

**FIRST AMENDMENT TO THE INMATE TELEPHONE AGREEMENT BETWEEN SANTA BARBARA
COUNTY SHERIFF'S DEPARTMENT AND
INMATE CALLING SOLUTIONS, LLC d/b/a ICSOLUTIONS**

This First Amendment ("Amendment") has an effective date of August 1, 2011 ("Amendment Effective Date") between Santa Barbara County Sheriff's Department ("Customer") and Inmate Calling Solutions, LLC, d/b/a ICSolutions. ("ITSP").

WHEREAS, on December 6, 2010, Customer and ITSP entered into an Inmate Telephone Agreement ("Agreement"); and,

WHEREAS, Customer and ITSP desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein, and other good and valuable consideration, Customer and ITSP hereby agree as follows:

1. **Item 4.1.7 of Section 4.1 – Collect, Pre-Paid and Debit of the Agreement is hereby deleted in its entirety and replaced with the following:**
 - 4.1.7 Commission for debit calls shall be based upon total Gross Revenues, as defined in Section 4 - Compensation, generated from debit call usage and payable as defined in Section 5 – Payment and Reporting.
2. **Item 4.1.8 of Section 4.1 – Collect, Pre-Paid and Debit of the Agreement is hereby deleted in its entirety and replaced with the following:**
 - 4.1.8 On or before the fifth (5th) business day following the month of traffic, ITSP shall invoice Customer for debit purchases made via commissary for the prior traffic month and provide the corresponding debit purchases report to Customer and/or its Designated Agent.
3. **Item 9.6 of Section 9 – Pre-Paid or Debit Application of the Agreement is hereby deleted in its entirety and replaced with the following:**
 - 9.6 The pre-paid and/or debit application shall have the capability to terminate a debit account and/or pre-paid collect account and issue a refund to the inmate and/or end-user at no additional cost and at the time the inmate is released/transferred from the Facilities. ITSP shall clear any unused debit funds from the inmate's Inmate Telephone System ("ITS") account in the event that the account becomes inactive and has had no activity for a period of six (6) months. ITSP shall not be allowed to keep any money deposited in a debit account or in a pre-paid collect account upon termination of the Agreement and shall use commercially reasonable efforts to return same to the rightful party. ITSP shall return such monies ("Refunds") to either: (a) the individual inmate based on address information provided by Customer; or (b) the end-user using the address information in ITSP's records at or prior to the termination of the Agreement. After using commercially reasonable efforts to make such Refunds, ITSP shall close the account and remit all monies for such account to Customer in the event that: (x) the attempted Refund check was returned as undeliverable, and either no forwarding address was provided or the check sent to a forwarding address was also returned; (y) the Refund check was not processed and cashed by the inmate within six months of its issuance; and (z) the account has been inactive for six (6) months. ITSP's compliance with the foregoing shall relieve ITSP of any further obligations required by this provision.

CONFIDENTIAL – PROPRIETARY INFORMATION

The information contained herein is for use only by authorized employees of the parties hereto and is not for general distribution within or outside their respective companies.

4. Except as expressly modified by this Amendment, the provisions and conditions of the original Agreement are unchanged and shall remain in full force and effect. The original Agreement, as expressly modified by this First Amendment, is the complete agreement of the parties and supersedes all prior or contemporaneous agreements and representations, whether written or oral and may not be further modified or amended except by written amendment.

IN WITNESS WHEREOF and intending to be bound as of the Amendment Effective Date, each of the parties has caused this Amendment to be signed by its duly authorized representatives on the date(s) shown below.

Santa Barbara County Sheriff's Department, by

Inmate Calling Solutions, LLC
d/b/a ICSolutions, by



Signature

Don Patterson

Printed Name

Chief

Title

11-16-11

Date



Signature

Brendan Philbin

Printed Name

VP Business Development

Title

November 3, 2011

Date