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**Jackson County, Missouri
JAIL SERVICES AGREEMENT**

MARY JO SPINO

COUNTY CLERK

THIS JAIL SERVICES AGREEMENT ("Agreement") is between Jackson County, a political subdivision of the State of Missouri ("Facility"), and T.W. Vending, Inc., doing business under the name of TurnKey Corrections (referred to herein as the "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 agree as follows:

1. **Effective Date of Agreement.** This Agreement shall be effective when executed by the Facility ("Effective Date"). Depending on the services selected by the Facility as detailed in the attached Exhibit A (collectively, the "Services"), the billing for the Services shall commence the date such Service becomes available at the Facility ("Install Date").
2. **Term of Agreement.**
 - (a) The Parties agree that the initial term of this Agreement shall be for a period of three (3) years ("Initial Term"), beginning on the first day of the first full calendar month following the Effective Date. This Agreement shall continue for the duration of the Initial Term and will have the option of renewing for two (2) twelve (12) month terms thereafter ("Renewal Terms"), upon written agreement of the Parties hereto (the Initial Term and any Renewal Terms shall collectively be referred to herein as the "Term"). Beginning in the final year of any Term, either Party may terminate this Agreement effective at the end of the then-existing Term by delivery of written notice at least 60 days prior to the end of such Term.
 - (b) As a material consideration for the commissions detailed below, Facility grants Provider the right to be the exclusive provider of the products and services obtained by Facility from Provider as set forth herein and in any amendments hereto, and, as legally possible, grants Provider a right of first refusal to provide any such products and services available from Provider not set forth herein, as the agreements with such third-party provider(s) expire or are otherwise not renewed.
3. **Software; Equipment.**
 - (a) **Equipment:** Provider has conducted a site visit and determined the amount of equipment required in order to best provide the Facility and its inmate population with the Services ("Hardware"). Provider shall install the Hardware and Provider's administrative software, known as the "TurnKey Elite Account Management" software system ("TEAM"), at the Facility (the Hardware and TEAM, shall collectively be referred to herein as the "Equipment"), and provide adequate training for all such Equipment, all without charge to Facility unless otherwise indicated herein. The Equipment identified in this Agreement reflects the Hardware package selected by the Facility, but the installed Hardware may vary depending on the final agreed requirements of the Facility. It is the obligation of the Provider to track the Equipment inventory at the Facility.
 - (b) **Software License:** Provider shall furnish, install, maintain and update TEAM at the Facility. Provider shall provide Facility access to TEAM during the initial training. Upon activation, Provider grants the Facility the non-exclusive, non-transferrable and non-sub-licensable right to install and use TEAM on Facility's computers within the limits specified in this Agreement. TEAM will establish the accounts used by the inmate population of the Facility ("Trust Accounts") to buy the various services offered from Provider, and any third-party vendor to the Facility with which Facility requires integration. Facility shall be responsible for any third-party integration fees charged by such third-party provider to Provider. 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 under 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. 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. Updates are provided at no expense to the Facility. All rights and obligations set forth herein shall also apply to any updates.
- vi. SPECIFIC AS TO TEAM, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, 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, therefore 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 use 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 internet connection at the Facility, 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. TEAM updates may be released as needed outside the standard scheduled maintenance windows. 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.
- xi. TEAM allows for limited customization by the Facility of limited fields. Provider is able to instruct Facility as to how to customize those limited fields, but makes no representation or warranty as to the efficacy or usefulness of any such customization. Facility shall also agree that it is solely and completely responsible for any such customization, and agrees to hold Provider harmless from any disputes or claims resulting from Facility's customization of any TEAM field. Facility further agrees that Provider reserves the right to charge the Facility for any customization, and for the costs and expenses associated with maintaining such customization. Any such charge to the Facility for any such customization shall reduce any amounts due from Provider to Facility hereunder.

4. Service Specifications.

(a) **Equipment Ownership:** All Equipment is and remains owned exclusively by Provider. So long as all terms and conditions set forth herein are fully satisfied, Provider shall remove all such Equipment at the termination of the business relationship between Provider and Facility, at no cost to the Facility.

- i. **Equipment Maintenance:** Provider agrees that Facility has absolute control over the placement and use of Provider's Equipment, and the use of any such Equipment by any inmate. 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 notice. Provider shall not be held accountable, however, for delays in response caused 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) **Deposit Processing:** Subject to the set-off provisions as set forth herein, amounts deposited into the Trust Accounts are available for use by the applicable inmate. Inmate funds deposited into the Trust Account through any means including cash, check, money order and/or credit card are subject to reversal, recovery and modification by the Facility and Provider. Examples may include returned checks for insufficient funds or fraud, credit card charge backs, and the deposit of counterfeit currency. In these instances, the Trust Account will be debited the amount plus any incurred fees by either the Facility and/or Provider. If such deduction exceeds the amount available to the inmate, a lien shall be placed against the inmate's Trust Account until such deficiency is paid in full. TEAM allows the Facility to track any inmate who returns to the Facility after discharge and to collect any deficiency incurred during the previous incarceration from any new amounts deposited into the inmate's Trust Account.

- i. 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.
- ii. 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. Provider also reserves the right to change processors at any time at its sole discretion.

(c) **Facility Systems and Cooperation:** The Facility shall arrange reasonable access to the Facility for Provider as necessary. Provider agrees that only persons authorized by the Facility may have access to the Facility. The Parties also 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 Facility requests that Provider interface with Facility's systems 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. 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 or third-party services as they are introduced to 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 or service provider contact information necessary to implement such new feature(s). Best practices require technical information to include flow charts, technical drawings, and 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 may 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.

(d) **Select System Features:**

- i. **Data Retention:** Unless a different period is prescribed by Facility, all inmate recordings are maintained on Provider's servers for 365 days, and overwritten on the 366th day. Provider will provide notice to Facility at least 60 days prior to any such overwriting, but it is the responsibility of the Facility to accept an electronic transfer of such video visitation records if Facility desires to continue to maintain such records. All inmate material, except for video visitation and phone records, is saved by Provider for two years. Prior to the deletion of any material, Provider will notify the Facility of its intent to delete such material, and provide Facility the opportunity to accept an electronic transfer of the data. Facility is responsible for the safekeeping of its data

upon the expiration of Provider's stated and agreed retention timeframe described herein. Unless otherwise provided for herein, Facility owns all right, title and interest in the inmate data generated by the users of Provider's systems at the Facility.

- ii. **Account Management:** Provider agrees to train Facility staff in TEAM and account reporting, and to "train the trainer."
 - A. All Trust Account creation (booking) and Trust Account close (release) processes, using 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), is available in TEAM. Other inmate information may be stored on the system at the discretion of the Facility.
 - B. Search is available based on any combination of the following: inmate number, first/middle/last name, unit number, language, status, account group and sound-ex searches.
- iii. **Reports.** TEAM 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. Report customization is available. Provider agrees to endeavor to assist the Facility to create customized Trust Account reports.
 - A. TEAM allows for the export of reports to Adobe Acrobat, Microsoft Excel, CSV, HTML, and Comma Delineated.

(e) **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, the presence of foreign physical devices, misuse or theft of the Equipment. The Facility shall not modify, install or attach anything on to the Equipment, or permit modification of Equipment by others. If the Facility becomes aware that any Equipment or attendant software has been 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. Facility agrees to aid Provider in any effort to recover losses caused by malicious damage.

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

(a) During the term of this Agreement, economic conditions may dictate that prices for the Services, excluding commissary products, be adjusted. Provider shall deliver notice to Facility of any such price adjustment at least 30 days prior to any price adjustments taking effect, and Facility shall approve such adjustment in writing. No price adjustment shall take effect without the express, written approval of the Facility, which shall not be unreasonably withheld.

(b) Facility hereby acknowledges that pricing for commissary and vending products will adjust with market conditions. If applicable, Facility further acknowledges that pricing for vending products may differ from commissary product pricing due to the additional costs associated with vending operations. Upon written request, Provider shall furnish to Facility material used in support of any such price adjustment.

(c) Facility agrees that in the event that a feature offered by Provider becomes discontinued, unlawful, or 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.

6. Electronic Payments. 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. Facility agrees and acknowledges to pay such invoices promptly, and further agrees that should electronic payment become available, to use such electronic payment method to pay such invoices. Provider is responsible for the setup, maintenance, and Provider's bank fees associated with any such electronic payment.

7. Late Payment Interest. County agrees that its failure to timely pay the invoices from Contractor shall result in its obligation to pay an interest charge of 1.5% per month, or the highest amount allowed by law, whichever is greater, on all amounts then outstanding.

8. Authorized Agents: Notices.

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

Dale Cordrey, CFO/COO – T.W. Vending, Inc. d/b/a TurnKey Corrections
Phone: 478-444-2564
DaleC@TWTeams.com

(b) The address of the applicable Provider is:

T.W. Vending, Inc. d/b/a TurnKey Corrections
3329 Casey Street
River Falls, WI 54022
Attn: Legal

(c) Any notices required under this Agreement shall be in writing, delivered via regular first-class mail, postage prepaid, and deposited in the United States mails, addressed to the authorized agents, as applicable.

9. County and State Audit. Pursuant to the laws of the State of Missouri, the records of Provider pertaining strictly to the goods and services provided under this Agreement shall be subject to examination by the appropriate governmental authority. Unless otherwise delivered to the Facility, records of the work performed under this Agreement shall be kept by Provider following termination of this Agreement (except for inmate data) for the amount of time required by applicable law.

10. Indemnity; Limitation of Liability. The Parties hereto agree to indemnify, and hold their respective employees and officials, harmless from any third-party claims, including attorneys' fees and expenses arising therefrom, related to the negligence or intentional wrongdoing by either Party, or its respective subcontractors, agents or employees, in the performance of the obligations herein. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF THIS AGREEMENT, and both Parties are equally responsible to ensure that the Services provided conform to the Services contracted for 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 net profit actually received by Provider under this Agreement during the 6-month period immediately preceding the event giving rise to such liability, calculated as gross revenue received from the Facility minus all costs incurred by Provider in delivering services under this Agreement.

(a) The sole remedy for each Party with respect to any third-party claims shall be pursuant to the indemnification provision set forth above. 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 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.

11. Insurance. Provider shall not commence work under this Agreement until it has obtained, at its own cost and expense, adequate insurance. All insurance coverage is subject to approval by the Facility and shall be maintained by Provider throughout the term of this Agreement. 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.
12. 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 that any subcontractor complies with the terms of this Agreement. Any subcontractor of Provider shall report to and invoice Provider directly.
13. 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 acts of God or other causes beyond the reasonable control of Provider.
14. Data Practices. 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 Missouri 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.

(a) Provider shall send a notice to Facility of its intent to delete any inmate data, and Facility shall have 60 days thereafter to determine if it wants such inmate data electronically downloaded to it. If Facility determines it wants the inmate data, it must provide the appropriate web address and any necessary authorizations for Provider to download such data. Facility agrees it holds Provider harmless from any claims pertaining to any data deleted by Provider after due notice is sent to Facility.
15. Independent Contractor Relationship. It is agreed that nothing contained in this Agreement is intended to create the relationship of a partnership or a joint venture 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. The Facility shall not deduct from the amounts due to Provider any federal or state income tax, FICA payments, or any other amounts associated with an employer/employee relationship unless otherwise required by law.
16. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri 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 according to Missouri law, but in the state district court of Jackson County, Missouri, and the Parties each agree to submit to personal jurisdiction therein.

(a) The Parties agree that they shall first attempt to resolve any disputes through communication between the respective responsible teams of each Party. Should such communication fail, and in the absence of governmental regulations to the contrary, the Parties hereto agree to resolve disputes through the state district court of Jackson County, Missouri.
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 cure of the 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.

18. Successors and Assigns. This Agreement shall be binding upon 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. In connection with the provision of services contemplated hereunder, Provider agrees to comply with the provisions of state and Federal equal employment opportunity and nondiscrimination statutes and regulations. 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 of this Agreement 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, the remaining provisions shall not be affected, and shall remain as binding upon the Parties. The waiver by any Party of any breach of this Agreement shall not operate as a release of any claim arising therefrom, or of a waiver of any subsequent breach by any Party.
22. Government Immunity. The terms of this Agreement do not affect any applicable constitutional or statutory governmental immunity available to the Facility.
23. Order of Precedence. This Agreement is subject to and fully incorporates herein the following documents in the following order of precedence:
(a) Jackson County Missouri Request for Proposal No. 26-002, issued February 26, 2026 ("RFP"), and all amendments thereto; then
(b) Provider's response to the RFP, dated March 24, 2026; then
(c) This Agreement; then
(d) Any Amendments hereto.

The Parties hereto agree that any conflict in the language between any of the above-described documents shall be first determined under the terms of the higher ranking document.

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

JACKSON COUNTY

T.W. VENDING, INC.

By: [Signature]
JACKSON COUNTY SHERIFF

By: [Signature]
Dale Cordrey, CFO/COO

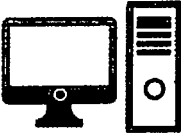
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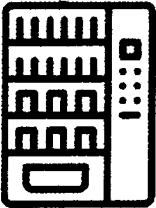
Date 6-30, 2026

Approved to Form
Whitney Miller

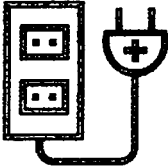
ATTEST:
[Signature]
Clerk of the County Legislature

**EXHIBIT A
TO THE JACKSON COUNTY
JAIL SERVICES AGREEMENT**

Commissary Selection & Delivery 	Facility agrees to retain Provider to be the exclusive provider of all commissary products and services to the inmate population at the Facility. If the Parties hereto agree to allow commissary products or other services to be made available by the Facility or other third-party to the inmate population, which products or services shall be sold over Provider's system, Provider will add a surcharge to all such orders, which surcharge shall be based on the price of each such product or service. Provider agrees to package, label, and deliver the commissary orders made of Provider offered items, and ensure their delivery to the Facility. These commissary orders will be distributed regularly on a mutually agreeable schedule. Delivery of orders of products not offered by Provider shall be the responsibility of the Facility. The Facility will be responsible for inspection and distribution of all commissary orders. Facility hereby consents to Provider's use of a dynamic pricing model for commissary products. Under this model, Provider may adjust pricing of commissary products upward or downward based on market conditions, fluctuations in supply chain costs, and other commercially reasonable factors. Upon written request by Facility, Provider shall furnish reasonable justification for any price increase or decrease, including supporting data or analysis used in determining such adjustment. Provider may provide "snack packs" or other "welcome" items to inmates when they are booked into the Facility at a price agreed upon by both Parties based on item requirements.
Lobby Deposit Kiosk(s) 	3 lobby kiosk(s) will be installed at the Facility. Lobby Kiosks will be available for processing all cash and credit card deposits by non-inmates. Credit card deposits made online or at the lobby kiosk will require a convenience fee charge of \$8.95 or 10%, whichever is greater. Cash deposits at the lobby kiosk will require a \$2.00 convenience fee. All deposits by non-inmates for the benefit of the inmates shall be deposited into the inmate accounts created in TEAM. TEAM creates the inmate Trust Account at booking, and the Facility can use such Trust Account to track issues applicable to each inmate. The use of the Equipment by each inmate shall be affected through such Trust Account. If any applicable governmental authority places a lien on any Trust Account for any reason, all deposits to such Trust Account shall be allocated to such lien; liens placed by the Facility shall be allocated seventy percent (70%) as unrestricted cash for such inmate's discretionary use, and thirty percent (30%) to reduce the amount of such lien. The initial lobby kiosk(s) and installation thereof is at no cost to Facility.
Booking/Release Station(s) 	2 booking/release station(s) will be installed at the Facility, which may include money intake unit, smart (vending) card programmer, credit card reader, debit release card programmer, check printer, and any other requested and available items. If allowed by the Facility, inmate deposits using a credit/debit card at booking will require a convenience fee of \$8.95 or 10%, whichever is greater. There is no fee charged for cash deposits by inmates 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 credit/debit card deposit by the inmate at booking is \$100.00 and the limit for any cash deposits by the inmate at booking is \$9,999.00. The processing of larger amounts on credit/debit cards for bonding is available, but the Facility must agree that any chargebacks or other disputes related thereto can be applied against the applicable inmate, either as an immediate freeze on his existing account or as a

	debit to be applied should the inmate be booked back into the Facility. No commissions are paid from bonding activity. The initial booking/release station(s) and installation thereof is at no cost to Facility.
Video Visitation Station(s): 	0 lobby public Video Visitation station(s) will be installed at the Facility. Facility agrees to use Provider as the exclusive provider of Video Visitation services to its inmates. These stations allow the public to visit inmates on Provider's proprietary inmate Video Visitation system while in the lobby of the Facility. Visits performed from lobby stations will incur no charge to the Facility, inmate or to the public. The initial lobby Video Visitation station(s) and installation thereof is at no cost to Facility. Off-Site Video Visitation: Off-site use of Video Visitation is available, and is commenced and paid for by an off-site visitor, or is paid out of the inmate's Trust Account if prior arrangement is made and agreed to by the inmate. The charge for each offsite Video Visitation is \$0.39 per minute, and visits are capped at 20 minutes per session unless otherwise agreed to in writing by Facility.
Inmate Tablet Kiosk(s) 	N/A inmate tablet kiosk(s) will be installed in the Facility. The tablet kiosks will be compatible with all services offered by the Provider, such as commissary ordering, display of account balances, and other services available at Facility including video visitation (both on and off-site), inmate messaging, inmate e-mail, purchase of Mp3 / Music. The initial inmate tablet kiosk(s) and installation thereof is at no cost to Facility.
Vending Machines 	N/A VENDING MACHINES ARE ONLY AVAILABLE TO FACILITIES AGREEING TO RECEIVE ALL SERVICES FROM PROVIDER. N/A Snack Vending Machine(s) and N/A Beverage Vending Machine(s) will be installed at the Facility. [___ Provider] [___ Facility] (check one) is responsible for filling such vending machines on a mutually agreeable schedule. Provider shall ensure all vending machines are operating properly and/or repaired/replaced, as necessary. Due to the high cost of vending machines, the initial Snack Vending Machine(s), Beverage Vending Machine(s) and installation thereof is at no cost to Facility, provided, however that installation of vending machines will delay commencement of any commissions to be paid to Facility for at least 6 months, or as long as is required for commission abatement to pay for cost to Provider of vending machines installed at the Facility.
Inmate Handhelds "My Connection Hub®" 	N/A Provider will provide 0 inmate handheld/tablet devices to the Facility. My Connection Hub® or The Hub® shall be capable of allowing commissary orders, submitting grievances, making phones calls, transmitting SMS texts, emails and Video Visitation communications. The Hub® shall also be capable of ordering Mp3 players and music, and accessing the law library. Provider will supply TBD charging stations for The Hub® 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 Hub® devices and charging stations required by the Facility may be subject to additional costs and fees. The use of The Hub® requires the installation of a wireless communications system, the cost of the installation of which system shall be borne by Provider. The Facility will be responsible for terminating wire at location where wireless routers will be placed.

	The initial Hub® device(s), Hub® charging station(s), and installation thereof is at no cost to Facility.
Premium Content	<u>N/A</u> Accept. Facility requests that Provider, through its My Connection Hub® platform, deliver premium content, including but not limited to movies, games, and music ("Premium Content"), to Facility's inmates. Provider agrees to make Premium Content available to Facility's inmates under the following terms: 1. Content and License Responsibilities: Provider shall obtain, maintain, and pay for all necessary third-party licenses, approvals, and permissions required to lawfully distribute the Premium Content to Facility's inmates. 2. Content Delivery and Accessibility: Provider shall ensure that Premium Content is accessible to Facility's inmates as per the specifications and requirements mutually agreed upon by both parties. 3. Pricing Rights: Provider reserves the right to modify pricing for daily, weekly, and monthly subscriptions, or per-minute rates as well as for bundled content packages, at its sole discretion. Provider shall provide notice of such pricing adjustments to Facility in accordance with the notification requirements set forth in this Agreement. 4. No Commission Obligations: Facility shall not be entitled to receive any commissions, fees, or revenue shares related to the sales, subscriptions, or other monetization of the Premium Content offered to Facility's inmates.
Educational Service 	<u>X</u> Accept. Facility requests inmate educational services be provided to the Facility. Provider will supply such service at no cost to the Facility, and Facility will be charged \$0.00/electronic device/day. If wireless equipment is needed, the cost of the installation of the system shall be borne by Provider. The education tablet(s), education tablet charging station(s), and installation thereof is at no cost to Facility.
Inmate E-Mail/ SMS/Picture Mail Costs 	Inmates who receive email, text, or picture mail, will have the option to respond in-kind, to such communications. Each incoming or outgoing email, text, or picture mail is charged as follows: (a) E-Mail costs \$0.25 per message sent. (b) SMS texts costs \$0.13 per message sent. (c) Picture Mail costs \$0.50 per picture sent. Inmates may choose to have picture mail printed out (if allowed by Facility) for an additional charge.
Inmate Mail Scan 	<u>N/A</u> Accept. If selected by the Facility, Provider will provide the ability for the Facility to scan mail addressed to the inmates into TEAM, and allow the inmate to read his or her mail on a kiosk or portable device as provided within the Facility. Scanners are provided at the request of the Facility. The cost for mail scan will be billed monthly and is \$2.00 per month per inmate who has received mail in the previous month. The initial scanner and installation thereof is at no cost to Facility.
Inmate Bail	Facility may elect to utilize a bail bond feature offered by Provider, in which, Provider shall charge \$20.00 or 15% of each credit card bail transaction, whichever is greater and so long as allowed by applicable law, with no fee for cash bail deposits made at the Facility lobby. In the event of a chargeback, bail funds will be reversed from Facility's account, and Facility will be responsible for locating and ensuring the return of any released inmate.

	Provider makes no representations regarding the legality of charging fees on bail deposits. If legal issues arise, Provider may discontinue bail services without penalty or liability. Facility shall not be entitled to receive any commissions, fees, or revenue shares related to inmate bail bonds.
Inmate Telephone Service TKC TeleCom, LLC. 	TKC TeleCom, LLC. ("TeleCom"), an affiliated company to Provider, provides integrated telephone telecommunications and video visitation equipment and services which include proprietary (and patented) capabilities (access, monitoring, recording, and archiving), remote data service processing services, back-office data processing, management of relationships with underlying telephone telecommunication carriers and providers, provision and maintenance of related equipment, and help desk functions. Commissions from phone and video visitation sales are subject to FCC regulation. TeleCom also offers 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. If the Facility desires TKC Insight®, the cost is \$0.02 per minute, and is applied to all phone calls and other forms of communication over the TeleCom systems. To obtain the equipment and services described, please work with your salesperson to create and execute a separate agreement with TeleCom.
Commission Rate	Unless a different rate is expressly stated for specific sales or services, the Facility will earn a commission rate of 47% on commissary sales (net of sales tax). Facility will not earn any commission on any bonds issued through TEAM. The commission payments shall begin to accrue in the first full month occurring 90 days after the Install Date, unless the Facility opted to obtain vending, in which case the commission payments shall be delayed at least 6 months following the Install Date. 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; <u>provided, however</u>, 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.
Installation Requirements 	Facility is responsible for providing electrical and data connections, including power (typically 110v AC); CAT 5 network cabling from and to areas as specified by the Provider; and dedicated, exclusive internet service, unless the selected product mix requires the installation and maintenance of such systems by Provider.
Phone PIN Sale Automation 	If no contract is signed with TeleCom, Provider will work with the Facility's phone provider to make access to the phone system available. Provider shall charge the inmate \$0.50 for any transfer of funds out of the Trust Account to the phone provider's account. No commission from Provider will be due to the Facility from Provider's sale of phone cards.
Other features available	The Facility will be able to use all features offered by the Provider, including paperless kites, law library, attorney and bond agency directory, inmate handbook, PREA automation, and other features. As to Law Library access, Facility understands that is has already partnered with FastCase®. 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 each 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, but will be unable to download additional material outside of the Facility. Please check with your salesperson to obtain a detailed list of all available services and their respective costs.																											
Additional Services and Features applicable to Jackson County	In addition to the foregoing, Provider agrees as follows: <u>Provider and Facility shall work together to determine the best system by which inmates will have access to commissary ordering system, including installation of Provider's system onto the tablets provided by the phone provider.</u>																											
Synopsis	<table><tr><td colspan="2">Confirm all that apply:</td><td>☒ Commissary</td></tr><tr><td>☒ Booking Stations</td><td></td><td>☒ Check Printer</td></tr><tr><td>☒ Lobby Kiosks</td><td></td><td>☐ Lobby Phones</td></tr><tr><td>☐ Snack Vending Machines</td><td></td><td>☐ Beverage Vending Machines</td></tr><tr><td>☒ Inmate Tablet Kiosks</td><td></td><td>☐ Text/Email</td></tr><tr><td>☐ Picture Mail</td><td></td><td>☐ Mail Scan</td></tr><tr><td>☐ My Connection Hub®</td><td></td><td>☐ Mp3 Players</td></tr><tr><td>☐ Law Library</td><td></td><td>☒ Educational Service</td></tr><tr><td>☐ Premium Content</td><td></td><td></td></tr></table> Additional Services: <u>Provide free Educational Services, along with commissary ordering, and lobby and booking kiosks as requested within RFP.</u> Commission Synopsis: 47% on commissary sales (net of sales tax) Exclusivity: As a material consideration for the commissions detailed herein, Facility grants Provider the right to be the exclusive provider of the products and services obtained by Facility from Provider as set forth herein and in any amendments hereto.	Confirm all that apply:		☒ Commissary	☒ Booking Stations		☒ Check Printer	☒ Lobby Kiosks		☐ Lobby Phones	☐ Snack Vending Machines		☐ Beverage Vending Machines	☒ Inmate Tablet Kiosks		☐ Text/Email	☐ Picture Mail		☐ Mail Scan	☐ My Connection Hub®		☐ Mp3 Players	☐ Law Library		☒ Educational Service	☐ Premium Content		
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