SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, (the "City"), and **GLOBAL TEL*LINK CORPORATION**, a Delaware corporation, whose principal place of business is 2609 Cameron St., Mobile, AL 36607 ("Vendor" or "GTL") collectively referred to as (the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into an Agreement dated January 27, 2009 and amended the Agreement on May 4, 2010 (the "Agreement"), to install, replace, test, maintain, support and update a turnkey, City jail inmate calling system for use by the City, and to provide a dedicated, full-time, on site technician for repair and maintenance of such system and phones; and

WHEREAS, the Parties wish to amend the Agreement to extend the term and to include other contract language as follows; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations herein set forth, the Parties agree as follows:

1. Article 4 of the Agreement entitled "TERM" is amended to read as follows:

> "**4**. **TERM**: The Term of the Agreement is from October 31, 2008 through January 31, 2014. The term of the Agreement may be extended by the City for up to two (2) one year periods. The one year term extensions shall be exercised by the Director of Purchasing sending a notice of extension to the Vendor at least thirty days prior to the expiration of the applicable Term. This Agreement may be terminated at any time during the original Term, or any extension thereof, pursuant to the terms of this Agreement."

2. Article 5.1 of the Agreement entitled "REVISED COMPENSATION" is added to read as follows:

> "The Parties agree to extend the existing Agreement for an additional three (3) months under revised payment terms for those three months, beginning November 1, 2013. The Parties agree that for the additional three months that the Vendor shall pay to the City on a monthly basis the greater of either, a commission of Twenty-Three percent (23%) of the gross revenue generated from calls made through the phone system, including debit cards, or a minimum monthly guaranteed amount of Twenty-One Thousand Eight Hundred and Seventy-Five Dollars ($21,875.00)."

3. A new article numbed 39 entitled "**ELECTRONIC SIGNATURES AND**

RECORDS" is added to the Agreement reading as follows:

39. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**:

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

4. This Second Amendatory Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same instrument.

5. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

(SIGNATURE PAGES FOLLOW)

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

By_____

By_____

By_____

Contract Control Number: TECHS-RC85012-02

Contractor Name: Global Tel*Link

By: _____

Name: _JEFFREY B. HAIDINGER_
     (please print)

Title: _PRESIDENT & COO_
     (please print)

ATTEST: [if required]

By: _____

Name: _____
     (please print)

Title: _____
     (please print)