

INMATE TELECOMMUNICATIONS AGREEMENT

This Inmate Telecommunications Agreement (hereinafter "Agreement"), made and entered into this 7th day of January 2013 by and between Butts County of the one part, hereinafter collectively "County," and Pay Tel Communications, Inc. of the other part, hereinafter "Pay Tel."

WHEREAS, County and Pay Tel desire to enter into a long term relationship pursuant to which Pay Tel will act as the exclusive agent and provider of inmate telecommunications equipment and services (hereinafter sometimes "Services"); and

WHEREAS, County understands the financial commitment on the part of Pay Tel in providing equipment associated with such services and agrees to cooperate and assist Pay Tel as set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations hereunder, the parties to this Agreement do hereby agree as follows:

1.0 AUTHORITY TO CONTRACT

1.1 County warrants that they have the exclusive authority over the Premises which own the Premises in order to enter into this Agreement. County further warrants that they have the authority to execute this Agreement and has the right to license the use of the Premises in accordance with the provision of this Agreement.

2.0 Location

2.1 This Agreement is for Services at or connected to the premises at the location or locations described in Exhibit A attached hereto (the "Premises").

3.0 Term

3.1 The term of the Agreement shall commence on the date written above and shall continue for a period of three (3) years from that date. This Agreement shall be automatically renewed for successive one (1) year terms unless written notice of intent to terminate is given by either party no more than 120 days and not less than 60 days prior to the expiration of the then current term. Such notice shall be given in strict conformance with Paragraph 8.1 below.

3.2 During the original or any renewed term of this Agreement, County shall not grant the right of installing Services upon the Premises to any other company or person. If during the original or any renewed term of this Agreement County commences operations at any location other than Premises described herein, Pay Tel shall have the exclusive right to provide Services at such new location(s) in accordance with the terms and conditions of this Agreement.

3.3 In addition to Services, Pay Tel shall have the exclusive right during the original or renewed term of this Agreement, to act as inmate telecommunications agent for County as to all inmate telecommunication Services upon the Premises. In this regard, County agrees that it will not authorize any party other than Pay Tel to act as its agent for the purposes of negotiating, obtaining, renewing, or terminating contracts or agreements relating to the installation, operation and provision of inmate telecommunications equipment and services at the Premises.

4.0 COMMISSIONS

4.1 The commission payment will be 50% of the gross billable revenues. Pay Tel agrees to review the current commission percentage on December 31, 2013 for a possible increase.

5.0 EQUIPMENT AND SERVICES PROVIDED BY PAY TEL

5.1 Pay Tel will provide, install and operate equipment, including but not limited to coinless inmate telephones, which Pay Tel may operate now or in the future at the Premises.

5.2 The quantity and the placement of the equipment to be provided at the Premises shall be determined by Pay Tel in consultation with the County and may be adjusted as necessary.

5.3 Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Georgia Public Service Commission and the Federal Communications Commission

5.4 All of the Services will be provided by Pay Tel at its own expense. County will provide space and a dedicated 24-hour 120 volt electrical service line to the equipment in connection with the provision of Services. Pay Tel shall pay all line and other charges imposed by any telephone company with respect to the Services.

5.5 County hereby grants to Pay Tel the exclusive right and authority to contract with a long distance carrier to handle all inmate long distance calls at the Premises. Pay Tel agrees to charge operator assisted rates for inmate phone calls that are equal to or less than the tariffed rates regulated by the Georgia Public Service Commission and the Federal Communications Commission.

5.6 Any equipment provided hereunder and all telephones and their enclosures and/or pedestals, and other equipment associated with their operation are agreed by County to be personal property and not fixtures and it is the express intention of both County and Pay Tel that such equipment described herein are and shall continue to be personal property of Pay Tel. All equipment installed by Pay Tel at the Premises shall remain the property of Pay Tel. Upon termination of this Agreement for any reason including, without limitation, termination of this Agreement pursuant to § 6.1 hereof, Pay Tel shall have the absolute right to enter upon the Premises at any reasonable time to remove its equipment. Pay Tel shall repair any and all damage to the Premises by reason of removal of Pay Tel's equipment.

5.7 Pay Tel agrees to maintain the equipment in good operating condition. Pay Tel shall have the right during normal business hours to enter the Premises to examine the equipment for purposes of inventory control and to perform necessary maintenance and repairs. County shall notify Pay Tel of any malfunctions or loss of equipment.

5.8 Pay Tel agrees to conform with all applicable local, state and federal requirements concerning the provision of Services to those with disabilities as defined by the Americans With Disabilities Act (hereinafter the "ADA"). County shall cooperate with Pay Tel to ensure compliance with all access requirements contained in applicable local, state and federal regulations relating to those with disabilities as defined in the ADA.

5.9 Pay Tel agrees to provide interfaces to Jail Management Systems and Commissary Service is requested by the County.

6.0 TERMINATION

6.1 County may terminate this Agreement in the event that Pay Tel materially fails to perform its obligations under this Agreement and said material failure shall continue for a period of thirty (30) days after written notice to Pay Tel of said failure is given pursuant to Paragraph 8.1.

6.2 Pay Tel may terminate this Agreement at any time upon thirty (30) days written notice to County in the event that regulations governing the operation of the Services prevent Pay Tel from performing its obligations under this Agreement.

7.0 SUCCESSORS IN INTEREST

7.1 County agrees that Pay Tel shall have the right to assign this Agreement and that Pay Tel shall have the right to grant a security interest in this Agreement and in any of Pay Tel's equipment on the Premises including any and all telephones and their enclosures and/or pedestals, or other equipment associated with Pay Tel's Services. This Agreement shall be binding upon the successors and assignees of both County and Pay Tel, including, without limitation, any financial institution providing financial accommodations to the County or Pay Tel.

8.0 MISCELLANEOUS PROVISIONS

8.1 All notices required to be given under this Agreement and the attached exhibits shall be sent to Pay Tel and to Jail addressed as shown on the signature page of this Agreement. Notices shall be sent by certified mail, return receipt requested. The date of mailing shall be deemed to be the date of giving such notice.

8.2 This written document, including Exhibit A shall constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. This Agreement shall not be modified, changed or altered in any respect except in writing signed by County and Pay Tel. The following additional Exhibits, Addenda or Riders, if any, are hereby incorporated by reference into this Agreement:

No Additions Initials _____
Initials _____

8.3 This Agreement shall be construed in accordance with the laws of the State of Georgia.

8.4 In the event that any paragraph or part of the agreement is held to be void or unenforceable under any law or regulation, all other paragraphs and subparagraphs hereof shall be deemed severable and remain in full force and effect.

8.5 The plural number as used herein shall equally include the singular and the masculine, feminine, and neuter genders are interchangeable as required by context.

8.6 Any and all claims or disputes arising out of or relating to this Agreement or the breach thereof shall be decided by binding arbitration in accordance with the commercial rules governing arbitration of the American Arbitration Association. Venue for such arbitration shall be Greensboro, North Carolina unless otherwise agreed by the parties. At the conclusion of this arbitration, the award may be confirmed by order of any court having jurisdiction over the parties.

This Agreement entered into as of the day and year first written above.

BUTTS COUNTY, GA

PAY TEL COMMUNICATIONS, INC.:

By: Ernest Biles (Seal)

By: Vincent Townsend (Seal)

By: Ernest Biles (Printed)
Authorized Agent County

By: Vincent Townsend (Printed)

Date: January 14, 2013

Date: 2/1/13

Attest: Jessie Reynolds

Attest: Wanda Harder

Account Representative: Randy Chester

Ernest Biles
Address: 835 ~~Kennedy~~ Drive
Jackson, Georgia 30233

Address: Post Office Box 8179
Greensboro, North Carolina 27419

Phone: _____
Fax: _____

Phone: 866-729-8352
Fax: 336-346-1127

EXHIBIT A

PROPERTY DESCRIPTION

The Premises which are the subject of the Agreement dated _____

Butts County Jail
Ernest Bikes Drive
835 Kennedy Drive
Jackson, Georgia 30233

INMATE TELECOMMUNICATIONS AGREEMENT
Regulatory Compliance Amendment

This Amendment, entered into the 13th of January 20 14, between **Butts County** of the one part, hereinafter "**County**," and **Pay Tel Communications, Inc.** of the other part, hereinafter "**Pay Tel**," modifies the Inmate Telecommunications Agreement dated January 7, 2013 (hereafter referred to as the "Agreement"). In anticipation of mandated changes to regulations governing Inmate Telephone Service and in consideration of the mutual promises and covenants contained herein, Pay Tel and County hereby agree to modify the Agreement as follows:

1. Section 5.3 of the Agreement is hereby deleted in its entirety and replaced with the following:

5.3 The parties acknowledge that the Agreement is subject to the provisions of governing state and federal law and regulations, and Pay Tel agrees to provide Services in full compliance with all applicable rules and regulations of the Federal Communications Commission and any applicable State regulatory agency. In the event that such laws or regulations conflict with or are inconsistent with the terms of this Agreement, the provisions of applicable law shall control and supersede the contrary provisions of this Agreement. Pay Tel will provide twenty (20) days prior written notice of any such required changes which shall be deemed incorporated into this Agreement by reference unless objected to in writing by Customer within twenty (20) days after receipt of notice, in which case Customer's objection will be resolved by application of the dispute resolution provision of Section 6.2.

2. Section 6.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

6.2 In addition to disputes arising under Section 5.3, in the event that any state or federal legislative, regulatory, judicial or other legal action (a) materially affects any terms of this Agreement or the ability of Pay Tel to perform any terms of this Agreement, or (b) would make Pay Tel's compliance with its obligations under this Agreement, in Pay Tel's reasonable judgment, no longer economical or feasible, Pay Tel may provide written notice of such facts to Customer and the parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event negotiations are not resolved within forty-five (45) days of notice, either party may submit the dispute for resolution pursuant to the dispute resolution provisions of this Agreement or alternatively, Pay Tel may terminate this agreement on thirty (30) days' notice to Customer.

3. Except as expressly modified by this Regulatory Compliance Amendment, the provisions and conditions of the Agreement, including all Exhibits shall remain in full force and effect.

BUTTS COUNTY, GEORGIA

By: Roger D. McDaniel (Seal)

By: ROGER D. MCDANIEL (Printed)
Authorized Agent for County

Date: January 13, 2014

Attest: Crystal M. Guigs-Epps

PAY TEL COMMUNICATIONS, INC.:

By: Vincent Townsend (Seal)

By: Vincent Townsend (Printed)

Date: 1/20/14

Attest: Wanda Harder
Account Representative: Randy Chester