

TurnKey
CORRECTIONS
WOOD COUNTY, WISCONSIN
JAIL SERVICE AGREEMENT

THIS JAIL SERVICES AGREEMENT (“Agreement”) is entered into between Wood County, a political subdivision of the State of Wisconsin, hereinafter referred to as the “Facility,” and T.W. Vending Inc. d/b/a TurnKey Corrections, hereinafter referred to as “Provider” (each a “Party” and collectively, the “Parties”).

WHEREAS, the Facility seeks to enter into an agreement for the provision of certain inmate services and commissary products to its Facility and for the benefit of its inmates; and

WHEREAS, Provider is capable of providing such inmate services and commissary products to the Facility, and desires to do so according to the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration, which is detailed below, the Facility and Provider agrees as follows:

1. Effective Date of Agreement. This Agreement shall be effective on the date where both Parties have signed where indicated on the signature page (the “Effective Date”).

2. Term of Agreement.

(a) Unless otherwise provided herein, the Parties agree that the initial term of this Agreement shall be for a period of five (5) years (“Initial Term”), beginning on the first day of the first full calendar month following the date in which Provider’s system becomes operational at the Facility (“Term Initiation Date”). This Agreement shall automatically renew on the anniversary of the Term Initiation Date for successive one-year terms, provided that, beginning in the final year of the Initial Term, either Party may terminate this Agreement for any reason by delivery of written notice to the other Party not less than 60 days prior to the termination date. Thereafter, either Party may terminate this Agreement for any reason by delivery of written notice to the other Party not less than 60 days prior to the then-effective one-year term.

(b) As a material consideration for the commissions detailed hereinbelow, Facility grants Provider the right to be the sole and exclusive provider of all of its needs for inmate commissary products and other inmate products/services, including communication exclusive to Provider’s network (specifically telephone, email, SMS/Text messaging, video visitation, picture mail, MP3/music, and tablets/hand held devices) as are available to Facility from Provider, regardless of the package of services initially chosen by the Facility.

(c) If a new jail is built during this current contract, Provider will add the appropriate equipment to accommodate the needs of the new facility.

3. Equipment; Scope of Services.

(a) **Equipment**: Provider shall conduct a site visit and determine, based on industry standards and its own best practices, the volume of equipment required to be installed at the Facility in order to best provide the Facility and its inmate population with the services selected by the Facility (“Hardware”). Provider shall then install the Hardware and Provider’s administrative software, known as the TEAM software system (“TEAM”), at the Facility (the Hardware and TEAM, shall collectively be referred to herein as the “Equipment”). The pricing for the Equipment identified in this Agreement reflects the Hardware package selected by the Facility as of the Effective Date. Provider will install and activate the Equipment prior to the Term Initiation Date without charge to Facility.



All recurring prices, expenses and charges to the Facility are as set forth herein, unless this Agreement is modified in accordance with Section 23.

(b) **Trust Accounting Software:** If requested by the Facility, Provider shall furnish, install, maintain and update TEAM at the Facility. Provider shall install TEAM on to Facility's systems during the initial training or provide TEAM to the Facility for electronic download. After completing the download, the Facility shall receive an activation link for the activation of the license. TEAM creates an account for each inmate, into which account money can be deposited ("Trust Account"), and the Facility can use such Trust Account to track issues applicable to and to otherwise interact with each inmate. The use of the Equipment by each inmate shall be affected through such Trust Account.

(c) **Software License:** Upon activation, Provider herewith grants the Facility the non-exclusive, non-transferrable and not sub-licensable right to install, run and use TEAM on Facility's computers within the limits of the scope of use specified in this Agreement. The rights of use granted hereunder shall not include any rights to the source code of TEAM.





- i. The rights of use granted under the Agreement shall be limited in time to the term of this Agreement, or to the time of termination of this Agreement, whichever is earlier.
- ii. Any use of the software exceeding the agreed scope of use is expressly prohibited. The Facility shall use TEAM only in accordance with the provisions of the Agreement and in accordance with laws and regulations applicable to such use. When using TEAM, the Facility shall, in particular, comply with all applicable data protection and export control provisions.
- iii. The rights granted pursuant to this Agreement shall not include and the Facility shall not be entitled to nor shall it allow a third party to (i) attempt to circumvent any technical devices of TEAM that are directed at, or have the effect of, enforcing the terms of the Agreement; (ii) modify or create derivative works, or translate, decompile or create or attempt to create, by reverse engineering or otherwise, its source code or object code of TEAM; (iii) use TEAM under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement; (iv) remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, serial number, notice, legend or similar marking on any copy of TEAM, or related data, manuals, documentation or other materials; (v) market, sell, lend, rent, lease, or otherwise distribute TEAM or give or provide it to third parties; or (vi) assign, sublicense or otherwise transfer any rights in or to TEAM. Facility recognizes and agrees that there is no adequate remedy at law for a breach of this section, and that such breach would irreparably harm Provider for which monetary damages would not be an adequate remedy, and that, therefore, Provider is entitled, in addition to its other rights and remedies, to equitable relief in the form of an injunction against any or further breach of this limited license.
- iv. As between the Parties, Provider retains all right, title and interest in and to TEAM and in all copies, modifications and derivative works of TEAM including, without limitation, all rights to patent, copyright, trade secret, trademark and other proprietary or intellectual property rights.
- v. Provider may, at its sole discretion, elect to offer updates to TEAM. These releases may contain the correction of errors, security patches as well as minor improvements of functions (e.g. optimizations in the program execution speed). Provider shall have no obligation to provide updates to TEAM. If, however, Provider does elect to provide updates, the Facility shall be obligated to update TEAM as soon as reasonably practicable. All rights of use set forth herein applicable to TEAM shall also apply to any updates.








- vi. SPECIFIC AS TO TEAM, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL PROVIDER OR ITS SUPPLIERS OR AGENTS BE LIABLE TO FACILITY FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS ON MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE USE OF TEAM.
- vii. Since Provider is not selling TEAM to the Facility, and the functionality of TEAM will cease after the termination of this Agreement, PROVIDER OFFERS NO WARRANTIES TO THE FACILITY AS TO TEAM, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS THAT TEAM WILL MEET FACILITY'S REQUIREMENTS OR THAT OPERATION OR USE OF TEAM WILL BE UNINTERRUPTED OR ERROR-FREE. The Parties hereto agree that this Section is meant to waive the applicability of and to otherwise release Provider from any statutory warranty available to the Facility which can be waived. All statutory warranties available to Facility which cannot be waived shall remain in full force and effect.
- viii. Provider strictly complies with applicable data protection law. Non-personal or anonymous data may be collected automatically to improve functionality and the Facility's experience with TEAM. The Facility agrees that Provider owns all rights in and is free to use any such non-personal or anonymous data in any way it deems fit for development, diagnostic, corrective as well as marketing or any other purposes. The use by Provider of data generated hereunder is strictly the responsibility of Provider, and Provider shall keep and maintain all such data secure to the highest industry standards.
- ix. The Parties hereto agree that it is not part of TEAM to safeguard an interruption- and latency-free end-to-end connection between different users of TEAM. The Facility acknowledges that TEAM may be unavailable or include latency from time to time due to technical difficulties or due to causes beyond the reasonable control of Provider. Additionally, the Facility acknowledges that the end-to-end connection between different users of TEAM is dependent on the Facility's internet connection as well as the Facility's use of other hardware and software (e.g. Facility management systems, hardware age and sophistication, operating systems), all of which shall not be included in the services provided by Provider and shall likely have an impact on the functionality of TEAM.
 - A. Subject to the foregoing, Provider will use commercially reasonable efforts to maintain operational performance of 99% expected uptime, which is measured over a calendar year, but excludes scheduled and emergency maintenance, issues originating with Provider web-service partners, and performance degradation.
 - B. Standard scheduled maintenance windows are the third Saturday of each month from 2:00 AM to 6:00 AM Central Time, and in general, Provider will make every effort to not perform scheduled maintenance during each available maintenance window. Also, whenever possible, Provider will perform any required emergency maintenance during the calendar day from 1:00 AM to 5:00 AM Central Time. Provider will provide an incident report for major incidents within 72 hours of closure of a material outage.
- x. Facility acknowledges that TEAM and related technical data (collectively "Controlled Technology") are subject to the import and export control and economic sanctions laws of the United States, specifically the U.S. Export Administration Regulations (EAR) and the laws of any country where


Controlled Technology is imported or re-exported. Facility agrees to comply with all relevant laws and will not export, re-export, or transfer any Controlled Technology in contravention of U.S. law.

(d) Equipment and Service Specifications; Revenue Sharing:

<p>Inmate Kiosk(s)</p> 	<p>0 inmate kiosk(s) will be installed in the Facility. The kiosks will be compatible with all services offered by the Provider, including commissary ordering, display of account balances, video visitation (both on and off-site), inmate messaging, inmate e-mail, MP3 / Music, and additional services as available.</p> <p>*More kiosks may be added if agreed upon from both parties and needed because of increase in population or proper jail operations.</p> <p>*If new jail is built during this current contract, we will add as needed to equip the new jail with proper amount of kiosks.</p> <p>Cost for kiosk(s) \$0.00. Any additional inmate kiosks are \$2,295 each.</p>
<p>Commissary Delivery</p> 	<p>Provider will package, label, and deliver any commissary orders made over the kiosks or from outside users of Provider’s system, and ensure their delivery to the Facility. The commissary orders will be distributed regularly on a mutually agreeable schedule. The Facility will be responsible for inspection and distribution of any such orders.</p>
<p>Lobby Deposit Kiosk(s)</p> 	<p>1 lobby kiosk(s) available for processing all cash and credit card deposits by non-inmates. Credit card deposits made online or at the lobby kiosk will require an \$8.95 convenience fee. Cash deposits at the lobby kiosk will have a \$2.00 convenience fee.</p> <p>If Facility or any other applicable governmental authority places a lien on any Trust Account for any reason, all deposits to such Trust Account shall be allocated forty percent (40%) as unrestricted cash for such inmate’s discretionary use, and sixty percent (60%) to reduce the amount of such lien.</p> <p>Cost for lobby kiosk(s): \$0.00. Any additional lobby deposit kiosks are \$2,295 each.</p>
<p>Booking/Release Station(s)</p> 	<p>1 booking/release station(s) which may include, as requested by the Facility and as available from the Provider, money intake unit, smart (vending) card programmer, credit card reader, debit release card programmer, check printer, and any other requested and available items.</p> <p>Inmate credit/debit card deposits at booking will require an \$8.95 convenience fee. If allowed by the Facility, each inmate shall have the option of using inmate’s personal credit card to deposit money onto his/her Trust Account at booking. Facility is responsible for and must adhere to and complete all required processes to complete any such inmate credit/debit card transaction at the time of booking. The limit for any booking credit/debit card transaction by the inmate is \$100.</p> <p>Provider will charge Facility a \$1.00 convenience fee for each debit card issued to inmates at release. Facility can utilize Provider’s TEAM software to reduce each</p>

	<p>released inmate's debit release card net balance by \$1.00. Facility must also abide by all requirements of the card issuer to obtain the inmate's consent in writing to obtain a debit card, must provide a copy of such completed documentation to the card issuer and/or Provider upon request, and must retain such written authorization for the duration prescribed by the card issuer.</p> <p>Cost for required booking/release station(s): \$0.00. Any additional booking/release stations are \$2,295 each.</p>
<p>Video Visitation Station(s):</p> 	<p>2 lobby public video visitation station(s). These stations allow the public to visit inmates on Provider's proprietary inmate visitation station. Visits performed from lobby visit stations will incur no charge to the Facility or to the public.</p> <p>Cost for lobby video visitation station(s): \$0.00. Any additional video visitation kiosks are \$2,295 each.</p> <p>Off-Site Video Visitation: Off-site use of Video Visitation is available if the Facility has agreed to provide such service through Provider. Off-site video visits are commenced and paid for by an off-site visitor, or could be paid out of the inmate's Trust Account if prior arrangement is made and agreed to by the inmate. Each visit with an offsite person costs \$0.39 per minute. The facilities cost will be \$.16 per minute plus tax. Facility can set own rate as well.</p>
<p>Inmate Handhelds "Cel-Mate"</p> 	<p>Provider will provide 45 inmate handheld devices to the Facility. Cel-Mate® shall be capable of making phones calls, transmitting SMS texts and emails, video visitation and taking commissary orders. Provider will supply TBD charging stations for the Cel-Mate® devices. Placement of the charging stations shall be at the discretion of the Facility so long as such charging stations are placed in locations secure from the inmate population. Any additional Cel-Mate® devices and charging stations required by the Facility may be subject to additional costs and fees.</p> <p>The use of Cel-Mate® requires the installation of a wireless communications system, the cost of the installation of which system shall be borne by Provider unless, given the structural and physical attributes of the Facility, the cost and ongoing expense of such system is unreasonably expensive, in which case Provider and Facility shall negotiate a mutually agreeable sharing of such installation and ongoing expense. The Facility will be responsible for terminating wire at location where wireless routers will be placed. Provider will pay for the required network cabling, and if the installation of such cabling requires the use of a third-party electrician, Provider will pay up to \$5,000 toward the cost of such electrician.</p>
<p>Inmate E-Mail/ SMS/Picture Mail Costs</p> 	<p>Inmates who have outside parties communicating with them via email, text, or picture mail, will be able to respond in-kind to such communications.</p> <p>E-Mail, SMS text, and Picture Mail will each cost the Facility \$0.08 plus all applicable taxes per transaction. The Facility will determine the charge to the public/inmate for each such service, with the commission rate paid to the Facility being the difference</p>

	<p>between the cost plus taxes and the eventual charge to the public/inmate for the service.</p>
<p>Music/MP3 Players and Headphones</p>	<p>MP3 players are made available, as are headphones, for the inmates to listen to music or other pre-approved recorded material. The MP3 players are available through commissary, and the cost of the song download typically runs between \$1.00 - \$3.00, plus license fee and any applicable taxes. Inmates may take the MP3 players with them upon release.</p>
<p>Inmate Telephone Service</p> 	<p>TKC TeleCom LLC, an affiliated company with Provider, provides integrated telephone telecommunications equipment and services which include proprietary (and patented) software capabilities (access, monitoring, recording, and archiving), remote data service processing services, back-office data processing, resale of intra-state and interstate telephone telecommunications, management of relationships with underlying telephone telecommunication carriers and providers, provision and maintenance of related equipment, and help desk functions.</p> <p>For the use of the service, the Facility agrees to pay TKC TeleCom \$0.10 per telephone-minute used. The rate charged by TeleCom includes its TKC Insight®, an investigative analytics product designed to improve security at the Facility with enhanced call tracking, speaker identification, improved sound, plus language translation and improved reporting. The Facility is able to charge users rates above \$0.10 per minute, but the Facility cannot charge rates above \$0.25 per minute without thirty (30) days prior written notice to the TKC TeleCom. The Facility retains the difference between \$0.10 and whatever amount it charges users per telephone-minute, provided, however, the difference shall be reduced by applicable taxes as calculated based on the total final rate charge to users as determined by the Facility. TKC TeleCom will be responsible for remitting all applicable sales, federal and state telephone telecommunication taxes, with the amount paid for such taxes deducted from the amount paid to the Facility by TKC Telecom.</p> <p>TKC TeleCom will install kiosks and/or inmate telephones at locations in the Facility at mutually agreed upon locations, using mutually agreed upon equipment and installation pricing.</p> <p>For the above equipment and services to be effective, the Facility must enter into a separate Facility Telephone Telecommunications Agreement with TKC TeleCom.</p>
<p>Other features available</p> 	<p>The Facility will be able to use all features offered by the Provider, including mail scan, paperless kites, law library, attorney and bond agency directory, inmate handbook, PREA automation, and other features. Provider has partnered with FastCase® for law library access, with a cost to the Facility of \$1.00 per inmate per month, calculated over the course of each month using its average daily population. Please check with your salesperson to obtain a detailed list of all available services and costs.</p> <p>* Deposits for EMP Program are approved up to \$650 per month.</p>

Installation Costs 	<p>Provider does not charge the Facility for the initial installation. Facility is responsible for providing electrical and data connections.</p>		
Commission Rate	<p>Unless a different rate is expressly stated for specific sales or services, the Facility will earn a commissary commission rate of 36% of gross commissary sales (net of sales taxes) For communication commission (Inmate E-Mail/SMS/Video Visitation/Picture Mail) the Facility will determine their own commission rate based on the difference between the price charged to the inmate/public and the cost to the Facility, as detailed herein, all net of applicable taxes. Such commission rates shall begin on the 1st day of the month after the Term Initiation Date through the end of the Initial Term, and any renewals, of this Agreement. Notwithstanding the foregoing, the commission rate paid to the Facility for commissary during the first 180-day period following the completion of the installation, or the Term Initiation Date, whichever occurs later, shall be 18%. *This is based on all services offered by TKC, including commissary and all communication services.</p>		
Synopsis	<p>Check all that apply:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> _1_ Booking Stations <input type="checkbox"/> _1_ Lobby Kiosks <input type="checkbox"/> _2_ Video Visitation <input type="checkbox"/> _0_ Inmate Kiosks <input type="checkbox"/> Yes_ Text/Email <input type="checkbox"/> 45_ Cel-Mate® <input type="checkbox"/> Yes_ FastCase® Law Library <input type="checkbox"/> No_ Inmate Education (attach Exhibit A) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> _1_ Check Printer <input type="checkbox"/> _1_ Lobby Phones <input type="checkbox"/> Yes_ Commissary <input type="checkbox"/> Yes_ Inmate Phone (w/ TKC Insight®) <input type="checkbox"/> Yes_ Picture Mail <input type="checkbox"/> Yes_ Mail Scan <input type="checkbox"/> Yes_ MP3 Players <input type="checkbox"/> No_ Vending Machines </td> </tr> </table>	<input type="checkbox"/> _1_ Booking Stations <input type="checkbox"/> _1_ Lobby Kiosks <input type="checkbox"/> _2_ Video Visitation <input type="checkbox"/> _0_ Inmate Kiosks <input type="checkbox"/> Yes_ Text/Email <input type="checkbox"/> 45_ Cel-Mate® <input type="checkbox"/> Yes_ FastCase® Law Library <input type="checkbox"/> No_ Inmate Education (attach Exhibit A)	<input type="checkbox"/> _1_ Check Printer <input type="checkbox"/> _1_ Lobby Phones <input type="checkbox"/> Yes_ Commissary <input type="checkbox"/> Yes_ Inmate Phone (w/ TKC Insight®) <input type="checkbox"/> Yes_ Picture Mail <input type="checkbox"/> Yes_ Mail Scan <input type="checkbox"/> Yes_ MP3 Players <input type="checkbox"/> No_ Vending Machines
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(e) Additional Requirements:

- i. **Equipment Ownership:** All Equipment is and remains owned exclusively by Provider. Provider shall maintain installed Equipment within the service standards outlined within this Agreement, and, so long as all terms and conditions set forth herein are fully satisfied, shall remove such Equipment at the termination of the business relationship between Provider and Facility, all at no cost to the Facility.
- ii. **Credit/Debit Card Processing:** Amounts deposited into the Trust Accounts via credit/debit cards are available for use by the applicable inmate. If any amount so deposited is disputed by the card holder, and if allowed under law and if the funds remain available, such disputed deposit shall be deducted from the applicable inmate’s Trust Account. TEAM should also allow the Facility to track any inmate who returns to the Facility after discharge and to collect any deficiency from any new amounts deposited into the inmate’s Trust Account incurred during the previous incarceration.
 - A. Provider does not warrant that credit/debit card processing will be error free. While Provider acknowledges that it is responsible for the actions of its processor, any errors in the use of any credit or debit card shall be and shall remain the responsibility of the card holder.
 - B. Neither Party shall impose any surcharge or similar fee on any transaction that would violate any applicable credit card network rule or applicable law. In cases where Provider’s banking or financial partners or similar service providers, impose changes in processing costs payable by Provider, Provider reserves the right to modify transaction processing fees to reflect such changes



and to charge such additional costs to system users. Provider also reserves the right to change processors at any time and at its sole discretion.

- iii. **Commissary:** All Facility commissary products shall be supplied exclusively by Provider, and Facility shall not accept commissary products from any other vendor during the term of this Agreement.
- iv. **Delivery and Support:** Provider shall deliver, or cause to be delivered, commissary orders to Facility on a mutually agreeable schedule. If Facility also has vending machines available to its inmates, which vending machines are provided hereunder by Provider, Provider shall fill such machines on such regular intervals as are mutually agreed upon by the Facility.
- v. **Facility Systems and Cooperation:** If the Facility requests that Provider interface with Facility's systems and/or with any third-party service provider(s), then the Facility shall provide access to the necessary technical information and specifications of its systems in order for Provider to be able to interface with the Facility systems and with any such third-party service provider(s). Such technical information shall include, at a minimum, contact information for relevant Facility and service provider personnel, and a general description of the intended interface. Technical information should also include application programming interface (API) specifications and documentation, network service endpoint URI's, and authentication credentials. Only if Provider has an existing interface with the Facility's service provider(s) shall this requirement be waived, and then only at Provider's sole discretion. In addition, the Facility shall provide any technical specifications required for the introduction of any new TEAM features and/or Provider services as they are introduced and/or agreed to by the Facility. Such technical information should include, at a minimum, detailed descriptions of intended operations of the requested feature(s), and any additional required Facility and/or service provider contact information necessary to implement such new feature(s). Best practices require technical information to include flow charts, technical drawings, and/or screenshots of similar features in other software applications. All such systems and contact information shall be submitted by the Facility to the Provider within thirty (30) days of the Effective Date. The failure of Facility to provide the required technical and contact information will slow the integration and onset of Provider's services, will impact commission rates, will result in diminished service capabilities by Provider, and may be considered a breach of this Agreement by Provider.

(f) System Features:

i. Video Visitation:

- A. All visits are recorded. Visits are recorded in real time audio and four frames per second on video. Facility has 24/7/365 access to all recordings on Provider's web-based system. Although recordings are maintained on Provider's servers, which servers are not on Facility premises, the recordings are property of the Facility, and Provider shall provide Facility with a disk of copies of the recordings upon request at no cost. All recordings are maintained on Provider's servers for 90 days. The Facility will be notified prior to the deletion of any recordings.
- B. It is the responsibility of the Facility to monitor the visits. Monitoring allows for visits to be terminated immediately for inappropriate conduct. Visits constituting attorney-client communications, or other legally privileged communications, can be eliminated from monitoring.
- C. The Facility will determine, at its sole discretion, which inmates are eligible to use the system, the visiting hours, and the parameters necessary for visitors to be approved and allowed to schedule a visit.
- D. Visitors, inmates, groups, and pods can all be tagged for real-time review by outside agencies and the Facility's administration.



E. Privileges may be revoked or suspended at any time for any reason for any user.

ii. Inmate Email/Text/Picture Mail:

- A. Can be sent both internally and externally, after inmate makes contact with his loved ones.
- B. Ability to send and receive can be blocked for internal and external parties for any reason at any time.
- C. Screening system is in place to identify and block inappropriate words/pictures, which system is designed to alert the Facility to the presence of such inappropriate words/images, thereby allowing the Facility to terminate the visit, or to address the issue with the inmate and/or outside user.
- D. Material can be sent to administrative queue for review before delivery to internal or external parties, or can be scored through an algorithm. Low score material can be delivered directly to the inmate or external party, or routed to a queue for review if above a score threshold. The score threshold can be set by the Facility. Material constituting attorney-client communications can be eliminated from monitoring.
- E. All material is saved and kept for the term of the Agreement plus two years.
- F. All material is sent and delivered electronically, eliminating the need for paper.
- G. Inmates can request print of picture for added fee.
- H. All material remains the property of the Facility.

iii. Account Management:

- A. Easy-to-use interface walks Facility staff through account creation (booking) and account close (release) processes.
- B. Track general inmate information including name, inmate number / criminal history number, unit number, language, status, and audit information (user and date/time stamp of record creation and last time the account was altered). Other inmate information may be stored on the system allowing Facility to streamline inmate interaction.
- C. Search for accounts based on any combination of the following: inmate number, first/middle/last name, unit number, language, status, account group and sound-ex searches.

iv. Reports:

- A. Customization available.
- B. Automatically generates account balance summary, deposit transactions, cash-in transactions, system balance, transaction history, refund transactions, check register, voided checks, daily balance, daily shift, inmate deposits, inmate detail, inactive accounts, closed accounts, event log, kiosk status, site charge detail, site charge grouping reports, and various additional reports.
- C. Export reports to Adobe Acrobat, Microsoft Excel, CSV, HTML, and Comma Delineated.

v. Equipment Maintenance:

- A. Provider shall furnish, install, maintain, and repair/replace, as necessary, all Equipment. Provider is responsible for any security devices or software it deems necessary to protect hardware, software, and data from unauthorized access or disclosure. Provider agrees to keep all Equipment



in good order and operating condition. Provider maintains 24/7/365 customer service. It is the goal of Provider to respond to service requests within 2 hours of requests, to resolve such requests on a priority basis, and to provide an action plan within 48 hours for issues that cannot be immediately addressed. It is also the goal of Provider to respond to Equipment failures within 48 hours of written notice being delivered to Provider. Provider shall not be held accountable, however, for delays in response caused directly or indirectly by strikes, accidents, fire, flood, unseasonable weather, war, riot, civil unrest, government closure, pandemic, supply chain disruptions, acts of God, or other causes beyond the reasonable control of Provider.

- B. Facility agrees to provide:
 - 1) Power (typically 110v AC); and
 - 2) Network cabling from and to areas as specified by the Provider. Provider will pay for the required cabling, and if the installation of such cabling requires the use of a third-party electrician, Provider will pay up to \$5,000 toward the cost of such electrician.
- C. Provider agrees to install, maintain and pay for a dedicated internet service to the Facility for the purpose of allowing access for Provider's systems to the internet. Provider also agrees to train Facility staff in TEAM and account reporting as needed, and to "train the trainer." It is mutually agreed that Facility staff will learn and apply procedures that allow Provider's services to be effectively implemented and operated within the Facility.
- D. Provider agrees to endeavor to help the Facility create customized Trust Account reports, which reports may be used for tracking, bookkeeping, auditing purposes, or other related training.
- E. The Parties agree to cooperate and perform all tasks necessary and desirable in order to implement the services contemplated by this Agreement. To the extent there is any ambiguity as to the nature or scope of services to be provided by Provider under this Agreement, the Parties will cooperate in good faith to agree upon the precise nature and scope of such services. If the Parties are unable to reach such agreement within sixty (60) days of the execution of this Agreement, then Provider may elect either (a) to exercise its commercially reasonable efforts to provide the service as requested by the Facility; or (b) to terminate the Agreement upon providing ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination.

(g) **Tampering:** Facility agrees that it is responsible for physical security of all Equipment after delivery and installation, and shall immediately notify Provider of any evidence of tampering, damage, the presence of foreign physical devices, any other abuse, misuse or theft of the Equipment. The Facility shall not modify, alter, install or attach, or permit to be modified, altered, installed or attached, on or to the Equipment, or on or to any software, code, without the express written agreement of Provider. If the Facility becomes aware that any Equipment or attendant software has been modified or tampered with, it shall immediately notify Provider, and Provider shall then have the option to disable such Equipment until such time as it can be replaced or removed. Payment for such replacement or removal shall be in accordance with the terms set forth herein.

4. Changes in Features, Fees and/or Prices.

(a) During the term of this Agreement, economic conditions may dictate that prices for commissary products be adjusted. Facility acknowledges and agrees to any such price adjustments so long as Provider communicates all price adjustments to Facility in writing at least 15 days prior to any price adjustments taking effect. Provider agrees not to adjust commissary product prices more than three (3) times annually.



(b) In addition to adjustment of commissary product prices, economic conditions may require Provider to adjust its fees under this Agreement. Provider will communicate all fee adjustments to Facility verbally and in writing at least 30 days prior to such fee adjustment taking effect. So long as practical, Provider agrees not to adjust fees more than once annually.

(c) Provider may provide “care packages” to inmates when they are booked into the Facility at a price agreed upon by both Parties based on item requirements.

(d) Provider agrees that it will offer the features in this Agreement accepted by the Facility for the full term of the Agreement, **provided, however**, that in the event that a feature offered by Provider becomes the subject of a dispute or legal action, Provider has the right to stop providing such feature to the Facility without being considered in breach of this Agreement.

5. Compensation and Terms of Payment. Invoices for payment of Provider’s services shall be submitted monthly to the Facility, and in such detail as to allow Facility to review inmate and other activity. All such invoices shall be sent to the Facility’s authorized agent. Payments to Provider shall be made within thirty (30) days after receipt of the invoices.

6. Condition of Payment. Should Provider’s provision of services under this Agreement be found to violate applicable federal, state, or local laws, the Facility may withhold payment until Provider becomes compliant with all such laws; **provided, however**, that Provider shall be entitled to terminate this Agreement ninety (90) days after written notice is provided if it cannot become compliant and/or if the Facility withholds any payment due for any reason for more than sixty (60) days.

7. Authorized Agents; Notices.

(a) The Facility shall appoint an authorized agent for the purpose of administration of this Agreement. Authorized agents for the Provider are:

Dewey Wahlin, President
Phone: 651-261-7158
deweyw@tkc32m.com

Eric Bloms, IT Information
Phone: 715-636-0411
ericb@turnkeycorrections.com

(b) The address of Provider is:

TurnKey Corrections
3329 Casey Street
River Falls, WI 54022
Attn: Legal

(c) Any notices required under this Agreement shall be in writing, delivered by enclosing the same in a sealed envelope, postage prepaid, via regular first-class mail, and deposited in the United States Postal Service, addressed to one of the authorized agents of Provider at its address stated herein or to the authorized agent of the Facility, as applicable.



8. County and State Audit. Pursuant to the laws of the State of Wisconsin, the books and records of Provider arising from and pertaining strictly to the services provided under this Agreement shall be subject to examination by the County and the State Auditor. Complete and accurate records of the work performed pursuant to this Agreement shall be kept by Provider for a minimum of six (6) years following termination of this Agreement. The retention period shall be automatically extended during the course of any administrative or judicial action involving the Facility. Such extension expires when the administrative or judicial action is completed or when the authorized agent of the Facility notifies Provider in writing that the records no longer need to be kept.

9. Indemnity; Limitation of Liability.

(a) The Parties hereto agree to defend, indemnify, and hold each other, and their respective employees and officials, harmless from any third-party claims, demands, actions or causes of action, including attorneys' fees and expenses arising therefrom, alleging or related to the gross negligence or intentional wrongdoing by either Party, or its subcontractors, agents or employees, in the performance obligations set forth in this Agreement. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER, REGARDLESS OF THE BASIS OR GROUND OF LIABILITY, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER FORESEEABLE OR NOT, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER. Should Provider be liable under this Agreement for any amount that is not excluded under the preceding sentence, or if such exclusion of liability is not valid or enforceable under applicable law, the liability of Provider shall, in the aggregate, not exceed the total amount paid to and received by the Provider under this Agreement during the 12-month period immediately preceding the event giving rise to such liability.

(b) The sole and exclusive remedy for each Party with respect to any and all third-party claims shall be pursuant to the indemnification provision set forth in this Section 9. In furtherance of the foregoing, each Party hereby waives, to the fullest extent permitted under applicable law, any and all rights, claims and causes of action (other than claims of, or causes of action arising from, actual fraud) it may have against the other Party arising under or based upon any federal, state, local or otherwise applicable law.

i. **Inmate Complaints.** The Facility agrees to act as mediator between the Provider and inmates of the Facility for any issue or claims by inmates against Provider arising during the course of this Agreement. All such disputes shall be first subject to such mediation prior to the ability of any inmate to pursue any other remedy. The obligation to mediate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. Specific as to any claim pertaining to the delivery of a defective product, such claim shall be solely satisfied through the provision of a non-defective product of the same or similar nature.

10. Insurance.

(a) Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval by the Facility and shall be maintained by Provider throughout the term of this Agreement.

i. Workers' Compensation

A. State: Statutory

B. Employer's Liability with minimum limits of:

Bodily Injury by Accident:	\$100,000 each Accident
Bodily Injury by Disease:	\$100,000 each Employee
Bodily Injury by Disease:	\$500,000 policy limit



C. Benefits required by union labor contracts: as applicable

ii. Commercial General Liability

\$2,000,000 Aggregate

\$1,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Occurrence

\$ 100,000 Fire Damage Limit

\$ 10,000 Medical Expense

iii. Commercial Auto Liability

\$1,000,000 per occurrence

iv. Proof of Insurance

Certificates of insurance evidencing the above coverages in the required amounts shall be submitted to the Facility upon its request. The certificates shall name the Facility as an additional insured. Provider further agrees that it shall not be modify or cancel its insurance except upon thirty (30) days' written notice to the Facility. Facility's failure to require or insist upon the certificate or other evidence of insurance does not affect Provider's responsibility to comply with this Section.

11. Subcontracts. Provider shall not subcontract any portion of the work to be performed under this Agreement without the prior written consent of the Facility. Provider shall ensure and require that any subcontractor agrees to and complies with the terms of this Agreement. Any subcontractor of Provider used to perform any portion of this Agreement shall report to and invoice Provider directly. Provider shall be solely responsible for the performance or nonperformance of any such subcontractor.

12. Force Majeure. The Parties hereto agree that Provider shall not be liable for any delay or inability to perform any provision within this Agreement caused directly or indirectly by strikes, accidents, fire, flood, unseasonable weather, war, riot, civil unrest, government closure, pandemic, supply chain disruptions, acts of God, or other causes beyond the reasonable control of Provider.

13. Data Practices.

(a) Provider, its agents, employees, and any subcontractors of Provider providing services under this Agreement, agree to abide by the laws and regulations of State of Wisconsin regarding data privacy. Provider agrees to indemnify and hold the Facility, its officers, and employees harmless from any claims resulting from Provider's unlawful disclosure of data protected under such state's laws.

(b) Unless otherwise provided for herein, Facility owns all right, title and interest in the data generated by the users of Provider's systems at the Facility.

14. Access to Premises. The Facility shall arrange access to work sites for Provider as necessary for the purpose of performing the work described in this Agreement. Provider agrees and understands only persons authorized by the Facility may have access to the Facility, and Provider shall provide, at its expense, such verification as is necessary to allow the Facility to approve such access for such persons.



15. Independent Contractor Relationship. It is agreed that nothing contained in this Agreement is intended to or should be construed as creating the relationship of a partnership, a joint venture, or an association between the Facility and Provider. Provider is an independent contractor to the Facility and neither it nor its employees, agents, subcontractors, or representatives, shall be considered employees, agents, or representatives of the Facility for any purpose. Except as otherwise provided herein, Provider shall maintain, in all respects, control over the means and process by which this Agreement is performed. The Facility shall not deduct from the amounts due to Provider any federal income tax, FICA payments, state income tax, or any other amounts associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes out of the amounts paid to Provider by the Facility are the sole responsibility of Provider.
16. Dispute Resolution and Governing Law.
- (a) This Agreement, the validity, construction and enforcement of which, shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to any conflicts of law rules that would result in the application of the law of any other jurisdiction. The Parties agree that any matter not able to be resolved through the dispute resolution mechanism set forth below shall be resolved exclusively according to Wisconsin law, but in the state district court of Wood County, Wisconsin, and the Parties each agree to submit to personal jurisdiction therein.
- (b) The Parties hereto agree that they shall first attempt to resolve any disputes arising hereunder through communication by and between the respective teams at each Party responsible for the respective obligations set forth herein. Should such communication fail, and in the absence of governmental regulations to the contrary, the Parties hereto agree to resolve disputes through the use of binding arbitration. The Parties agree to the use of the American Arbitration Association, and to its rules then in force at the time the dispute arises. Venue for the arbitration shall be in a forum convenient to the Facility, and the panel for the arbitration shall consist of three (3) members. Each Party hereto shall select one (1) member of the panel, and the two (2) selected panel members shall select the third (3rd) member of the panel. The decision of the arbitrators need not be unanimous, but it shall be binding. Among the determinations to be made by the arbitrators is the division or allocation of the fees and costs incurred by each Party, both as and for attorneys' fees and costs, and as and for the costs and fees of the panelists. The decision of the arbitration panel shall be final and shall be entered into a court of competent jurisdiction, and shall be a binding obligation of the Parties hereto.
17. Termination. Should a Party assert that the other Party has failed to comply with an obligation contained in this Agreement, the complaining Party shall provide notice in writing to the breaching Party. Such notice shall describe the specific breach and provide a reasonable plan of corrective action to cure the alleged breach. If the Parties do not agree upon and implement a mutually-acceptable cure of the alleged breach within sixty (60) days, then either Party may terminate the Agreement upon an additional ninety (90) days' written notice. Any such termination shall not relieve either Party from any payment obligations arising prior to the effective date of termination, and shall not affect the ability of the non-complaining party to claim that the alleged breach was without merit and to thereby pursue all remedies available hereunder and at law.
18. Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and each of their successors, assigns, and legal representatives, and affiliates. Provider reserves the right to assign, sublet, or transfer any interest in this Agreement without the prior written consent of the Facility.



19. Equal Employment; Employment Verification.

(a) In connection with the provision of services contemplated under this Agreement, Provider agrees to comply with the applicable provisions of state and Federal equal employment opportunity and nondiscrimination statutes and regulations.

(b) In accordance with Federal and local laws, Provider warrants that it has registered with and uses a federal immigration verification system to determine the work eligibility status of employees performing services at the Facility.

20. Amendment. The Parties agree that no amendment or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and signed by the respective authorized representative of each party.

21. Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall not be affected, and shall remain as valid and binding upon the Parties unless such invalidity would cause the Agreement to fail of its intended purpose. The waiver by any Party of any breach of this Agreement shall not operate or be construed as a release of any claim arising therefrom, or of a waiver of any subsequent breach by any Party, nor shall any waiver operate or be construed as a rescission of this Agreement.

22. Government Immunity. The terms of this Agreement do not affect any applicable constitutional or statutory governmental immunity available to the Facility.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed intending to be bound thereby.

WOOD COUNTY

TURNKEY CORRECTIONS

By: _____
WOOD COUNTY SHERIFF

By: _____
TIM WESTBY, CFO

Date _____, 20__

Date _____, 20__

EXECUTION INSTRUCTIONS:

1. Please print and sign two copies.
2. Please mail both copies to: Dewey Wahlin, TurnKey Corrections, 3329 Casey Street, River Falls, WI 54022
3. We will return one (1) fully executed original to you, and we will retain one (1) fully executed original for our records.