

**AMENDMENT #5 TO INMATE TELEPHONE VENDING AGREEMENT**

This Amendment #5 ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Vending Agreement, dated August 1, 1995, as amended from time to time (the "Agreement"), by and between DSI-ITI, Inc., with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and Luzerne County Correctional Facility, with an address of 99 Water Street, Wilkes-Barre, PA 18702 ("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 Federal Communications Commission ("FCC") issued its Second Report and Order and Third Further Notice of Proposed Rulemaking in WC Docket No. 12-375 on November 5, 2015 ("FCC Order"), which mandated rates and charges for inmate telephone services, certain transaction fees, and other requirements; and

**WHEREAS**, the Parties have agreed to amend the Agreement in order to, among other things, implement the FCC-mandated rates, charges, fees, and other requirements, 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. On June 20, 2016, the rates and charges for international, interstate, and intrastate inmate telephone service ("ITS") calls and associated transaction fees ("Transaction Fees") 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 made using a collect format: \$0.16 per minute of use.

Interstate ITS calls, whether made using a debit, prepaid/AdvancePay™ format: \$0.16 per minute of use.

Intrastate ITS calls, whether made using a collect, debit, prepaid/AdvancePay™ format: \$0.16 per minute of use.

International ITS calls, whether made using a debit, prepaid/AdvancePay™ format: Rates published on the Company's website.

No per call, per connection, or flat-rate calling charges shall apply to international, interstate, and intrastate ITS per minute of use calls.

The rates charged are exclusive of taxes, and other amounts collected by 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 Company in connection with such programs.

**Transaction Fees.** Company may charge certain Transaction Fees in accordance with the following amounts:

Fee for automated payment for credit card, debit card, and bill processing fees	\$3.00 per use
Fee for payment using live operator	\$5.95 per use
Fee for paper bill/statement	\$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

**Single-Call and Related Billing Arrangements.** Company may permit consumers to purchase ITS on a collect call basis through third-party billing arrangements that allow consumers to pay for a single ITS call using such methods as their debit or credit card, billing the cost of a single ITS call to their mobile phone account, or another

arrangement. When a consumer chooses to pay for a single ITS call using such a method, the charge shall be any applicable transaction fee and other charges allowed by law.

2. Effective from the date the ITS call rates and charges, and Transaction Fees are revised by this Amendment, the commission payable to the Premises Provider under the Agreement shall be two cents (\$0.02) per minute on completed billable intrastate inmate telephone calls using the ITS, and 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 intrastate inmate call, and shall replace any and all commissions or other monies payable under the Agreement by Company to the Premises Provider, or to any fund or third party designated by Premises Provider. For the avoidance of doubt, there shall be no commission payable by the Company on any Interstate ITS calls.
3. Add-On Products:
  - a. **Addition of 2<sup>nd</sup> Lobby Deposit Kiosk** – Company will provide Premise Provider with a 2<sup>nd</sup> lobby deposit kiosk to be placed in the lobby of the Minimal Offenders (MO) building. This kiosk will take cash or credit/debit cards.
  - b. **Driver's License Swipe for Visitation** – Company will provide the driver's license swipe reader software, two (2) driver's license swipe card readers and third party integration in OMS Evolution to populate the Visitation Module.

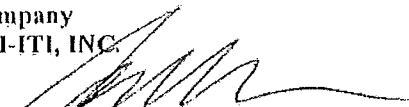
The Parties agree that all auto-renew clauses in the Agreement are hereby deleted and that the Agreement shall terminate on February 6, 2020 unless both parties mutually agree to extend past the current expiration date. The Premise Provider may terminate the Agreement for convenience by providing the Company with no less than sixty (60) days prior written notice.

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, effective as of the latest date listed below.

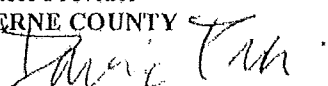
Company

DSI-ITI, INC.

By:   
Name: Anthony B. Barabecchi  
Title: President  
Date: 6/17/16

Premises Provider

LUZERNE COUNTY

By:   
Name: DAVID PEDRI  
Title: COUNTY MANAGER  
Date: 6/17/16