County of Dane, Wisconsin** with an address of 115 W. Doty Street, Madison, WI 53703 (the "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 extend the term of the Contract; and

WHEREAS, the Parties have agreed to remove mail scanning services from the Contract; and

WHEREAS, the Parties have agreed to add certain equipment to the Contract;

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 I. Term** is hereby modified as follows:
 - a. The Parties hereby agree to extend the term of the Agreement for one (1) year from May 3, 2023, through May 3, 2024 ("Renewal Period").
2. **Schedule A: Scope of Services** is hereby modified to remove all references to "mail services" as follows:
 - **Schedule A, paragraph one** is deleted in entirety and replaced as follows:
 - "Provider shall provide a Digital Inmate Telephone and Video Visitation System at the Dane County Jail. This shall include a fully operational system, including all phone and video visitation for all calls, and visits processed by coin-less telephones, tablets, kiosks and/or visitation stations, as well as an administrator to monitor day-to-day operations."
3. **Schedule B-2: Tablet Service Schedule, Enhanced Services – IP-Enabled Tablets** is hereby modified as follows:
 - **Section 2: Definition**, is hereby modified as follows:
 - Under "Enhanced Services", "mail" is hereby deleted.
 - **Section 3: Deployment Locations**, the following sentence is hereby deleted, "Company will provide a sufficient number of tablets to ensure there is an adequate supply to service inmate usage needs."
 - **Section 4: Company Provided Equipment, Services and Cabling** is hereby modified to add the following statement:
 - "Company shall provide twenty-one (21) flex units, four (4) charging carts and one (1) scheduling kiosk to the Premises Provider".
 - **Section 5: Support and Maintenance**, the following language is hereby added, "Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. During the first ninety

(90) days of the Renewal Period (May 3, 2023, through August 3, 2023), Company will cover 100% of tablets that need to be replaced. After the ninety (90) day grace period, and at no cost to the Premises Provider, Company will provide up to 25% of deployed tablets during the Renewal Period (from August 4, 2023, through May 3, 2024), to cover normal wear and tear as determined by the Company. If additional tablets are requested or required, to maintain a contractual inmate-to-tablet ratio, during the Renewal Period above the 25%, the additional tablets will be provided at a rate of up to **\$299 per tablet**, which includes shipping, processing, maintenance and the software license for the use of the tablets.

- Schedule, B-2, Section 6, Tablets, is hereby modified as follows:
 - The following sentence is hereby deleted, "The exact amount, type and location(s) of the Tablets at Premise Provider's Facility shall be as per the mutual agreement of the parties. Company may adjust the number of Tablets up or down at any time."
 - The following sentence is hereby added, "The Company shall provide a 1:1 ratio of Tablets to Inmates under the Agreement."

4. Schedule B-3, Off Premise Mail Scanning Schedule is hereby deleted in entirety.

5. 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.

Company
Global Tel*Link Corporation

By: Eileen Tobin
Name: Eileen Tobin
Title: Director, Contracts Administration
Date: August 15, 2022

Premises Provider
County of Dane

By: Joseph T. Parisi
Name: Joseph T. Parisi
Title: Dane County Executive
Date: 8/18/2022