

**INMATE PHONE TRUST ACCOUNT      4660034.6170.94000099**

<u>DATE</u>	<u>EXPENSE</u>	<u>DEPOSIT</u>	<u>VENDOR</u>	<u>ITEM</u>	<u>VO#</u>
			\$    384,618.00	Opening Balance 2019	
2/12/2019		\$    25,395.92	410,013.92	GTL 11/18 Commission	Ck. 416215
2/12/2019	504.00		409,509.92	KT Custom Throws	Retirement Blankets
2/12/2019	633.00		408,876.92	Symbol Arts (Citibank PC)	Challenge Coins
2/13/2019		23,497.87	432,374.79	GTL 12/18 Commission	Ck. 417489
3/13/2019		24,038.05	456,412.84	GTL 01/19 Commission	Ck. 418500
3/13/2019		166.75	456,579.59	January Interest	JE198281
3/14/2019		183.38	456,762.97	February Interest	JE198305
3/27/2019	287.96		456,475.01	K-Log, Inc.	Conference Chair
4/16/2019	1,147.80		455,327.21	K-Log, Inc.	Conference Chairs (5)
4/23/2019		387.81	455,715.02	March Interest	JE199823
4/25/2019	720.00		454,995.02	Atlas Business Solutions	VSS Pro Schedule Anywhere Software
4/30/2019	3,565.28		451,429.74	Cappellino Chevrolet	2019 Tahoe, balance not covered by capital project
5/7/2019		28,827.62	480,257.36	GTL 02/19 Commission	Ck. 419448
5/13/2019		31,573.27	511,830.63	GTL 03/19 Commission	Ck. 420406
5/15/2019		332.75	512,163.38	April Interest	JE200486
6/13/2019		31,109.10	543,272.48	GTL 04/19 Commission	Ck. 421560
6/13/2019		448.88	543,721.36	May Interest	JE 201357
6/13/2019	178.56		543,542.80	Citibank PC	Glass for Conference Table
6/26/2019	6,498.76		537,044.04	Lights and Sirens, Inc	Equipment for Car 100
7/2/2019	790.60		536,253.44	High Point Furniture Industries	Conference Table
7/16/2019		458.65	536,712.09	June Interest	JE202388
8/12/2019		371.42	537,083.51	July Interest	JE203232
8/14/2019		26,612.22	563,695.73	GTL 06/19 Commission	Ck. 423890
9/10/2019		23,601.27	587,297.00	GTL 07/19 Commission	Ck. 424985
9/10/2019		316.78	587,613.78	August Interest	JE 204113
9/20/2019	444.90		587,168.88	Citibank PC	Gun Rack for Patrol Car
10/2/2019	3,951.00		583,217.88	Drone Works	Drone Repairs
10/2/2019	<b>12,444.46</b>		570,773.42	<b>Lights and Sirens, Inc</b>	<b>Equipment for new cars 136 and 147</b>
10/9/2019		384.64	571,158.06	September Interest	JE 205073
10/15/2019		23,483.10	594,641.16	GTL 08/19 Commission	Ck. 426093
10/28/2019	<b>2,989.68</b>		591,651.48	<b>Empire Emergency Apparatus</b>	<b>Equipment for new cars 136 and 147</b>
11/12/2019		374.38	592,025.86	October Interest	JE 206161
11/15/2019		23,835.37	615,861.23	GTL 09/19 Commission	Ck. 427298
11/20/2019		<b>15,434.14</b>	631,295.37	<b>Insurance Proceeds Reimbursment</b>	<b>JE 206495</b>
12/10/2019		353.26	631,648.63	November Interest	JE 207177
12/11/2019		22,536.11	654,184.74	GTL 10/19 Commission	Ck. 428464

\$ 34,156.00 \$ 303,722.74 \$ 654,184.74 Closing Balance 2019

Reconciles to PS 12/31/19 Balance as of 1/23/20

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<u>DATE</u>	<u>EXPENSE</u>	<u>DEPOSIT</u>	<u>VENDOR</u>	<u>ITEM</u>	<u>VO#</u>
			<b>\$    654,615.46    Opening Balance 2020</b>		
1/8/2020		\$    23,519.46	678,134.92 GTL	November Phone Commissions	
1/10/2020	\$    273,310.00		404,824.92 Lenco Armored Vehicles	Bearcat Armored Vehicle	313632
1/15/2020		1,177.32	406,002.24 Telemate LLC	November Tablet Commissions	
2/18/2020		19,874.77	425,877.01 GTL	December Phone Commissions	
2/19/2020		3,337.07	429,214.08 Telemate LLC	December Tablet Commissions	
3/4/2020	29,808.00		399,406.08 Statewide Machinery	Jail Laundry Dryers	316366
3/13/2020	485.00		398,921.08 Statewide Machinery	Jail Laundry Dryers Addl Items for Install	316387
3/4/2020		28,601.73	427,522.81 GTL	May 2019 Phone Commissions (check misplaced in jail)	
3/13/2020		17,128.54	444,651.35 GTL	January 2020 Phone Commissions	
3/20/2020		3,843.77	448,495.12 Telemate LLC	January 2020 Tablet Commissions	
3/20/2020	490.00		448,005.12 Citibank (Hoteling Graphics)	Graphics for Bearcat Armored Vehicle	318852
3/25/2020	122,916.00		325,089.12 SHI International	Intake Body Scanner	319294
4/2/2020	1,326.00		323,763.12 Grainger	SIU Wardrobe Cabinets	319872
4/15/2020		19,036.11	342,799.23 GTL	February 2020 Phone Commissions	
4/15/2020		4,275.33	347,074.56 Telemate LLC	February 2020 Tablet Commissions	
4/17/2020	2,806.55		344,268.01 American Auto Parts Marine and Mac	Steam Cleaner for COVID	320662
4/27/2020	468.00		343,800.01 KT Custon Throws	Retiree Throws	321524
4/28/2020	3,073.86		340,726.15 Staples	Nesting Chairs for Classrooms	321746
5/1/2020	649.49		340,076.66 Global Industrial Equipment	Picnic Table	321929
5/12/2020		17,235.87	357,312.53 GTL	March 2020 Phone Commissions	
5/11/2020	4,717.42		352,595.11 Stanton's Collision Carstar	Repaint/Deposit PD Car	322462
5/13/2020	960.00		351,635.11 Lights and Sirens	Graphics/Deposit PD Car	322727
5/18/2020		4,713.18	356,348.29 Telemate LLC	March 2020 Tablet Commissions	
6/17/2020		5,612.40	361,960.69 Telemate LLC	April 2020 Tablet Commissions	
6/17/2020	649.49		361,311.20 Global Industrial Equipment	Picnic Table	324732
6/19/2020		15,343.46	376,654.66 GTL	April 2020 Phone Commissions	
6/23/2020	432.88		376,221.78 Citibank	Umbrella for Picnic Table	325050
6/25/2020	1,249.00		374,972.78 Applied Concepts	LIDARS	325238
7/20/2020		6,466.94	381,439.72 Telemate LLC	May 2020 Tablet Commissions	
7/21/2020		20,580.16	402,019.88 GTL	May 2020 Phone Commissions	
8/10/2020		533.34	402,553.22 Interest earned Jan-July 2020		
8/11/2020	88,665.00		313,888.22 American Airboat Company	Rhino Airboat and Trailer	328184
8/11/2020		24,757.60	338,645.82 GTL	June 2020 Phone Commissions	
8/20/2020		5,581.53	344,227.35 Telemate LLC	June 2020 Tablet Commissions	
9/9/2020		27,168.80	371,396.15 GTL	July 2020 Phone Commissions	
9/12/2020		17.06	371,413.21 August 2020 Interest		

9/24/2020		6,381.06	377,794.27	Telemate LLC	July 2020 Tablet Commissions	
10/5/2020		29,980.48	407,774.75	GTL	August 2020 Phone Commissions	
10/7/2020	3,450.00		404,324.75	American Auto Parts Marine & Mach	Ultraviolet Cleaner	331827
10/13/2020		12.68	404,337.43	September Interest		
10/19/2020	6,930.00		397,407.43	Corcraft	Chairs for conference room	332737
11/2/2020		6,784.84	404,192.27	Telemate LLC	August 2020 Tablet Commissions	
11/13/2020		15.62	404,207.89	October Interest		
11/13/2020		32,050.08	436,257.97	GTL	Sept 2020 Phone Commissions	
11/17/2020		7,114.10	443,372.07	Telemate LLC	Sept 2020 Tablet Commissions	
12/7/2020		34,502.40	477,874.47	GTL	Oct 2020 Phone Commissions	
12/9/2020		28.06	477,902.53	November Interest		
12/16/2020	1,357.02		476,545.51	CDW Government	Group Video Equipment	337340
12/21/2020		7,265.76	483,811.27	Telemate LLC	Oct 2020 Tablet Commissions	
12/31/2020	19,411.96		464,399.31	Brite Computers	GETAC Tablets for Highway Patrol	339091
12/31/2020			464,399.31	December Interest	(not recorded to PS as of 2/4/21)	
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	\$ 563,155.67	\$ 372,939.52	\$ 464,399.31	Closing Balance 2020	Reconciles to PS 12/31/20 Balance as of 2/4/21	

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			\$    464,399.31	Opening Balance 2021	
1/1/2021		34.02	464,433.33	JV222881	
1/7/2021		36,041.12	500,474.45	GTL	
1/8/2021	1,000.00		499,474.45	City of Havre MT	
1/19/2021		6,772.36	506,246.81	Telemate LLC	
2/3/2021	10,581.00		495,665.81	B&F Glass Co	
2/10/2021		38,644.80	534,310.61	GTL	
2/23/2021		7,819.15	542,129.76	Telemate LLC	
2/24/2021	12,000.00		530,129.76	K9 Robbyfarm	
3/10/2021		42,348.32	572,478.08	GTL	
3/22/2021		10,770.48	583,248.56	Telemate LLC	
4/8/2021		46,816.32	630,064.88	GTL	
4/15/2021		8,838.80	638,903.68	Telemate LLC	
5/3/2021	3,090.00		635,813.68	Citibank (Travel Card)	
5/6/2021		49,204.96	685,018.64	GTL	
5/12/2021		20.78	685,039.42	JV225360	
5/14/2021		19.44	685,058.86	JV225419	
5/14/2021		29.52	685,088.38	JV225461	
5/17/2021		13,219.64	698,308.02	Telemate LLC	
5/17/2021		35.67	698,343.69	JV225472	
6/7/2021		57,025.92	755,369.61	GTL	
6/8/2021		19.82	755,389.43	JV226175	
6/17/2021		13,212.28	768,601.71	Telemate LLC	
6/17/2021	500.00		768,101.71	Harpurville Fire Department	
6/23/2021	41.98		768,059.73	Citibank	
7/7/2021		48,714.69	816,774.42	GTL	
7/14/2021		11,666.02	828,440.44	Telmate LLC	
7/21/2021		18.15	828,458.59	JV227334	
8/9/2021		43,200.67	871,659.26	GTL	
8/9/2021		9,268.31	880,927.57	Telmate LLC	
8/10/2021		17.51	880,945.08	JV227999	
8/18/2021	30,307.02		850,638.06	Deere & Company	
8/20/2021	6,629.30		844,008.76	North American Rescue LLC	
8/27/2021	987.00		843,021.76	Stop Stick LTD	
9/3/2021		21.57	843,043.33	JV228953	
9/14/2021		47,150.08	890,193.41	GTL	
9/14/2021		10,748.25	900,941.66	Telmate LLC	
9/21/2021	1,236.30		899,705.36	Patriot3 Inc.	
9/21/2021	385.00		899,320.36	Citibank	
				December 2020 Interest	
				Nov 2020 Phone Commissions	
				CASSPIR Disposal Freight	338493
				Nov 2020 Tablet Commissions	
				Bullet Resistant Glass for Fiscal Office	340503
				Dec 2020 Phone Commissions	
				Dec 2020 Tablet Commissions	
				Dual Purpose K9	342188
				Jan 2021 Phone Commissions	
				Jan 2021 Tablet Commissions	
				Feb 2021 Phone Commissions	
				Feb 2021 Tablet Commissions	
				Hotel for K9 Pickup in Fla.	346856
				March 2021 Phone Commissions	
				January Interest	
				February Interest	
				March Interest	
				March 2021 Tablet Commissions	
				April Interest	
				April 2021 Phone Commissions	
				May 2021 Interest Earned	
				April 2021 Tablet Commissions	
				Donation for Manhunt Assistance	350717
				Snowblower Dollies	350953
				May 2021 Phone Commissions	
				May 2021 Tablet Commissions	
				June Interest	
				June 2021 Phone Commissions	
				June 2021 Tablet Commissions	
				July Interest	
				Weekender Tractors w/ Mower Deck and Snowblower	355205
				Trauma Kits	354324
				Stop Sticks for new vehicle 149	356254
				August Interest	
				July 2021 Phone Commissions	
				July 2021 Tablet Commissions	
				Ballistics Blanket for 149	357665
				Vehicle Weapon Locks	357572

9/30/2021	3,153.75		896,166.61	Chianis & Anderson Architects PLLC	PSF Storage Building Design App. 1	358360
10/8/2021	1,885.00		894,281.61	Tranfer to K9 Trust for Explosives Traning Materials		JV230141
10/12/2021		14.96	894,296.57	JV230140	September Interest	
10/13/2021		42,263.98	936,560.55	GTL	August 2021 Phone Commissions	
10/13/2021		11,416.41	947,976.96	Telmate LLC	August 2021 Tablet Commissions	
10/15/2021	788.49		947,188.47	Amchar	Rifle for 149	359553
10/15/2021	708.59		946,479.88	Amchar	Active Shooter Kit	359552
10/20/2021	123,038.75		823,441.13	Siemens Industry	CCTV Prog Pmt 1	359991
11/2/2021	1,012.50		822,428.63	Chianis & Anderson Architects PLLC	PSF Storage Building Design App. 2	360692
11/4/2021	206,999.90		615,428.73	Axon Enterprise	Taser 7 Upgrades	361003
11/10/2021		14.87	615,443.60	JV231201	October Interest	
11/15/2021		42,363.30	657,806.90	GTL	Sept 2021 Phone Commissions	
11/15/2021		10,501.50	668,308.40	Telmate LLC	Sept 2021 Tablet Commissions	
11/15/2021	660.00		667,648.40	Broome County Arena	Grad Ceremony Staffing/Security	361571
11/23/2021	5,724.89		661,923.51	Brite Computers	PC for New Vehicle 149	362389
12/3/2021	125.00		661,798.51	NYS Sheriff's Assoc Institute	Summer Camp Donation (TC Street Rods)	363315
12/3/2021		125.00	661,923.51	TC Street Rods	Summer Camp Donation (TC Street Rods)	
12/7/2021		35,125.94	697,049.45	GTL	Oct 2021 Phone Commissions	
12/7/2021		10,998.33	708,047.78	Telmate LLC	Oct 2021 Tablet Commissions	
12/7/2021	1,801.25		706,246.53	Chianis & Anderson Architects PLLC	PSF Storage Building Design App. 3	363557
12/10/2021		14.54	706,261.07	JV232170	November Interest	
12/20/2021	1,899.44		704,361.63	VanBortel Chevrolet	Balance of cost of 2021 Tahoe Patrol Vehicle	364649
12/28/2021	1,160.00		703,201.63	Chianis & Anderson Architects PLLC	PSF Storage Building Design App. 4	365245

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**\$ 415,715.16 \$ 654,517.48 \$ 703,201.63 Closing Balance 2021**

**Reconciles to PS 12/31/21 Balance as of 1/26/2022**

## 2019 COMMISSARY

Vendor / Supplier (select)	Checks Reason	Amount Paid	Deposits Reason	Amount Deposited
Absolute Distribution	NY Post, USA Today	\$ 22,723.44		\$ -
Achillion Sports	Basketball backboards	\$ 2,430.00		\$ -
Agway	lawn / weekend	\$ 4,263.38		\$ -
Ashley Enterprises	trailer(s), weekender program	\$ 6,912.00		\$ -
B.C. OMB	reim cred card purchase(s), volleyballs ba	\$ 6,035.28		\$ -
Br. Co. Sheriff's Office - Bail	Bail	\$ 100.00		\$ -
B.C. Sheriff - Library		\$ -	Library Copies	\$ 2,202.13
B.C. Sheriff - Postage		\$ -	Postage fees collected	\$ 758.69
BC Info Tech	Postage - Code 170 mailings	\$ 1,256.16		\$ -
BC Transit	indigent buss passes	\$ 270.00		
Binghamton Agway	Horticulture	\$ 278.10		\$ -
Bob Barker Co.	games for inmates	\$ 544.60		\$ -
Cappellino Chevrolet	transport vans	\$ 58,718.30		\$ -
Charm-Tex	games for inmates	\$ 1,253.40		\$ -
Covenant Players	Religious theme play / performance	\$ 250.00		\$ -
Dino Petrilli	Haircut for indigents (end June 2019)	\$ 1,029.00		\$ -
Eugene Haskins	Haircut for indigents (Start July 2019)	\$ 1,832.00		\$ -
Grainger	weekender supplies, (trash grabber)	\$ 422.10		\$ -
Interest Credited		\$ -	Interest earned	\$ 55.02
Lights & Sirens	lights / sirens for vans	\$ 22,197.68		\$ -
Matthew Bender	ca 12-706 electr law file 4/1/18-3/31/19	\$ 10,496.00		\$ -
Orion Safety Products	safety flares, weekender program	\$ 2,558.65		
Press & Sun Bulletin	newspaper for inmates / pods	\$ 11,246.72		\$ -
Shaul's	speedqueen washer for 1 pod	\$ 1,798.00		\$ -
SSR Powersports	mower, weekened program	\$ 2,450.00		\$ -
Subway	Subs for inmates	\$ 3,808.22	Tax refund	\$ 282.10
Swanson Care Packs		\$ -	Family & Friends Care Packs	\$ 40,640.63
Swanson Service Corp	Indigent Packs	\$ 17,036.09	Commissions	\$ 155,107.82
Time Warner	internet - cable for pods / inmates	\$ 3,398.26		\$ -
Toshiba Business Solutions	Library copier lease, monthly CA 12-698	\$ 1,031.02		\$ -
Void	voided	\$ -	voided	\$ -
World Library Publications	missal subscription	\$ 156.00		\$ -
Ziebart	undercoating, van	\$ 500.00		\$ -
Bail Refund-Village of JC	Bail Refund	\$ -	Bail Refund	\$ 100.00
		\$ 184,994.40		\$ 199,146.39

#REF! (August 2014)

## 2020 COMMISSARY

Vendor / Supplier (select)	Checks Reason	Amount Paid	Deposits Reason	Amount Deposited
Absolute Distribution	NY Post, USA Today	\$ 22,790.60		\$ -
B&F Glass		\$ 1,080.00		
B&G Foodservice Equipment		\$ 2,721.00		
B.C. Sheriff - Library		\$ -	Library Copies	\$ 1,684.88
B.C. Sheriff - Postage		\$ -	Postage fees collected	\$ 970.05
BC O.M.B. Code 170	Postage - Code 170 mailings	\$ 597.45		\$ -
BC OMB		\$ 6,634.51		
Broome County Director OMB		\$ 480.11		
Binghamton Agway	Horticulture	\$ 4,514.98		\$ -
Camfil USA		\$ 13,770.00		
Covenant Players	Religious theme play / performance	\$ 250.00		\$ -
Dana Safety Supply	partitions for Tahoes	\$ 2,351.00		\$ -
Eugene Haskins	Haircut for indigents (Start July 2019)	\$ 2,462.00		\$ -
Interest Credited		\$ -	Interest earned	\$ 73.51
Matthew Bender	ca 12-706 electr law file 4/1/18-3/31/19	\$ 1,968.00		\$ -
O.M.B.	reim for charge card	\$ 674.48		\$ -
Press & Sun Bulletin	newspaper for inmates / pods ACCOUNT F	\$ 11,079.79		\$ -
Pudgies	Subs for inmates	\$ 3,807.89		\$ -
Readers Digest	payment / then refund ACH denial	\$ -		
Swanson Care Packs		\$ -	Family & Friends Care Packs	\$ 69,481.06
Swanson Service Corp	Indigent Packs	\$ 2,328.27	Commissions	\$ 117,806.49
Time Warner	internet - cable for pods / inmates	\$ 3,726.93		\$ -
Toshiba Business Solution	Library copier lease, monthly CA 12-698	\$ 560.00		\$ -
		\$ 81,797.01		\$ 190,015.99

## 2021 COMMISSARY

Vendor / Supplier (select)	Checks Reason	Amount Paid	Deposits Reason	Amount Deposited
Absolute Distribution	NY Post, USA Today	\$ 1,994.40		\$ -
ADI	inmate newspapers	\$ 20,477.60		\$ -
B.C. Sheriff - Library		\$ -	Library Copies	\$ 3,373.73
B.C. Sheriff - Postage		\$ -	Postage fees collected	\$ 1,277.00
BC O.M.B. Code 170	Postage - Code 170 mailings	\$ 1,613.69		\$ -
Binghamton Agway	Horticulture	\$ 1,704.29		\$ -
Eugene Haskins	Haircut for indigents (Start July 2019)	\$ 1,988.00		\$ -
Inmate trust Fund (Br. Co. Sheriff	Covid payments to inmates	\$ 2,010.00		\$ -
Interest Credited		\$ -	Interest earned	\$ 57.58
Kauffman Building, LLC		\$ 13,600.00		\$ -
O.M.B.	reim for charge card	\$ 11,886.26		\$ -
Magazine Line Refund		\$ -	Subscription Refund	\$ 20.00
Press & Sun Bulletin	newspaper for inmates / pods ACCOUNT PS 2039724	\$ 11,872.08		\$ -
Red & White Catering	meals for inmates	\$ 6,725.50		
RELX dba Lexis Nexis		\$ 8,751.33		\$ -
Rug Fair Commercial & Industrial	jail carpeting	\$ 27,922.71		\$ -
Swanson Care Packs		\$ -	Family & Friends Care Packs	\$ 41,280.22
Swanson Service Corp	Indigent Packs	\$ 12,745.47	Commissions	\$ 261,196.57
S&Y Trading Corp.	vaccuum cleaners for inmate use	\$ 2,066.80		\$ -
Time Warner Cable	internet - cable for pods / inmates	\$ 3,436.06		\$ -
Charter Communications	internet - cable for pods / inmates	\$ 277.32		\$ -
		\$ 129,071.51		\$ 307,205.10

**SWANSON SERVICES CORPORATION  
COMMISSARY SERVICE CONTRACT**

THIS AGREEMENT, made this 1<sup>st</sup> day of April, 2012 by and between the Broome County Sheriff's Office located at 155 Lt. Van Winkle, Binghamton, NY 13905, hereinafter referred to as "Client" and Swanson Services Corporation with principal offices located at 1133 Pennsylvania St, Denver Co 80203, hereinafter referred to as "Swanson".

WITNESS TO:

Whereas, Client desires to avail itself of Swanson's services, and Swanson desires to provide such services to Client, in consideration of mutual covenants and agreements hereto set forth; the parties intending to be legally bound, hereby agree to as follows:

**SECTION ONE: CLIENTS GRANT TO SWANSON**

Client grants to Swanson, as an independent contractor, the exclusive right to sell commissary or food products and any other items which are charged to the residents account balance; including but not limited to debit phone cards, to the residents of the Broome County Sheriff's Office located at 155 Lt. Van Winkle, Binghamton, NY 13905, such location referenced herein as "premises" and any future locations managed by Client. Charges, by the Client, to a resident's account for services the Client provides to such resident, are excluded from this provision.

**SECTION TWO: SWANSON'S RESPONSIBILITIES**

A. Pursuant to the provisions of this agreement, Swanson will purchase and maintain at high standards of quality, a mutually agreed upon number and type of inventory items, at mutually agreed locations for the sales of food products, non-alcoholic beverages, tobacco products and other such articles; and will keep such inventory adequately serviced and supplied, with the appropriate merchandise in good quality. Swanson warrants that initial price list is subject to ordinary price adjustment that, from time to time, is necessary due to market factors beyond the control of Swanson during the term of this agreement.

B. Swanson agrees to comply with all applicable Federal, State and Local laws and regulations pertaining to wages and hours of employment.

C. All records will be kept on file by Swanson for a period of three (3) years, from the date which record is made. Upon reasonable notice, Swanson will give Client, or Client's authorized representative, the privilege of inspecting, examining and auditing, during normal business hours and with reasonable advance notice, such of Swanson's records directly relevant to clients purchases. The cost of such inspection, examination or audit shall be the sole expense of Client. Such inspections shall take place at the Swanson location where said records are normally maintained.

D. Shipment of orders will be FOB: Inmate

E. Only provisions contained in Swanson's proposal dated, February, 2012, specifically agreed to by the parties, in writing, and attached as an exhibit to this agreement, are made a part of this agreement.

F. Swanson agrees to provide phone support for Swanson's software on a 24 hour, 7 days per week basis.

G. Swanson agrees to provide OnSite hardware support and maintenance on Swanson owned hardware. After installation of Swanson Software on Client's Hardware, Client agrees to compensate Swanson for direct, actual expenses related to providing support and maintenance on Client's Hardware.

H. The County Request for Proposal, dated, 01/12/12, bid number RFP-2012-007 and the Swanson proposal dated 02/08/12 are incorporated by reference into this Agreement.

**SECTION THREE: CLIENT'S RESPONSIBILITIES**

A. It shall be the sole responsibility of Client to insure that Client's employees follow and adhere to the accounting system provided by Swanson, and operating procedures presented during initial training provided by Swanson. This includes, but is not limited to, balancing cash drawers, daily trust fund balancing, weekly trust fund balancing and monthly check book and bank reconciliation.

B. It shall be the sole responsibility of the Client, to train replacement or relief personnel in processing commissary, and/or in maintaining the accounting system, provided by Swanson. Under no circumstance will Swanson be responsible for the

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**BROOME COUNTY  
ATTORNEY'S OFFICE**

integrity of the accounts or account balances maintained by Client. Should Client request additional training and support of Swanson, such training and support will be provided at a fee, mutually agreed to in writing, by the parties.

C. Client or Client's staff will adhere to mutually agreed to time frame for commissary order and delivery procedures, where delivery to residents is provided by Swanson staff.

D. Client shall promptly, and in a timely manner, notify Swanson of any changes in Client's Hardware, Software or Operating Procedures; that in any way affect Swanson's hardware, software or Swanson's performance under this agreement.

E. If Client delivers orders to the inmate. Client will accurately account for and deliver commissary orders shipped by Swanson, notifying Swanson immediately of any discrepancy.

F. With any interface. Client will insure that Client's Hardware or Software in no way results in the disruption of Swanson's Hardware or Software operating systems; files or file structure.

#### SECTION FOUR: FINANCIAL ARRANGEMENTS

A. Client agrees to reimburse Swanson each week for all purchases from Swanson.

B. Swanson is responsible for the payment of any sales fees, or other taxes, levied against the sales or performance under this contract.

C. Swanson agrees to remit any payments due Client within fifteen (15) days following the end of Swanson's fiscal accounting period.

D. Nothing in this agreement shall allow either party to withhold or refuse payment of any money due for service provided, in full compliance with the terms of this agreement.

#### SECTION FIVE: INDEMNIFICATION AND INSURANCE

A. The parties shall indemnify each other against any loss, damage, injury or death, caused by the negligent acts or omissions by their agents or employees; for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided. However nothing contained herein shall require the parties to defend or indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

B. The party's obligation to hold each other harmless, pursuant to the Agreement, shall be dependent upon promptly notifying each other in writing of any such claims or lawsuits against either Swanson or Client; in no event, later than thirty (30) days after the date of first receiving notice of such claim or lawsuit. Failure of either party receiving such notification, to notify the other party of any such claim or lawsuit within said thirty (30) day period, shall relieve that party of any and all responsibility and liability under the Agreement to indemnify and hold harmless. Swanson agrees to provide insurance per the attached requirements.

#### SECTION SIX: EMPLOYEES

A. Parties to this Agreement recognize that employees of Client are not employees of Swanson and employees of Swanson are not employees of Client.

B. During the term of this Agreement, and for a period of two (2) years from the termination of this agreement, including any renewal or extension of this agreement; the parties agree not to hire, and not to offer to hire, any employee or former employee of the other party, without the express written consent of that party.

#### SECTION SEVEN: COMMENCEMENT

This Agreement shall become effective as of the commencement date of service, and shall remain in effect for a one year period with four one year renewal options, unless sooner terminated as herein provided. The commencement date of this contract shall be April 1<sup>st</sup> 2012. through 3/31/13, with four optional one-year renewals.

PLEASE  
INITIAL  
*[Signature]*

#### SECTION EIGHT: TERMINATION:

A. The following may not be a cause for termination of this agreement:

1. Any responsibility of Client referred to in Section Three: Responsibilities, of this agreement.
2. Failure of any third party delivery service to deliver a Swanson shipment in a timely and satisfactory manner.

B. This Agreement may only be terminated under the following circumstances:

1. Upon mutual agreement of both Client and Swanson, upon 30 days written notice.
2. For Cause, in the following manner:
  - a. If either party shall refuse, fail, or be unable to perform any of the terms of this agreement for any reason, other than excused performance stated in other sections of this agreement. The party claiming such failure shall give the other party written notice of such breach listing the event and necessary documentation supporting such breach.
  - b. Within 30 days, both parties shall meet and discuss the claimed breach, and set forth a mutually agreed upon resolution to such breach, and the time-line for correcting such breach in a manner satisfactory to both parties. Such resolution and time-line must be in writing, agreed to and signed by both parties.
  - c. If, a mutually agreeable resolution is not achieved, or if at the end of such time line, the agreed upon resolution and time-line are not being met; the injured party may cancel this agreement effective ten days (10) after the end of said agreed time line, or failure to mutually agree to a resolution.

#### SECTION NINE: INDEPENDENT CONTRACTOR RELATIONSHIP

It is mutually understood and agreed, and it is the intent of the parties, that subject to applicable terms and conditions set forth in the direct sales to client financial arrangement, if such is used; an independent contractor relationship be and is hereby established under the terms and conditions of this Agreement; that employees of Swanson are not nor shall be deemed to be employees of Client; and that employees of Client are not nor shall they be deemed to be employees of Swanson.

#### SECTION TEN: SWANSON'S TITLE TO THE SOFTWARE AND HARDWARE

A. All software installed by Swanson pursuant to the Agreement is proprietary, copyrighted and a patent application on file with regard to, not only the software, but also the operating technology involved in Swanson's services. This software and technology, shall at all times, remain the property of Swanson, with title and all rights vested in Swanson. Client shall have no property interest in said software and technology and shall at all times protect such software and technology from copying, removal, tampering with, or disclosure to other persons or companies, without the express, written consent of Swanson.

B. All hardware installed by Swanson shall remain the property of Swanson, unless purchased by Client.

C. All Maintenance, repair, or replacement of hardware shall be the responsibility of: Swanson.

#### SECTION ELEVEN: EXCUSED PERFORMANCE

In case performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, decree, or order of any governmental agency or authority, either local, State, or Federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, acts of God, or any other reason whatsoever which is not within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period of such suspension of performance of duties hereunder.

#### SECTION TWELVE: ASSIGNMENT

Neither Swanson nor Client may assign or transfer this Agreement, or any part thereof, without the express written consent of the other party.

SECTION THIRTEEN: ENTIRE AGREEMENT; WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of Commissary Services; and there are no other or further written, or oral, understandings or agreements with respect thereto. No variation or modification of this Agreement, and no waiver of its provisions, shall be valid unless in writing and signed by the duly authorized officers of Swanson and Client. This Agreement supersedes all other agreements between the parties for the provision of Services outlined herein.

SECTION FOURTEEN: NOTICES

All notices to Client shall be addressed to:

Broome County Sheriff's Office  
155 Lt. Van Winkle Drive  
Binghamton, NY 13905

All notices to Swanson shall be addressed to:

Swanson Services Corporation  
1133 Pennsylvania St  
Denver, CO 80203

SECTION FIFTEEN: GOVERNING LAW

This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto affirm that they have the authority to execute this agreement on behalf of their respective entities for the entire term and have hereunto set their hands and seals of the day and year first above written.

Broome County Sheriff's Office

By: [Signature]

TITLE: Bijoy Datta, Deputy County  
Executive

(TYPED NAME OF OFFICIAL SIGNING)

SWANSON SERVICES CORPORATION

By: [Signature]

TITLE: President

Kelly A. Swanson  
(TYPED NAME OF OFFICIAL SIGNING)

Approved as to form

By [Signature]

BROOME COUNTY  
ATTORNEY'S OFFICE

BAC 3/28/12

## COBRA COMBO CASHIER™ SERVICE AGREEMENT

This Kiosk Site Agreement (this "Agreement") is made this 1<sup>st</sup> day of April, 2012 (the "Effective Date") by and between Swanson Services Corporation®, a Florida Corporation ("SSC"), located at 1133 Pennsylvania Street, Denver, Colorado 80203, and the Broome County Sheriff's Office, ("Site Operator") located at 155 Lt. Van Winkle Drive, Binghamton, NY 13905

WHEREAS, SSC is willing and able to provide to Site Operator without charge a means to collect, disburse, and account for the funds used by Site Operator's clientele through the use of Kiosks (as described herein); and

WHEREAS, Site Operator desires for SSC to provide such equipment and services at no charge to the facility and the placement, maintenance, and support for the Kiosk is funded from a surcharge per transaction to the depositor; and

WHEREAS, Site Operator agrees to only accept moneys for deposit on resident accounts through electronic methods as provided by Swanson; or during the booking process

In consideration of the foregoing and the terms, covenants and conditions set forth in this Agreement, SSC and Site Operator hereby agree as follows

- 1.0 **Surcharge Notices.** Site Operator is not authorized to change the surcharge or collect any other surcharge or fee for use of the Kiosk. Surcharge amounts will be set and determined solely by SSC.
- 2.0 **Title.** The Kiosk shall remain the property of SSC. Site Operator shall keep the Kiosk free and clear of any liens or other encumbrances, and shall not permit any act where SSC's or third party title or rights may be negatively affected.
- 3.0 **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue for one (1) year. ~~Thereafter it shall automatically renew for similar periods under the same terms and conditions stated herein, unless terminated by either party in writing at least ninety (90) days prior to the expiration date of the then current period.~~ <sup>4/1/12-3/31/13, with four optional renewals.</sup> The initial period and all subsequent periods shall together constitute the Term. Either party may terminate this Agreement by giving the other party ninety (90) days prior written notice based on any of the following:
  - 3.1 The other party's failure to comply with any provision of this Agreement within thirty (30) days after receipt of written notification sent certified mail;
  - 3.2 Mutual agreement of the parties.
  - 3.3 Site Operator agrees that SSC must expend considerable time, money, and resources in the installation, implementation, training, and support of this agreement and that cancellation, for any reason, prior to completing the initial term of this agreement, will result in SSC being unable to recoup the initial cost of implementing this agreement. In the event of any cancellation or defacto cancellation, (whereby SSC is hindered in any way, or not allowed to perform and be paid for services to the fullest extent and intent of the agreement) for the term of the agreement, site Operator agrees that SSC shall be entitled to liquidated damages. Such liquidated damages are established as being equal to the average transaction volume per month of each Kiosk installed times the convenience fee of \$3.25, or \$1,625.00 per month, whichever is lesser for the remainder of the initial agreement term.
- 4.0 **Damage and Loss.** In the event the Kiosk is lost or damaged as a result of Site Operator's negligence or intentional act or omission, including, but not limited to service or modification by persons not so authorized by SSC, Site Operator shall pay to SSC the repair cost or if damaged beyond repair, the replacement cost of the Kiosk, not to exceed \$7,500.00 per incident. The affected Kiosk shall be repaired or replaced and the obligations of this Agreement shall continue in full force and effect through the Term.
- 5.0 **Duties of SSC.**
  - 5.1 SSC shall install, operate and provide all maintenance for the Kiosk to keep it in good working order and repair at its own expense. SSC shall be entitled to use third party service providers to perform maintenance and repair functions for the Kiosk.
  - 5.2 Swanson shall guarantee payments applied to resident accounts through the kiosk to the Site Operator.
- 6.0 **Duties of Site Operator.**
  - 6.1 Site Operator shall make available as much space within the Premises as is necessary to enable users to have access to the Kiosk and for SSC or its service providers to perform maintenance and repair on the Kiosk and provide to SSC, third party servicing agents, and users of the Kiosk free and unrestricted access to the Kiosk within the Premises during Site Operator's regular hours of operation.
  - 6.2 Site Operator shall provide and maintain within two feet of the Kiosk Site a dedicated 110V electrical power outlet with low power usage on same circuit, for the sole use of the Kiosk and a dedicated CAT 5 cable to be used for network connection to the internet and to the COBRA Banker Database Server.

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- 6.3 Site Operator shall maintain adequate security to prevent any unauthorized use of or damage to the kiosk and shall notify SSC or its designated service providers promptly of any trouble or irregularity in the functioning of the Kiosk, and discontinue use of the Kiosk until the Kiosk is serviced or instructions are received from SSC or its service providers. In no event shall Site Operator permit any tampering with or attempts to service the Kiosk except by persons authorized by SSC.
- 7.0 **Ownership of Kiosk Cash.** SSC is at all times the sole owner of all Kiosk Cash from the moment of insertion into Kiosk. No other person, including Site Operator shall have any right, title, claim or interest in the Kiosk Cash contemplated by this Agreement. SSC's ownership of and right to access Kiosk Cash shall not be subject to any claim, set off, arbitration or lien by Site Operator or others under any circumstances.
- 8.0 **Bank's Access to Kiosk Cash.** Site Operator agrees to provide SSC and its armored carrier ready access to the Kiosk upon request. The parties understand and agree that Kiosk Cash funds must be readily available to SSC. SSC shall have the right to demand the return of any portion or all of its Kiosk Cash at any time, with or without cause. Without limiting the generality of the foregoing, SSC shall be entitled to demand the return of its Kiosk Cash whenever: (a) it is directed to do so by state or federal regulatory agencies; (b) SSC has reason to believe that its Kiosk Cash may be subject to loss through fraud or other means; (c) SSC has reason to believe its access to Kiosk Cash may be delayed (e.g., due to a threatened strike or labor dispute); (d) Site Operator breaches this or any other Agreement with SSC; (e) SSC has reason to believe that Kiosk transactions will not be processed in a correct or timely fashion, or that SSC will not receive timely payment for Kiosk Cash cleared from any Kiosks.
- 9.0 **Assignment.** Neither this Agreement nor Site Operator's rights hereunder are assignable except with SSC's prior, written consent. SSC may assign this Agreement in conjunction with the sale of a substantial part of its business utilizing this Agreement. Any unauthorized assignment of this Agreement is void.
- 10.0 **Indemnification.** Except for damages, claims or losses due to SSC's willful misconduct or gross negligence, Site Operator, to the extent permitted by law, will indemnify, defend and hold SSC and SSC's property, free and harmless from any liability for losses, claims, cost or expense (including reasonable attorneys' fees) injury to or death of any person, or for damage to property arising from or relating to the installation, maintenance or removal of the or from the acts or omissions of any person or persons, including Site Operator, using or possessing the Kiosk with Site Operator's express or implied consent.
- 11.0 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 12.0 **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered overnight delivery service to:
- Swanson Services Corporation  
Charles L. Swanson III, Vice President  
2115 63<sup>rd</sup> Avenue East  
Bradenton, Florida 34203
- 13.0 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of the Agreement. This Agreement may be modified in writing and must be signed by both SSC and Site Operator.

**ACCEPTED AND AGREED TO:**

Swanson Services Corporation

By: Kelly A. Swanson 4/6/12  
Signature Date

Kelly A. Swanson, President  
Printed Name & Title

**ACCEPTED AND AGREED TO:**

Broome County Sheriff's Office

By: [Signature]  
Signature Date

Bijoy Datta, Deputy County Executive  
Printed Name & Title

Approved as to form  
By [Signature]  
BROOME COUNTY  
ATTORNEY'S OFFICE

BAC 3/28/12



SWANSON SERVICES  
CORPORATION®

*Integrity...Service...Trust™*

CA 12-513

477 Commerce Boulevard  
Oldsmar, FL 34677  
Phone 813-854-4264  
Fax 813-855-2330

### PAYMENT PROCESSING ADDENDUM

This Payment Processing Addendum is entered into by and between Broome County Sheriff's Office ("Client") and Swanson Services Corporation ("Swanson") effective when signed by both parties. The Client and Swanson are referred to herein individually as a Party and collectively as the Parties.

WHEREAS, the Parties have entered into a Swanson Services Corporation Commissary Service Contract whereby Swanson provides certain services to Client (the "Agreement"), and

WHEREAS, the services provided involve in part cash handling services and payment processing services both of which have become, in some instances, regulated activities, and

WHEREAS, the Parties desire to memorialize their agreement regarding how Swanson will provide the cash handling services and payment processing services.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements expressed herein, the receipt and sufficiency of which are acknowledged, the parties, intending to be legally bound by the terms stated in this Addendum, do agree as follows:

1. **Services.** Swanson will provide cash handling services and payment processing services for payments made for the benefit of inmates at the Client's facility through kiosks, online websites and/or mobile sites or applications operated by Swanson or such other methods that the parties agree will be made available for the benefit of inmates at Client's facility ("**Transactions**") for crediting inmate trust account balances held by Client (the "**Services**"). Swanson provides the Services in its capacity as a licensed money services provider, under the terms and conditions set forth on Exhibit A, as may be amended by mutual written agreement from time to time. Swanson represents and warrants to Client that Swanson is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations and card associations' operating rules applicable to the Services.
2. **Authorization.** By executing this Payment Processing Addendum (the "**Addendum**"), Client authorizes Swanson to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the VISA and MasterCard card networks or otherwise for authorization, processing and settlement to Client for the benefit of inmates at Client's facilities.
3. **Effective Date/Term.** This Addendum shall become effective as of the date last executed by both the Client and Swanson and shall continue in effect for the same contract period as the Agreement. Except as expressly provided herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. **Rates.** The Services shall be provided at no cost to Client. Swanson shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Client acknowledges

may be amended by Swanson in its discretion from time to time with not less than thirty (30) days prior notice to the Client and with the consent of the Client, such consent not to be unreasonably withheld. Swanson shall have the exclusive right to provide cash handling services and payment processing activities related to the Services at the Client's facility and the exclusive right to collect and receive money handling fees associated with the Services which fees shall belong to Swanson.

This Addendum (including Exhibit A) constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals and agreements, both written and oral, and all other communications between the parties.

**ACKNOWLEDGED AND AGREED TO:**

By signing this form, each party accepts the terms set forth herein:

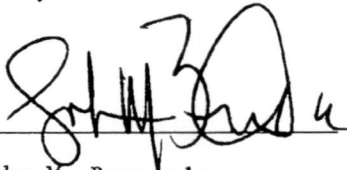
**Broome County Sheriff's Office**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



John M. Bernardo

Deputy County Executive

6/17/15

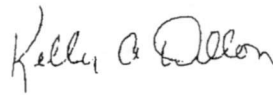
**Swanson Services Corporation**


By: \_\_\_\_\_

Name: Kelly A. Dillon

Title: Senior Vice President, Commissary

Date: April 6, 2015



Approved as to form  
By:   
BROOME COUNTY  
ATTORNEY'S OFFICE

## EXHIBIT A TO PAYMENT PROCESSING ADDENDUM

### 1. Transaction Processing/Settlement.

- a. Swanson facilitates processing and settlement of Transactions by third parties through websites and/or other remote sites or applications operated by Swanson or such other methods that the Parties agree will be made available during the Term.
- b. Upon authorization of the Transaction, Client authorizes Swanson to provide associated payment information for entry into Swanson's Cobra Banker® account management system on behalf of the Client.
- c. Proceeds of the Transactions will be deposited in an account maintained by Swanson. Swanson will transmit funds to Client's designated accounts. Client authorizes Swanson to provide amounts corresponding to proceeds of Transactions due to inmates (minus Swanson's service fee) from the Swanson accounts to Client's designated bank account on a weekly basis.

2. **Transaction Types and Limits.** Client acknowledges and agrees that Swanson may determine, in its discretion with prior notice to the Client and with the consent of the Client, such consent not to be unreasonably withheld, to suspend, terminate or place restrictions on one or more individual's ability to use the Services. Client may require Swanson to place limitations on transactions (such as due to applicable legal or regulatory restrictions or Client's account administration policies). Such requirements shall be designated in writing to Swanson, and the Parties shall agree upon a commercially agreeable timeframe for implementation.

### 3. Refunds/Chargebacks.

- a. The Parties acknowledge that once an individual submits a transaction to the applicable payment network or otherwise for processing, Swanson cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Swanson are non-refundable to the individual by Swanson. Individuals may have additional refund or chargeback rights under their agreement with the card issuer or applicable law.
- b. In the case of chargebacks or returned funds, Swanson will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Swanson sole

discretion. Upon written request from Swanson, Client agrees to provide requested information needed to pursue the chargeback. The Client will not be liable for chargebacks not disputed by Swanson or for chargebacks upheld through the card association dispute resolution procedure.

- c. If an individual requests a refund, neither the Client nor Swanson will be responsible for making those funds available if they have been already settled to a designated account by Swanson or are beyond Swanson's control. If Client and individual issue inconsistent instructions or requests to Swanson, Client's instructions will control and Client will reimburse, Swanson for its costs incurred as a result of complying with Client's instructions.

4. **Data Security and Privacy.** Swanson will utilize nonpublic personal information of individuals solely to provide the Services and as otherwise permitted by applicable law. For purposes of this Section, "nonpublic personal information" ("NPPI") has the meaning ascribed in the Gramm-Leach-Bliley Act, Title V and applicable regulations thereunder. Swanson and any third parties will comply with the Payment Card Industry Data Security Standards (PCI DSS) and applicable privacy and data security laws and regulations with respect to the Services.

5. **Termination.** This Addendum may be immediately terminated by either Party, in its sole discretion: (i) in the event either Party has not cured a breach of this Addendum within (30) days of written notice of such purported breach from the non-terminating Party; or (ii) for its convenience at any time upon at least ninety (90) days written notice to the other Party. Termination of the Addendum does not affect either Party's respective rights or obligations as to any Transaction submitted for processing prior to termination.

6. **Indemnification.** Each Party (the "Indemnifying Party") agrees to reimburse, indemnify and hold harmless the other Party (the "Indemnified Party") and its subsidiaries and affiliates, and their respective directors, officers, members, managers, employees, agents, successors and assigns from and against all losses, claims, damages, actions, suits, proceedings or judgments, including costs, expenses and reasonable attorneys' fees assessed against or otherwise incurred by the Indemnified Party arising,

in whole or in part, from claims by a third party (a) arising from the Indemnifying Party's gross negligence or willful misconduct; (b) material breach of this Addendum by Indemnifying Party; or (c) violation of any applicable laws, rules, regulations or ordinances by the Indemnifying Party. Indemnification provided in this Section does not apply to any claim or complaint to the extent caused by a Party's own gross negligence or willful misconduct. This Section survives termination of this Addendum.

**7. Limitation of Liability; No Other Warranty.**

OTHER THAN SWANSON'S OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL SWANSON'S AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS ADDENDUM EXCEED THE AMOUNT OF SERVICE FEES PAID TO SWANSON FOR THE TRANSACTIONS RELATING TO THE CLAIM. THE FOREGOING LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM OR THE FORM OF THE ACTION EMPLOYED, WHETHER IN CONTRACT, WARRANTY, TORT OR OTHERWISE. IN NO EVENT WILL SWANSON BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME OR LOST REVENUE WHETHER BASED IN CONTRACT, TORT, OR ANY OTHER THEORY. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS ADDENDUM, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY

IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. **Marketing.** Swanson and Client agree to work together on marketing initiatives to support the Services. Materials representing, promoting or referring to the Services will not be utilized or distributed until approved in writing by both Parties, not to be unreasonably withheld.
9. **Customer Support/Complaints.** Swanson agrees to provide customer service related to the Services offered through the website or other customer interfaces provided by Swanson and responding and resolving claims, inquiries or complaints arising out of the acceptance and settlement of Transactions. Client agrees to provide customer service related to the underlying obligation to the Client, inmate trust account status, and/or payments received by Client, and responding to and resolving all claims, inquiries or complaints arising out of the crediting of the Transaction amount to the Client's inmate trust account or obligations owed by inmates. The Parties agree to cooperate with each other in resolving complaints, with each Party to bear its own costs.
10. **Error/Fraud Prevention and Investigations.** Swanson may utilize various tools to ensure the accuracy of the information transmitted and the validity of the transactions through the Services to reduce errors or fraud, including any changes to user interfaces or systems it deems necessary. Client agrees to cooperate in good faith with investigations by Swanson into errors or fraud or other suspicious transactions.

## GLOBAL TEL\*LINK CORPORATION

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

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BROOME COUNTY  
ATTORNEY'S OFFICE

### INMATE TELEPHONE SERVICE AGREEMENT

This Inmate Telephone Service Agreement ("Agreement") is made by and between Global Tel\*Link Corporation, having its principal place of business at 2609 Cameron Street, Mobile, Alabama 36607 ("Company") and Broome County, with an address at 155 Lt. Van Winkle Drive, Binghamton, NY 13905 ("Premise Provider").

on January 1, 2009

**1. Term.** This Agreement shall be in effect for one (1) year, commencing ~~from the date that is thirty (30) days prior to the date on the first commission check issued pursuant to this Agreement. Unless either party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days from the end of the original or any renewal term, this Agreement shall automatically renew for four (4) additional one (1) year terms.~~

The County shall have the option, at its sole discretion, to renew this agreement for four one year periods each.

**2. Equipment.** This Agreement applies to the installation, management, operation and maintenance of inmate telephones, enclosures, and related equipment furnished by the Company as listed on Exhibit A at the time of execution of the Agreement or during the term of this Agreement, whether existing, newly installed or renovated, located at: 155 Lt Van Winkle Drive, Binghamton, NY 13905 (Facility) and all other facilities under the control of Premise Provider.

The term "Equipment" is defined herein as the inmate telephone set(s) and related equipment, including but not limited to guard posts, concrete pads, mast poles, and site preparation. Where guard posts, concrete pads, enclosures, pedestals, bumper pads, or other property of the Company are installed upon the premises owned or controlled by Premise Provider or any of its agencies or affiliates, such property shall remain in all respects that of the Company. The Company reserves the right to remove or relocate equipment which is subjected to recurring vandalism or insufficient traffic and/or revenue to warrant the continuation of service. The Company shall not exercise such a right of removal or relocation unreasonably. The Company will notify the Premise Provider in writing of its intention to remove or relocate prior to such action. Upon removal of equipment by the Company, the Company shall restore said premise to its original condition, ordinary wear and tear excepted. However, the Company shall not be liable for holes placed in walls, pillars, or floors or other conditions on the premises which resulted from the proper installation of equipment described herein. The Premise Provider may not make alterations or attachments to the Equipment provided under this agreement, unless otherwise mutually agreed upon by all parties.

**3. Services.** At no cost to the Premise Provider, the Company shall provide all management services necessary to implement this Agreement; and shall be responsible for furnishing, installing, repairing and servicing the Equipment; the establishment (if and to the extent required by the Company) and compliance with all tariffs and all rules, regulations, orders and policies of federal and state regulatory authorities applicable to the payphone and automated operator services provided by the Company; the establishment

and maintenance of all billing and payment arrangements with the local and interexchange carriers; the processing of all telephone call records; the performance (alone or through others) of all validation, billing, outclearing and collection services; and the handling of all billing and other inquiries, fraud control, and all other services essential to the performance of the Company's obligations under this Agreement. The Company reserves the right to control unbillables, bad debt and fraud.

**4. Compensation.** Remuneration shall be forty-four percent (44%) of the gross revenue billed or prepaid for all phones covered by this Agreement. Gross Revenue shall mean all revenue generated by every completed call that is accepted by an end user and billed via a local exchange carrier or prepaid to Company. Gross revenue on which monthly commission will be paid does not include: (i) taxes and tax-related surcharges; (ii) credits; (iii) billing recovery fees; and (iv) any amount Company collects for, or pays to, third parties, including but not limited to payments in support of statutory or regulatory programs mandated by governmental or quasi-governmental authorities, such as the Federal Universal Service Fee, and any costs incurred by Company in connection with such programs. Payments shall be paid monthly and mailed directly to the Premise Provider. All commission payments shall be considered final and binding upon the Premise Provider unless written objection is received by the Company in accordance with Section 10 within sixty (60) days of receipt of commission payment by the Premise Provider.

Commission payments will be made to the address listed in this Section, which may be changed by Premise Provider from time to time upon notice to Company in accordance with terms of the notice provision of this Agreement.

Broome County Jail  
155 Lt. Van Winkle Drive  
Binghamton, NY 13905  
Attn: Major Mark Smolinsky

**5. Rates.** The telephone rate structure and surcharge rates shall not exceed the maximum rates as authorized by the state's telecommunication regulatory authority and the Federal Communications Commission (FCC). Any rate changes mandated by the state/local regulatory authority and/or the FCC which adversely affect this Agreement shall entitle the Company to, at its option, renegotiate or cancel this Agreement in accordance with Paragraph 18 below.

**6. Records & Confidentiality.** The Company shall maintain records sufficient to permit proper determination of funds due the Premise Provider. Such records shall be made available to the Premise Provider for review upon request. During and after the term of this Agreement, including any renewal period(s), the Company shall recognize and protect the confidentiality of all information regarding the inmate telephone station location provided by Premise Provider, including revenue and remuneration paid to the Premise Provider, and shall not disclose such information to any party other than the Premise Provider and the Company, except through the express, written consent of the Premise Provider.

The revenue payment and reporting cycle will be a maximum of 45 days following the end of the previous month. Both summary and detail reports will be provided. The original reports and payment will be mailed directly to the Premise Provider. The following information will be provided for each location by telephone number:

- Total Calls
- Total minutes of use

- Type of call
- Total usage revenue

**7. Further Assurances.** During the term of this Agreement, including any renewal period(s), Premise Provider agrees to:

- (a) Reasonably protect the Equipment against willful abuse and promptly report any damage, service failure or hazardous conditions to the Company.
- (b) Provide, at its expense, necessary power and power source, and provide suitable space, accessible to the users.
- (c) Permit reasonable access to its respective facilities without charge or prejudice to Company employees or representatives, patrons, or consignees.
- (d) Premise Provider represents and warrants that it has legal authority to enter into this Agreement and to make all decisions concerning the providing of space and the installation and use of the Equipment at the Facility; and agrees that during the term of this Agreement, including any renewal period(s), the Company shall have the exclusive right to provide Inmate and/or payphone service at the Facility provided, however, that the Company may choose not to exercise this exclusive right.
- (e) During the term of this agreement, Premise Provider agrees it will not allow other pay telephones or inmate telephones to either remain or be installed at the facility's property. This is to include any additional inmate telephones required to facilitate Premise Provider's expansion at its present or future location(s) during the term of this Agreement and any extensions of this Agreement.
- (f) Stipulate that Company has no responsibility to advise Premise Provider with respect to any applicable law, regulation, or guideline that may govern or control telephone call recordation or monitoring by Premise Provider, or compliance therewith. Premise Provider has its own legal counsel to advise it concerning any and all such applicable law, regulation, or guideline, and compliance therewith. Company disclaims any responsibility to provide, and in fact has not provided, Premise Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premise Provider agrees to indemnify, defend, and hold Company harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company by any person arising out of failure of Premise Provider to comply with such applicable law, regulation or guideline.
- (g) Acknowledge that all call detail records (CDRs) and call recordings contained in the inmate telephone system equipment provided by Company to Premise Provider are the exclusive property of the Premise Provider for the term of this Agreement and any resulting extensions of this Agreement.

**8. Title.** Title to Equipment hereunder shall be and at all times remain in the Company.

**9. Relocation.** Equipment shall not be disconnected or moved by Premise Provider from the location in which it is installed. By agreement of all parties, installed Equipment may be relocated by the Company.

**10. Notices.** Any notice, demand, request, approval or other communication (a "notice") which, under the terms of this Agreement or by law, must or may be given by either party, must be in writing, and must be given by personally delivering or mailing the same by registered or certified mail, return receipt requested, to the respective parties as follows:

**To Company:**

**Global Tel\*Link Corporation**

12021 Sunset Hills Road

Suite 100

Reston, Virginia 20190

Phone: (703) 955-3915

Fax: (703) 435-0980

**ATTN: Dorothy E. Cukier, Esq.**

**To Premise Provider:**

**Broome County Jail**

155 Lt. Van Winkle Drive

Binghamton, NY 13905

Phone: 607-778-8865

Fax:

**ATTN: Major Mark Smolinsky**

**11. Governing Law.** The construction, interpretation and performance of this agreement and all transactions under it shall be governed by the domestic laws of the State of, New York

**12. Indemnification & Consequential Damages.** Each party shall indemnify the other from any loss, cost, damage, expense, or liability arising out of the performance of this Agreement and caused, in whole or in part, by the acts or omissions, negligence or fault, of the indemnifying party, except to the extent such loss, cost, damage, expense, or liability arises from the acts of omissions, negligence or fault of the other party; provided, however, that the Company shall not be liable for interruption of telephone service from any cause.

Neither party hereunder shall be liable to the other for any consequential or indirect loss, including but not limited to loss of profits, telephone or business interruption, howsoever caused and even if due to the negligence, breach of contract or other fault of the respective parties. Company's liability under this Contract shall in no event exceed the total Contract value or \$500,000, whichever is lesser.

Company agrees to provide insurance coverage per the attached requirements.

**13. Risk of Loss.** The Company and its insurers, if any, shall relieve Premise Provider of all risks of loss or damage to the Equipment during the periods of transportation, installation and operation of the Equipment. However, Premise Provider shall be responsible for loss or damage to Equipment in its possession caused by fault or negligence of Premise Provider or its employees.

**14. Default.** In the event any party shall be in breach or default of any terms, conditions, or covenants of this agreement and such breach or default shall continue for a period of thirty (30) days after the giving of written notice thereof to any party by the other, then in addition to all other rights and remedies of law or equity or otherwise, the offended party shall have the right to cancel this agreement without charge of liability.

**15. Assignment.** This agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including any new administration or head of Premise Provider; provided, however, that neither party shall assign this Agreement or any interest herein without the other's prior written consent, except that the Company shall have the right to assign this Agreement or any interest herein at any time to any parent, successor, subsidiary, or affiliate of the Company without the consent of the Premise Provider.

**16. Independent Contractor.** The Company acknowledges that it is an independent contractor and that nothing contained in this Agreement or the relationship of the parties is intended to or shall create a partnership or joint venture or agency relationship of any kind between the parties. This agreement shall not be constructed as a contract of agency or employment. Company shall be solely responsible and liable for compliance with all laws, rules and regulations and payment of all wages, unemployment, social security and other payroll taxes relating to Company's employees including contribution from such persons, when required by law.

**17. Solicitation.** The Premise Provider acknowledges that no officer or employee of the Company has been employed, induced, or directed by Premise Provider to solicit or secure this agreement with the Company upon agreement, offer, understanding, or implication involving any form of remuneration whatsoever. Premise Provider agrees, in the event of an allegation of substance (the determination of which will be solely made by the Company) that there has been a violation hereof, Premise Provider will cooperate in every reasonable manner with the Company in establishing whether the allegation is true. Notwithstanding any provisions of this agreement to the contrary, if a violation of this provision is found to have occurred and is deemed material by the Company, the Company may terminate this agreement.

**18. Force Majeure.** Neither party to this Agreement shall be responsible or liable to the other for delays or inability to act or perform their obligations under this contract due to circumstances, events or acts of others beyond their reasonable control, including, but not limited to, acts of God, fire, flood, storm, hurricane, tornado, theft of equipment, or changes in regulatory rules or regulations affecting the ability of either party to reasonably carry out its obligations under this Agreement. It is agreed and understood that this Agreement will be subject to termination by either party upon sixty (60) days notice to the other should there be imposed upon Premise Provider or Company any rule or regulation by any state, federal or local regulatory agency which would substantially adversely affect the operation of the equipment or service provided hereunder.

**19. Dispute Resolution.** Premise Provider and Company agree that any disputes or claims arising under this Agreement shall be resolved through alternative dispute resolution means in the following manner:

- (a)** Initially, the parties shall engage in non-binding mediation. Mediation shall be held in Mobile, Alabama, USA or such other site as is mutually agreed to by the parties. The mediator shall be jointly appointed by the parties and shall have expertise in commercial dispute resolution.
- (b)** In the event the dispute or claim is not satisfactorily resolved through mediation within ninety (90) days of notice of such claim or dispute by a party, the parties agree to submit such dispute or claim to binding arbitration. Arbitration shall be held in Mobile, Alabama, USA or such other site as is mutually agreed to by the parties. If Premise Provider is a foreign (non-US) corporation and delivery of the goods under

~~This agreement is to a foreign (non-US) destination, then the commercial arbitration rules of the International Chamber of Commerce shall apply. In all other instances the commercial arbitration rules of the American Arbitration Association shall apply. Any judgment, decision or award by the arbitrators shall be final and binding on the parties and may be enforced in any court having jurisdiction over a party against whom any such judgment, decision or award is to be enforced. The parties specifically and knowingly waive any rights under State or Federal constitutions or statutes which grant a party the right to trial by jury for any claims that might arise under this agreement or which purports to give a party the right to appeal an arbitrator's judgment, decision or award.~~

~~(c) The parties shall bear their own costs and expenses (including attorney's fees) for any mediation or arbitration, unless otherwise directed by the mediator or arbitrator.~~

**20. Survival.** Sections 7(f), 8, 11, and 12 shall survive the expiration or earlier termination of this Agreement.

**21. Entire Agreement.** This Agreement constitutes the entire agreement between the Premise Provider and the Company and supersedes all other agreements between the parties pertaining to the subject matter hereof.

**22. Amendment.** No course of dealing between the parties, their employees, agents or representatives, shall vary any of the terms hereof. This Agreement may be modified, amended, or supplemented only by a written agreement executed by the parties.

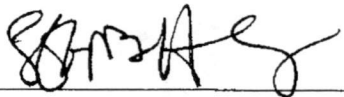
**23. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract.

[Signature Page Follows]

IN WITNESS WHEREOF, the foregoing Agreement has been executed by the parties hereto,  
this 26 day of January, 2009.

**Company**

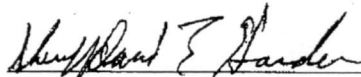
**Global Tel\*Link Corporation**

  
Signature

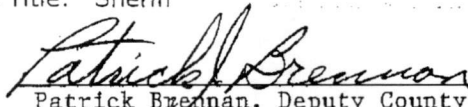
Name: Jeffrey B. Haidinger  
Title: President, Services

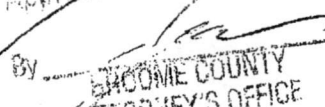
**Premise Provider**

**Broome County Jail**

  
Signature

Name: David Harder  
Title: Sheriff

  
Patrick Brennan, Deputy County Executive  
BAC 1/14/09

ADMITTED TO FILE  
By   
BROOME COUNTY  
ATTORNEY'S OFFICE

## Exhibit A

### **Facility Name and Address:**

#### **Broome County Jail**

155 Lt. Van Winkle Drive

Binghamton, NY 13905

### **Actual on-site equipment:**

The installation of software and/or hardware on Company provided Equipment is not approved. System conditions can change and become unstable with the addition of software other than that installed by the Company. The Company does not warranty, troubleshoot, or maintain any system that contains software installed by a third party. The Company assumes no liability for any data stored on the Equipment which is not directly related to the Services provided under this Agreement.

Company also does not furnish, maintain or provide consumables for peripheral equipment associated with the Inmate Telephone System. Consumables consist of items such as printer paper, cassette tapes, compact disks, etc.

### **List of On Site Equipment**

Note: Replacing Securus equipment (Combridge) with the GTL Laser Net

- ❖ 60 Inmate phones (equipment in place)
- ❖ 5 years On-line Recording Storage
- ❖ 2 Desktop workstations
- ❖ 5 VPN Licenses
- ❖ 1 TDDs
- ❖ 1 Public Payphone (in place)

12021 Sunset Hills Road, Ste. 100  
Reston, Virginia 20190  
Tel. 703-955-3915  
Fax 703-435-0980  
Web <http://www.globaltellink.com>

## LETTER OF AGENCY

DATE: \_\_\_\_\_

TO WHOM IT MAY CONCERN:

WE HAVE ENTERED INTO AN AGREEMENT WITH **GLOBAL TEL\*LINK, CORP.**, PRIVATE PAY PHONE VENDOR, TO ACT AS OUR COMMUNICATIONS REPRESENTATIVE WITH:

\_\_\_\_\_ (LOCAL EXCHANGE CARRIER)

FOR OUR TELECOMMUNICATIONS SERVICE LOCATED AT (EXACT ADDRESS(ES) OF JAIL FACILITY(IES):

**Broome County Jail**

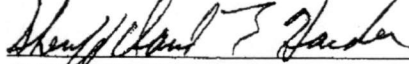
155 Lt. Van Winkle Drive  
Binghamton, NY 13905

UNDER THE TERMS OF THIS AGREEMENT AND BY THIS LETTER, WE DO HEREBY AUTHORIZE **GLOBAL TEL\*LINK, CORP.** TO DO THE FOLLOWING:

(X) REQUEST DISCONNECTION OF EXISTING COIN/INMATE TELEPHONES

(X) INSTALL PHONES ON THEIR OWN BEHALF

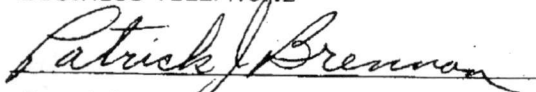
THIS AUTHORIZATION DOES NOT PRECLUDE OUR ABILITY TO ACT IN OUR OWN BEHALF WHEN WE DEEM NECESSARY.

  
AUTHORIZED SIGNATURE

David E. Harder  
PRINTED NAME

Sheriff  
TITLE

607-778-1911  
BUSINESS TELEPHONE

  
Patrick Brennan, Deputy County Executive

  
BY  
BROOME COUNTY  
ATTORNEY'S OFFICE

**AMENDMENT TO THE  
INMATE TELEPHONE SERVICES AGREEMENT**

This Amendment ("Amendment"), takes effect as of the date signed by all the parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Services Agreement, dated January 26, 2009, as amended from time to time (the "Agreement"), by and between Global Tel\*Link Corporation, with an address of 12021 Sunset Hills Road, Suite 100, Reston, Virginia 20190 ("Company"), and the Broome County Jail, with an address of 155 Lt. Van Winkle Drive, Binghamton, NY 13905 ("Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, Company and County previously entered into that certain Agreement and the parties would like to amend the Agreement as provided for herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations set forth below, and for other good and valuable consideration the sufficiency of which is acknowledged by the parties, the parties hereby amend the Agreement as follows:

1. The Parties agree to extend the term of the Agreement for an additional three (3) years, commencing on the Effective Date of this Amendment. Thereafter, the Agreement may be extended for two (2) additional one (1) year renewals.
2. The Company has agreed to provide the Premise Provider with tablets, as more fully described in Exhibit A attached hereto, which contains the product specific terms and conditions for the Enhanced Services - IP Enabled Tablets.
3. Except as set forth above, there is no other revision to the Agreement or the obligations of either party, and the Agreement remains in full force and effect.
4. In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions contained of this Amendment will control.

**AGREED TO:**

XXXXXX

By: [Signature]  
Name:  
Title:  
Date: 14 Feb 2019

**GLOBAL TEL\*LINK CORPORATION**

By: [Signature]  
Name: Jon Walker  
Title: VP  
Date: 2/13/19

**EXHIBIT A**  
**Service Schedule**  
**Enhanced Services - IP-Enabled Tablets**

1. **Applicability.** This Service Schedule applies only to the enhanced services referenced. Where "Company" is used in this Service Schedule, it will mean GTL Enhanced Services.

2. **Definitions.** Capitalized terms used and not otherwise defined will have the meaning set forth in the Agreement.

"Agreement" means the contract to which this Service Schedule is attached.

"Enhanced Services" means enhanced communications, information services, educational, and entertainment products (as defined below).

"IP-Enabled Tablets" (or "Tablets") means a tablet device capable of allowing access to Enhanced Services.

3. **Deployment Locations.** Enhanced Services will be deployed at the Customer's Location (individually "Location" and collectively "Locations"). Company reserves the right to terminate Enhanced Services at any Location and all Locations if equipment is subjected to recurring vandalism or there is insufficient revenue to warrant the continuation of Enhanced Services at such Location(s), including the failure by Company to recover the Expenditure (as defined below) for Enhanced Services within twelve (12) months following the deployment of Enhanced Services at the Locations.

4. **Company Provided Equipment, Services and Cabling.** Company will supply equipment, hardware, circuits, and cabling to deploy Enhanced Services at the Locations at no cost to Premises Provider. Premises Provider agrees to pull all cabling for wireless access points and charging stations. Company is responsible for termination of cabling. Company will retain all right, title, and interest in and to all equipment (including any associated hardware and software), and services supplied. Cabling will become the property of the Premises Provider upon the expiration of the Agreement. Upon termination of Enhanced Services at any Location(s), Premises Provider will collect and deliver to Company all Tablets and related equipment assigned to the Location(s) and provide Company a reasonable opportunity to collect all associated equipment and hardware (except cabling).

5. **Support and Maintenance.** Company will provide all support and maintenance services for Enhanced Services, including the Tablets, subject to the limitations described herein. Company will respond promptly to all support requests; provided, however, that reports or requests involving the security features of the Tablets will have priority. Premises Provider acknowledges that the resolution of certain hardware and software events will be subject to supply chain lead times, and that Tablets will not be available while being repaired or maintained. The Premises Provider will permit Company authorized personnel access to the equipment, information, data, data communication services, and communication lines required for the installation, operation, and/or maintenance of Enhanced Services, at such times and for such purposes as reasonably necessary or appropriate to permit Company to perform its obligations herein.

6. **Tablets.** Company will supply Tablets as set forth in Section 3 for the Term of the Agreement, subject to the following limitations and conditions. Tablets shall at all times remain the sole and exclusive property of Company. Each inmate provided with access to a Tablet must agree to accompanying terms and conditions to be granted use of the Tablet. Company will install Tablet charging enclosures

(individually "Station" and collectively "Stations") at locations agreed upon by the Parties. Company will install access points to enable access within each Location, as reasonably permitted by layout and other characteristics of the Location.

a. Enhanced Services. Company will provide the following Enhanced Services via the Tablets:

- i. Content. Company will make available certain content through the Tablets, including music, games, electronic messaging, eBooks ("Content"). Content will be provided on a per minute basis access. Content will be supplied on a rolling basis as soon as reasonably practicable following deployment of Enhanced Services. Company reserves the right to add, alter or discontinue any Content.
- ii. Video Visitation. Remote video visitation with sixty (60) days online recording storage
- iii. Inmate Accounts. All Tablet usage may be purchased with money from an Inmate Account, which is funded by inmates or their families or friends (individually "Inmate Account" and collectively "Inmate Accounts"). Inmates fund the Inmate Account by transferring monies from their trust account. Inmate friends and Family fund an inmate's Inmate Account by deposits made through Company consumer channels. Transaction Fees may apply. Funds in an Inmate Account may only be returned to an inmate upon termination of Enhanced Services at all Locations or upon an inmate's release. Inmate friends and family deposits are final.

b. Company Obligations. Company will provide one headset to each inmate who has access to a Tablet, and will supply replacement silicon earbuds for purchase by the inmate through Premises Provider's commissary service. Company shall have the discretion to select the brand, type, and other specifications of the Tablets, including the specific services and applications available on the Tablets, and may replace, upgrade, or substitute any or all of the Tablets at any time. Company may also change the number of Tablets deployed.

c. Premises Provider Obligations. A Premises Provider must allow: (i) installation and use of a multiple channel wireless network within the 2.4GHz and 5 GHz bands at all Locations; (ii) use of wired headphones and lithium batteries for the Tablets; and (iii) installation of Tablet charging enclosures; and (iv) access to no less than 80% of its inmate to paid Content subject to the payment by the inmate of Content usage fees listed herein. In addition, Premises Provider must: (1) distribute the Tablets to inmates according to its established protocol and procedures and shall use best efforts to ensure that the Tablets are used for their intended purposes; (2) allow and facilitate the sale of Headsets, silicon earbuds and other Tablet accessories through its commissary without mark up; (3) facilitate the collection, testing, and re-distribution of accessories, including headsets, and silicon earbuds (4) allow the creation of Inmate Accounts for inmates and the use of the accounts for payment of Content usage and video visitation fees; (5) allow inmate family and friends to make deposits into Inmate Accounts; (6) facilitate the integration of Inmate Accounts and commissary accounts for the real-time exchange of funds, at no charge to Company by either Premises Provider, or its third-party vendors, if any; (7) facilitate the recycling and reuse of Tablets; (8) provide Company with secure space to store Tablets and other Company equipment associated with Enhanced Services; (9) provide at its expense all necessary power and power source; (10) designate a single point of contact authorized to act on behalf of the Premises Provider on all matters involving Enhanced Services, including reporting to Company any damage or malfunction with equipment; and (11) distribute one (1) headset to each inmate who is provided with access to a Tablet the first time. Premise Provider will not allow any third-party to, tamper with or otherwise modify the Tablets or associated

software, or connect the Tablets or associated software to any hardware or software that is not provided by Company for use with Enhanced Services.

7. **Enhanced Services and Accessories Rates.** Company may apply the following charges on Enhanced Services and the use of the Tablets; provided, however, Company may in its discretion change any pricing. Taxes, and regulatory and other mandated fees may also apply.

- a. Inmate Content Access: \$0.05 per minute
- b. Video Visitation Services:  
\$0.25 per minute Remote Visit Price
- c. Replacement Headphones or Earbuds: \$4.00
- d. Messaging From Inmate Family and Friends (charged to inmate family and friends):
  - i. \$0.25 per written message.
  - ii. \$0.50 per photo attachment (in addition to charge for any written message, if provide)

8. **Tablet Commissions.** Company will pay Premises Provider a commission as follows. Company will pay monthly a sum equal to twenty percent (20%) of gross revenue received from the per minute rate charged to inmates for access to the Tablet, excluding video ("Content Revenue") contingent upon a minimum of eighty percent (80%) of Premises Provider's inmates having reasonable access to the Tablets. Company will also pay Premise Provider monthly a sum equal to twenty percent (20%) of the gross revenue received from billable video visitation services. Tablet Commission payments will be completed monthly, and all Tablet Commission payments will be final and binding upon the Premises Provider unless written objection is received by the Company within sixty (60) days of receipt of commission payment by the Premises Provider.

9. **Additional Terms**

- a. **Monitoring and Recording.** Premises Provider acknowledges that the Enhanced Services provide Premises Provider with the ability to monitor and/or record use of the Tablets, including the ability to monitor and record communication made through the Tablets, and monitor content streamed on the Tablets. Premises Provider further acknowledges and agrees that Company has no responsibility to advise Premises Provider with respect to any law, regulation, or guideline that may govern or control the recordation or monitoring by Premises Provider of the use of the Tablets, or compliance therewith. Premises Provider has its own legal counsel to advise it concerning any and all such law, regulation, or guideline, and compliance therewith, and makes its own determination on when and how to use the monitoring and recording capabilities supplied through the Agreement. Company disclaims any responsibility to provide, and in fact has not provided, Premises Provider any legal advice concerning such applicable law, regulation, or guideline, or compliance therewith. Premises Provider agrees to indemnify, defend, and hold Company and its affiliates harmless from any liability, claims, suits, proceedings, damages, costs, and expenses (including attorney's fees) relating to any claims made against Company arising out of failure of Premises Provider (or the Company at the direction of the Premises Provider) to comply with such law, regulation or guideline.
- b. **Exclusivity and Right of First Refusal.** Premises Provider will not allow any products or services that compete with those supplied by Company during the term of the Agreement to be, or to remain, installed at any Premises Provider facilities, including present and future Premises Provider locations. Company will have the exclusive right to provide the products

and services implemented at Premises Provider facilities through the Tablets, and otherwise through the Agreement, and those other inmate communication, educational or entertainment products or services sought by Premises Provider during the term of the Agreement, including any products or services that may be delivered through a Tablet, whether the products or services are for inmates located at a Premises Provider facilities or at third-party facilities; provided, however, that Company may choose to not exercise this exclusive right. Company will also have the exclusive right to provide Premises Provider the products and services delivered under the Agreement for the period after its termination if Company matches the material financial and services conditions of a bona fide offer of any third party to provide these products and services, or any portion thereof, that Premises Provider is prepared to accept. Premises Provider will provide Company with the terms of such third-party offer in writing and no less than ten (10) business days to exercise its rights herein. Upon exercise by Company, the Agreement will renew with the modified financial and services terms for the extended period contemplated by the third-party offer.

c. **Limitation of Liability**

COMPANY AND ITS AFFILIATES AND SUPPLIERS WILL IN NO WAY BE RESPONSIBLE, OR LIABLE FOR, AND COMPANY IN NO WAY, GUARANTEES THE SAFETY, EFFICACY OR USE OF, THE TABLETS, HEADPHONE CORDS, OR OTHER ACCESSORIES, OR THE USE OF ANY DEVICE OR ACCESSORY IN ANY RELATED ACTIVITIES BY ANY TABLET SERVICE USERS, INMATES OR PREMISES PROVIDER PERSONNEL. FURTHERMORE, COMPANY AND ITS SUPPLIER ARE IN NO WAY RESPONSIBLE FOR ANY PHYSICAL HARM OR OTHER INJURY, FORESEEN OR UNFORESEEN, IN THE USE OF THE TABLETS, HEADPHONES, OR RELATED ACCESSORIES. PREMISES PROVIDER IS SOLELY RESPONSIBLE FOR KEEPING CORDS AWAY FROM THOSE WHO PRESENT RISK TO THEMSELVES OR OTHERS.

EXCEPT AS OTHERWISE EXPRESSLY STATED IN THE AGREEMENT, ENHANCED SERVICES AND EACH OF ITS COMPONENTS, INCLUDING THE TABLETS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND SUPPLIERS, AND THEIR RESPECTIVE AFFILIATES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND LACK OF VIRUSES, AND ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY OF ENHANCED SERVICES. COMPANY DOES NOT WARRANT THAT ENHANCED SERVICES WILL MEET YOUR REQUIREMENTS, BE ERROR-FREE OR THAT ALL ERRORS MAY BE CORRECTED. COMPANY DOES NOT WARRANT THAT USE OF ENHANCED SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED AND COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INTERRUPTION OF TRANSMISSION IN CONNECTION WITH ENHANCED SERVICES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COMPANY OR ITS SUPPLIERS OR LICENSORS, OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF REVENUE OR PROFITS, OR FOR BUSINESS INTERRUPTION RELATING TO OR ARISING OUT OF ENHANCED SERVICES.

INCLUDING THE TABLETS, EVEN IF COMPANY HAS BEEN ADVISED OF THE  
POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS, EXCLUSIONS  
AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY  
APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

## AMENDMENT #2 TO INMATE TELEPHONE SERVICES AGREEMENT

This Amendment #2 ("Amendment") takes effect as of the date signed by all parties listed in this preamble ("Effective Date"), amends and revises that certain Inmate Telephone Services Agreement dated January 23, 2009, as amended from time to time (the "Agreement"), by and between **Global Tel\*Link Corporation**, with an address of 3120 Fairview Park Drive, Suite 300, Falls Church, Virginia 22042 (the "Company"), and the **Broome County Jail**, with an address of 155 Lt. Van Winkle Drive, Binghamton, NY 13905 (the "Premises Provider") (Company and Premises Provider collectively, the "Parties" and each a "Party"). All capitalized terms not defined herein shall have the definitions set forth in the Agreement.

**WHEREAS**, the Parties previously entered into that certain Agreement and have agreed to amend the Agreement as provided for herein.

**NOW, THEREFORE**, in consideration of the promises and covenants set forth in this Amendment, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties' signatures, the Parties agree as follows:

1. The Parties agree to extend the term of the Agreement for an additional three (3) years from the current Agreement end date of February 19, 2022 to February 19, 2025. Thereafter, the Agreement may be extended for two (2) additional one (1) year renewals.
2. Company shall provide a sufficient number of Tablets to allow each inmate access to a Tablet, on a 1:1 Table-to-Inmate ratio, based on the current ADP of 430 inmates at the Location, plus an additional ten percent (10%) spare number of Tablets. Company will add tablets as needed should Premises Providers ADP increase during the duration of the Agreement.
3. Company shall provide thirteen (13) magnetic charging carts to Premises Provider.
4. Company shall upgrade all Tablets to permit magnetic charging when this feature is available for general distribution, not to exceed the first calendar quarter of 2022.

In the event of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained herein, the terms and conditions contained herein shall control. Except as set forth in this Amendment, the Agreement remains in full force and effect, without modification or amendment, and is hereby ratified and confirmed. This Amendment may be executed in multiple counterparts, each of which shall be an original, and all of which shall be one and the same contract. Original signatures transmitted by facsimile or electronic mail shall be effective to create such counterparts. Each person whose signature appears below warrants and represents that they have the requisite authority to execute this Amendment on behalf of the entity for which they are signing.

**IN WITNESS WHEREOF**, the foregoing Amendment has been executed by the Parties as of the latest date listed below.

Company  
Global Tel\*Link Corporation

By: *Maribeth Kuznia*  
Name: Maribeth Kuznia  
Title: Contracts Manager  
Date: 18-JAN-2022

Premises Provider  
Broome County Jail

By: *David E. Harder*  
Name: DAVID E. HARDER  
Title: SHERIFF  
Date: 18 Jan. 2022