

COMMISSARY SERVICES AGREEMENT

This Agreement ("Agreement") is made by and between CCCC, LLC DBA Cameron CCC, LLC, and Cameron County Sheriff, [REDACTED] ("Customer") (collectively, the "Parties").

Cameron CCC, LLC is in the business of supplying food and other related commissary items and services to inmate commissary departments of correctional facilities; and,

The Parties wish to enter into a Commissary Services Agreement to facilitate the ordering of commissary items by inmates and the operation of and payment for commissary (collectively, "Commissary Services").


Therefore, in consideration of the mutual promises and conditions herein contained, the Parties agree as follows:

1. **OPERATION OF COMMISSARY BY CUSTOMER.** Customer agrees that during the term of this Agreement, it will, at its own expense: (a) provide personnel to operate the computer equipment, as listed in Exhibit A ("Computer Equipment") and the proprietary software, (b) manage and reconcile the funds in the Inmate Trust Accounts; and (c) deliver the completed commissary orders to the individual inmates.

1.1 **OPERATION OF COMMISSARY BY CAMERON CCC, LLC.** Cameron CCC, LLC agrees that, on an agreed schedule, will download all inmate orders for commissary items. will bag, box, ship and distribute such commissary items to the Customer for distribution to the inmates and invoice Customer for all such purchases in accordance with Section 3.0. In addition, Cameron CCC, LLC will keep the Computer Equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

2. **HARDWARE/SOFTWARE.** During the term of this Agreement, Cameron CCC, LLC shall supply Customer with the Computer Equipment and proprietary Software as listed in **Exhibit A**. Customer agrees to return all Computer Equipment and proprietary Software to Cameron CCC, LLC in workable order upon contract termination. Cameron CCC, LLC hereby grants to Customer a non-exclusive, royalty-free license to use the proprietary Software during the term of this Agreement. All software supplied by Cameron CCC, LLC is proprietary and shall at all times remain the property of Cameron CCC, LLC and partners with title and all rights vested in and retained by Cameron CCC, LLC and partners. Customer hereby agrees that it will NOT disclose, reproduce, transfer, alter, reverse-engineer, decompile or use the proprietary Software and/or documentation for any purpose, other than those specifically allowed by the terms of this Agreement. All hardware installed by Cameron CCC, LLC and partner shall remain the property of Cameron CCC, LLC and partner unless otherwise expressly agreed to by the Parties in writing.

3. **PAYMENT.** Cameron CCC, LLC will invoice Customer on a weekly basis for all commissary items purchased. Customer shall pay such invoices in accordance with Cameron CCC, LLC's standard credit terms (NET 30 DAYS).

 *MLC*

4. **COMMISSION.** Customer will be paid a commission for the services to be provided under this Agreement equal to \$400,000 guaranteed commission based on 45% commission of the gross commissionable commissary sales for Option 1 and \$350,000 guaranteed commission based on a 45% commission of the gross commissionable commissary for Option 2. "Gross Commissionable Commissary Sales" is defined as gross commissary sales minus the sales of noncommissioned commissary items as listed in **Exhibit B** of this Agreement. In the event that the inmate's trust account funds available to purchase commissary products are inhibited in any way by a change in policy or law, the commission paid to Customer shall be reduced accordingly by Cameron CCC, LLC after negotiation with Customer.

5. **MENU.** Commissary item selection and pricing will be agreed upon by Customer and Cameron CCC, LLC. Commissary item menu selection and price adjustments shall be reviewed as needed, but no less than annually, by Cameron CCC, LLC. All changes must be approved by Customer.

6. **PAYMENT SERVICES.** This Agreement includes Access Corrections® Secure Payment Services, the terms of which are memorialized in Exhibit C, entitled "Payment Services", attached hereto and incorporated herein. Access Corrections will facilitate payments to Inmate Trust Accounts via website, toll-free phone number, walk-in provider(s) and/or kiosk(s) placed in mutually agreeable site(s) within Customer's facility. Customer will provide electrical power to operate the kiosk(s) and Access Corrections will provide the network connectivity. Access Corrections will guarantee all transactions and will send, via ACH, monies to the Customer designated bank account in accordance with the terms and conditions provided for in Exhibit C. Except as provided for herein, no fees for this service will be borne by Customer.

7. **SECURE RELEASE SERVICE.** This Agreement includes Access Correction's Secure Release™ Service, the terms of which are memorialized in Exhibit D, entitled "Secure Release Prepaid Debit Card Release", attached hereto and incorporated herein. Except as provided for herein, no fees for this service will be borne by Customer.

8. **PACKAGE PROGRAM.** This Agreement includes Access Securepak® Inmate Package Program Service. Securepak shall process and deliver orders placed through its Access Securepak website on the terms and conditions provided therein. Customer will be paid a commission for this service equal to 30% of all final Securepak sales made on behalf of inmates at Customer's facility minus any sales tax, returns, processing fee, refunds and/or chargebacks resulting from or arising out of the sales. Customer agrees that Cameron CCC, LLC may charge a processing fee for each order which may be amended by Cameron CCC, LLC from time to time.

9. **TERM & TERMINATION.** This Agreement shall become effective as of the 31st day of July 2021 and shall continue in effect for a period of three (3) years (the "Base Term"). The Agreement will automatically renew for successive one-year terms thereafter, unless either party to this Agreement gives notice in writing to the other party no less than ninety (90) days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement. If either party shall refuse, fail or be unable to perform or observe any of the



terms or conditions of this Agreement for any reason other than Excused Performance reasons defined herein, the party claiming such failure shall give the other party a written notice of such breach. If within thirty (30) days from such notice the failure has not been cured, or the failure is such that it may not be cured within thirty (30) days and the party in breach has not commenced the cure within thirty (30) days and continuously pursued the cure, then the injured party may cancel the Agreement. Within thirty (30) days after termination of this Agreement, Customer shall, at Cameron CCC, LLC's option, return all Computer Equipment and proprietary Software, and certify such removal and return in writing to Cameron CCC, LLC. All monies due the Parties at the time of termination shall be paid to the respective party within thirty (30) days after the effective date of the termination of services.

10. **EXCUSED PERFORMANCE.** In case performance of any term or provision herein (other than payment of money) shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority, either local, state, federal, or because of riots, war, public disturbances, strikes, lockouts, differences with workmen, fires, floods, Acts of God, or any other reason whatsoever that 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 during the period such cause continues, and extend the term of this Agreement for the period of such suspension of the performance of duties thereunder.

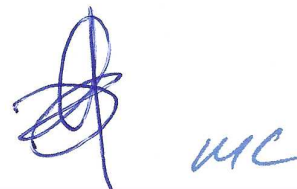
11. **CUSTOMER'S RESPONSIBILITIES.** Customer shall promptly notify Cameron County sheriff [REDACTED] of any changes in Customer's hardware systems, software or operating procedures that interact in any fashion with Cameron CCC, LLC's supplied hardware, software or its operating procedures.

12. **GOVERNING LAW.** Both parties to this Agreement irrevocably: (i) consent and submit exclusively to the jurisdiction of the courts of the State of Texas, County of Cameron.

13. **ENTIRE AGREEMENT-WAIVER.** This Agreement and its Exhibits constitute the entire Agreement between the Parties with respect to the provision of Commissary (and Payment, where applicable) Services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of any provision shall be valid unless in writing and signed by the duly authorized officers of both Cameron CCC, LLC and Customer. This Agreement supersedes all other agreements, negotiations, conversations and representations between the Parties for the provision of Commissary (and Payment, where applicable) Services.

14. **ASSIGNMENT.** Except in the case of a merger, reorganization, change in control, or sale of all or substantially all assets or equity, neither Party shall have the right to assign or otherwise transfer its rights and obligations under this Agreement except with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

15. **INDEMNIFICATION.** Cameron CCC, LLC shall indemnify Customer against any claim, action, suit, demand, damage, liability, loss, or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Cameron CCC, LLC's

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negligent performance of its obligations under this Agreement, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Customer, its agents or employees. Customer shall indemnify Cameron County Sheriff, [REDACTED] and Cameron County against any claim, action, suit, demand, damage, liability, loss or judgment, including reasonable attorney's fees and costs, which arise out of, relate to or result from Customer's negligent, intentional or willful acts or omissions, except to the extent such claims, actions, suits, demands, damages, liabilities, losses or judgments are due to the negligent or unlawful conduct, or the willful misconduct of Cameron CCC, LLC. Each party agrees to provide the other party with reasonable and timely notice of any claim, action, suit, demand, damage, liability, loss or judgment made or brought against the other party arising out of or relating to the Agreement and for which the notifying party is seeking indemnification hereunder. The indemnifying party shall have the right to defend any such claim at its sole cost and expense. Each party will promptly advise the other party of any proposed agreement to compromise or settle any claims and the other party will have ten (10) days to respond to such proposal. These indemnities and remedies shall survive the expiration or other termination of the Agreement.

16. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, NEITHER PARTY SHALL BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR EXEMPLARY DAMAGES (INCLUDING LOST PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT OR OUT OF ANY OF THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT.

17. **RELATIONSHIP OF THE PARTIES.** Each Party is an independent contractor and is not an employee, employer, agent, partner, joint venture or joint employer of or with the other Party. Nothing in this Agreement shall be construed to give either Party: (a) the power to direct or control the day-to-day activities of the other, (b) the power to create or assume any obligation on behalf of the other, or (c) the power to bind the other in any manner whatsoever.

18. **CONSENT.** Where the consent of either party is required, it shall not be unreasonably withheld or delayed.

19. **CONFIDENTIALITY.** "Confidential Information" includes any non-public, confidential or proprietary information furnished by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") including, but not limited to, information relating to the Disclosing Party's business, product designs, product plans, data, software and technology, financial information, marketing plans, business opportunities, pricing information, menus, discounts, inventions and know-how. Confidential Information does not include any information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party in violation of this Agreement, (ii) was in the Receiving Party's possession prior to the disclosure of the Confidential Information pursuant to this Agreement without an obligation of confidentiality, (iii) becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the Receiving Party did not know, or have reason to believe, after

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reasonable investigation, that such source was subject to an obligation not to disclose such information, or (iv) is required to be disclosed by any applicable law or regulation or by order of any governing body or court of competent jurisdiction; provided, however, the Receiving Party must promptly notify the Disclosing Party of the demand for such disclosure so that the Disclosing Party may, in its sole discretion, seek a protective order or take such other appropriate steps to resist or narrow the scope of the disclosure sought by such request. If a protective order or other remedy is not obtained, the Receiving Party may make such disclosure without liability under this Agreement, provided that the Receiving Party furnish only that portion of the Confidential Information which is legally required to be disclosed.


20. **EXCLUSIVITY.** Customer hereby agrees that Cameron CCC, LLC has the exclusive right to provide the Commissary Services for Customer.

21. **NOTICES.** All notices to be given under this Agreement shall be in writing and served either personally, by deposit with an overnight courier with charges prepaid, or by deposit in the US mail, first-class postage prepaid by registered or certified mail, addressed to the parties at the addresses stated on the signature page, or at any other address as designated by one party upon notice to the other party. All such notices shall be deemed to have been given (a) upon the first business day following personal delivery, (b) one business day after deposit with an overnight courier, or (c) three business days after deposit in the US mail.

22. **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION.** The Parties warrant and represent that they shall comply with all federal, state and local laws as required, including but not limited to, Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans' Readjustment Act of 1974, as amended. The Parties hereby incorporate the requirements of 41 C.F.R. 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

23. **MISCELLANEOUS.** This Agreement may be executed in two or more counterparts, and each such counterpart and any copies thereof shall be deemed an original. The headings in this Agreement are intended solely for convenience and shall not affect the rights of the Parties under the Agreement. In the event any provision(s) of this Agreement is in conflict with any law, statutory provision or otherwise, such term(s) shall be deemed stricken from this Agreement, but any such invalidity or unenforceability shall not invalidate any of the other terms of this Agreement, and the Agreement shall continue in full force and effect. This Agreement will apply to, be binding on, and inure to the benefit of the successors and permitted assigns of the Parties.

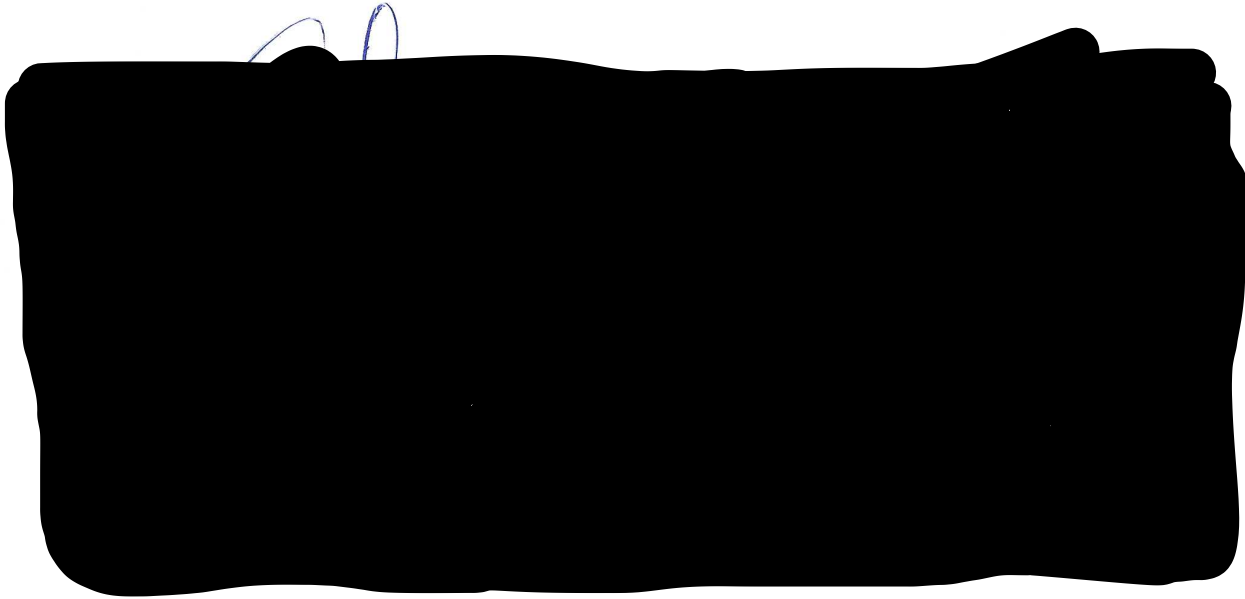
24. **AUTHORITY.** The undersigned representative of each Party warrants that he/she has the full authority to execute this Agreement and bind the Party on whose behalf he/she is executing the Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the year and date written below.

Cameron County Sheriff's Office

Cameron CCC, LLC



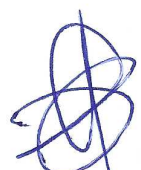

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Exhibit A
Hardware / Software Featured

The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement. The Proprietary Software will be provided and upgraded as needed.

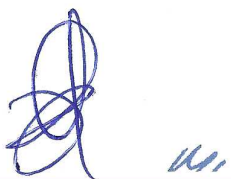


Exhibit B
Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by Customer

Refunded items

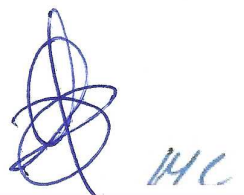
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Exhibit C
Payment Services

1. **Services.** Access Corrections will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Access Corrections or such other methods ("Transactions") for crediting account balances held by Customer on behalf of the recipients of funds (the "Services"). Access Corrections provides the Services in its capacity as a licensed money services business. Access Corrections represents and warrants to Customer that Access Corrections is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.

2. **Authorization.** Customer authorizes Access Corrections to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to Customer for the benefit of designated recipients.

3. **Responsibilities of Access Corrections.**
 - a. Access Corrections will receive payments from the public, directed to recipients by way of the Services.
 - b. Access Corrections will transfer payment files to Customer on a daily basis. Access Corrections will deliver payments to Customer by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("EFT") to Customer's designated bank account; provided, however, Access Corrections, in its sole discretion, reserves the right to delay its acceptance of any transaction that Access Corrections determines to be suspicious and warrants further investigation. Customer acknowledges and agrees that Access Corrections may reject, terminate or cancel any proposed transaction should Access Corrections determine the transaction is being made for an improper or illegal purpose.
 - c. Access Corrections will provide Customer with daily payment information by way of the Access Corrections Customer interface.
 - d. Access Corrections will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Access Corrections' failure to timely transmit any payment to Customer.
 - e. Access Corrections will provide sufficient promotional material to be posted by Customer.
 - f. Access Corrections, upon receipt of written notice from Customer, shall place limitations on transactions. The limitations will be implemented by Access Corrections as soon as is reasonably practicable.
 - g. Access Corrections may contract with a third-party service provider to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.

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4. Responsibilities of Customer.

- a. Customer will provide Access Corrections with the required bank account information for transmission of an EFT. Customer agrees to notify Access Corrections, in writing, giving fourteen (14) days' notice of any changes to any bank account information.
- b. Customer will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Access Corrections, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Access Corrections and any incorrect payments. At Access Correction's sole option and in lieu of the foregoing, Access Corrections may offset any such overpayments from future payment amounts transmitted by Access Corrections to Customer and notify Customer of any such offset.
- c. Upon implementation of the Services, Customer agrees that it will not accept payments designated for recipient accounts. Customer will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. Customer will promptly report receipt of each payment to the designated account or recipient in accordance with the Customer's policy.
- e. Customer agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of any of the terms or conditions within this Exhibit C and/or its negligence in the performance of its duties hereunder.
- f. Access Corrections will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at the Customer's location.
- g. Customer agrees that Access Corrections may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Rates. The Services shall be provided at no cost to Customer. Access Corrections shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the Customer acknowledges may be amended by Access Corrections in its sole discretion from time to time.

6. Exclusivity. Access Corrections has the exclusive right to provide the Services for the Customer and the exclusive right to collect and receive money handling fees associated with the Services which fees will belong to Access Corrections.

7. Termination. The Services may be immediately terminated by either Party, in its sole discretion, in the event a Party has not cured a breach of the terms or conditions contained in this Exhibit C within thirty (30) days of written notice of such purported breach from the non-terminating Party. Termination of the Services does not affect either Party's rights or obligations as to any transaction submitted for processing prior to termination.

8. Refunds/Chargebacks.

- a. The Parties acknowledge that once Access Corrections accepts a transaction submitted to the applicable payment network or otherwise for processing, Access Corrections cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Access Corrections are non-refundable to the individual by Access

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Corrections. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.

- b. In the case of chargebacks or returned funds, Access Corrections will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Access Correction's sole discretion. Upon written request from Access Corrections, Customer agrees to provide requested information needed to pursue the chargeback.
 - c. If an individual requests a refund, Access Corrections will not be responsible for making those funds available if they have been already settled to a designated account by Access Corrections or are beyond Access Correction's control.
 - d. If Customer and sender of funds issue inconsistent instructions or requests to Access Corrections, Customer's instructions will control and Customer will reimburse, defend, indemnify and hold Access Corrections harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with Customer's instructions.
9. **Damages Cap; No Other Warranty.** OTHER THAN Access Correction's OBLIGATION FOR ANY FUNDS RECEIVED FROM INDIVIDUALS, IN NO EVENT SHALL Access Correction's AGGREGATE LIABILITY IN TOTAL FOR ALL CLAIMS ARISING FROM OR RELATING TO THE SERVICES PROVIDED FOR IN THIS EXHIBIT C, EXCEED THE AMOUNT OF SERVICE FEES PAID TO Access Corrections 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 (INCLUDING NEGLIGENCE) OR OTHERWISE. THE SERVICES ARE PROVIDED "AS IS." EXCEPT AS EXPRESSLY STATED IN THIS EXHIBIT C, NEITHER PARTY MAKES, AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES FOR THE SERVICES, 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.



Exhibit D
Secure Release Prepaid Debit Card Release

1. **Release Services.** Access Corrections shall provide technical support and coordination for the following Secure Release inmate trust fund release services ("Release Services") for processing inmate trust fund balances to Customer inmates at time of release from the Customer:

Prepaid Debit Cards ("Cards"): described as, a debit card which may be used for ATM withdraws and/or pin-based and signature purchases after inmate activation. The Cards will be issued by and the funds will be held by Cache Valley Bank in Logan, Utah. All transactions are processed by a third-party processor - Rapid Financial Solutions.

* Additional Release Services may be made available to the Customer throughout the term of this Agreement and shall become part of this Agreement with the Customer's acceptance. No Release Services shall be implemented without Customer approval. Another card brand, issuing bank or program manager may be substituted during the term of this Agreement at Access Correction's discretion and shall not constitute an "Additional Release Service." The Customer will be notified in advance in writing of any such change.

2. **Maintenance of Designated Account.** Customer agrees to maintain an account at the following bank ("Designated Account") from which funds will be withdrawn by Access Corrections and sent to Cache Valley Bank, which issues the Cards:

Bank Name:

Bank Address:

Routing Number:

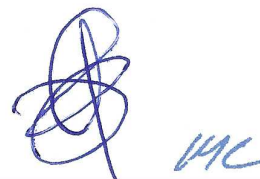
Account Number:

Bank Contact Name and Title:

Bank Contact Phone Number:

Cameron CCC, LLC and the Cameron county Sheriff, Eric Garza, need to discuss what account will be used by the Sheriff's department for the deposit and debit of funds for the parties. At the Sheriff's earliest convenience, we can, mutually, insert the accounts for the Sheriff and the inmates trust account.

3. **Authorization to Withdraw Funds from Designated Account.** Customer hereby authorizes Access Corrections to withdraw funds from the Designated Account without signature or notice to effect all deductions and other transactions due Access Corrections provided for in this Agreement. Access Corrections shall notify Customer if at any time there are insufficient funds in the Designated Account to cover any amount that is due and owing to Access Corrections. Customer shall promptly pay such amount to Access Corrections. Access Corrections will withdraw funds from the Designated Account every business day to cover the funds necessary to issue the Cards.

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This authorization is to remain in full force and effect until Access Corrections has received written notification from Customer of its termination in such time and in such manner as to afford Access Corrections and the bank named above reasonable opportunity to act on it. Customer shall give Access Corrections no less than three banking business days' notice if the Designated Account is to be changed so as to allow enough time for Access Corrections to make the necessary system modifications.

4. **Responsibilities of the Customer.** All responsibilities of the Customer are outlined in the "Security Requirements for the Storage of Prepaid Cards", which are attached hereto and incorporated herein by reference. Access Corrections reserves the right to modify the "Security Requirements for the Storage of Prepaid Cards"; provided, however, Access Corrections shall notify the Customer of any such change in advance in writing.
5. **Representation and Warranty of Customer.** Customer represents and warrants that it is lawful in its respective jurisdiction of Cameron County to provide the Release Services as detailed in this Agreement, including, but not limited to, charging the inmates a fee for the Release Services.
6. **Fees and Charges.** Access Corrections shall charge a fee for its role in setting up the bank account with the bank issuing the Cards and for coordinating third party processing services. "Coordination Fees" are in accordance with the fee structure located in the document entitled "Inmate Release Card Program Fees", which is attached hereto and incorporated herein by reference. All fees shall be assessed to the card holder/inmate.
7. **Taxes.** Each party shall be responsible for calculating, collecting and remitting their own Federal, state and/or local taxes, associated with the Release Services.
***Taxes should not be levied on the issuance of a Card unless Customer's laws dictate such.**
8. **Equipment.** Upon expiration or termination of this Agreement, Customer agrees that all equipment and materials remain the property of Access Corrections and upon expiration or termination of this Agreement Access Corrections agrees to promptly remove all equipment and materials from the above mentioned Customer. Customer shall be responsible for any unusual wear and tear, lost or stolen equipment as well as any lost, stolen or improperly funded Cards during the term of this Agreement as per the "Security Requirements for the Storage of Prepaid Cards".
9. **Exclusivity.** Customer acknowledges that Access Corrections has the sole and exclusive right and authority to provide the Release Services for all inmate accounts under the Customer's control and Customer shall not, throughout the term of the Agreement, engage the services of any other company to provide such Release Services.
10. **Fiduciary Responsibility.** Customer agrees that it shall, to the full extent allowed by law, assume all liability for any Customer related job functions that lead to discrepancies/deficiencies associated with any funding, Card loss, improper storage, etc. expressly attributed to the loading, inventorying and distribution of the Cards to the Customer inmates.

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Security Requirements for the Storage of Prepaid Cards

The security requirements in this document are based on policies and guidelines developed by the Payment Networks and industry best practices. These requirements must be implemented at all locations that store and distribute instant-issue card products.

Card Ordering

Card orders will be shipped to the designated locations by Rapid or its assignees by bonded and approved carrier. Card orders must be signed for upon arrival. All cards must be placed at the time of receipt into inventory in a secured storage area. An employee designated by management should be appointed to ensure the physical and procedural security policies are implemented.

Card Inventory

Physical security of the cards in inventory must be maintained at all times. Cards must be stored in a controlled environment, such as a safe or locked storage device, with access limited to employees who have successfully passed background screening checks.

An inventory log must account for the number of cards received, cards used, cards spoiled (cards that cannot be used due to damage, tampering or expiration) and remaining cards that should balance to the number of cards on hand at any time. An explanation of spoilage should be included on the log. Any inventory discrepancy must be reported to Rapid as soon as detected.

Card Destruction


Rapid may request return of unused cards in inventory for destruction for any of the reasons listed below.

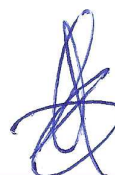
1. Cards are compromised or tampered with;
2. Card stock expired;
3. Cards are damaged or defective;
4. Program is terminated.

Cards to be returned should be securely packaged. A copy of the inventory log should be included in the shipment. A second copy of the inventory log should be transmitted to Rapid electronically.

Alternatively, the location may destroy any defective or damaged card and certify its destruction by maintaining a detailed inventory log, and destroying the cards using a cross cut shredder that creates pieces no larger than ¼" by ½" in size. A certified report of destruction outlined in Attachment A, attached hereto and incorporated herein by this reference must be submitted to Rapid on a monthly cycle even if no cards were destroyed in that period.

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SAMPLE CAMERON COUNTY COMMISSARY MENU

BEVERAGES		SODA		FOOD		PERSONAL HYGIENE CONT'D	
2005 Individual Coffee 1.5 g	\$ 0.79	2352 Faygo Moon Mst 20 oz (t)	\$ 1.99	4430 Blueberry Danish 4.25 oz	\$ 1.59	0590 Denture Tabs 40 ct (t)	\$ 3.25
2283 Keefe Columbian Coffee	\$ 5.45	2420 Faygo Orange 20 oz (t)	\$ 1.99	4431 Strawberry Danish 4.25 oz	\$ 1.59	0652 Antibiotic Ointment 1 oz	\$ 4.90
2070 Hot Cocoa .8 oz	\$ 0.79	2431 Faygo Cola 20 oz (t)	\$ 1.99	6610 Plain Bagel 4 oz	\$ 1.20	0671 Cherry Cough Drops 30 ct	\$ 1.99
2014 French Vanilla Cappuccino 8.5.	\$ 0.75	2432 Faygo Root Beer 20 oz (t)	\$ 1.99	6612 Cinnamon Raisin Bagel 4 oz	\$ 1.45	0697 Lens Holder (t)	\$ 4.09
2345 Orange Breakfast Drink Mlx 19 oz (t)	\$ 4.95	2500 Water 20 oz	\$ 1.79	6663 Goya Sazon/Cilantro/Achiote	\$ 3.00	0760 Cotton Swabs 100 ct (t)	\$ 1.95
2346 Tea w/ Lemon Drink Mlx 19 oz (t)	\$ 4.95			6826 Tuna 4.23 oz	\$ 3.69	0784 Denture Adhesive 2.4 oz	\$ 5.29
2347 Lemonade Drink Mlx 19 oz (t)	\$ 4.75	FOOD		CANDY		0815 Military Brush (no handle) (t)	\$ 3.25
2348 Fruit Punch Drink Mlx 19 oz (t)	\$ 4.95	2035 Salt 18 pk	\$ 0.75	4001 Peanut M&M 1.74 oz (t)	\$ 1.79	0821 Palm Brush (t)	\$ 0.75
2110 Fruit Punch Cool Off S.S. (t)	\$ 0.99	2036 Pepper 10 pk	\$ 0.75	4004 Baby Ruth 2.1 oz (t)	\$ 1.79	3692 Multi-Purpose Solution 12 oz (t)	\$ 3.50
2120 Lemonade Cool Off S.S. (t)	\$ 0.99	2696 Cream Cheese w/ Jalapeno 2 oz	\$ 1.75	4005 Butterfinger 1.9 oz (t)	\$ 1.79	STATIONERY	
2081 Sugar S.S.	\$ 0.15	2684 Velveta Mac & Cheese 3 oz	\$ 2.15	4010 Snickers 1.86 oz (t)	\$ 1.79	1001 55c stamped envelope	\$ 0.95
2082 Creamer .105 oz	\$ 0.15	2789 Tapatio Hot Sauce 5 oz	\$ 2.70	4019 Chick-O-Stick (t)	\$ 0.89	1040 Flex Pan (t)	\$ 1.15
2214 Sugar Sub 10pk	\$ 1.40	2795 Seasoned Beef Crumbles 6 oz	\$ 5.65	4031 Twix Bar 1.79 oz (t)	\$ 1.79	1049 55c stamp	\$ 0.55
2167 Horchata 5.64 oz	\$ 4.70	3130 Ritz Cheese Crackers 1.35 oz	\$ 1.49	4035 Reese's PB Cups 1.5 oz (t)	\$ 1.79	1060 Lined Writing Tablet (t)	\$ 2.40
		3157 Crackers Sleeve	\$ 1.50	4039 KN Kat 1.5 oz (t)	\$ 1.79	1015 Manila Envelope (t)	\$ 0.89
CHIPS		3278 Chocolate Pudding Cup	\$ 1.25	4040 Skittles 2.17 oz (t)	\$ 1.79	0966 Love Card (t)	\$ 1.99
2211 Whole Shabang Ripple Chips 1.5 oz (t)	\$ 1.70	3285 Vanilla Pudding Cup	\$ 1.25	4100 Butterscotch 4.25 oz (t)	\$ 1.99	1103 Birthday Card (t)	\$ 1.99
2737 Chill Cheese Fritos 2 oz (t)	\$ 1.90	3535 Velveta Che Sgz-Jalapeno 2 oz	\$ 1.70	4145 Starflite Mints 3.75 oz (t)	\$ 1.99	1149 Mother's Day Card (t)	\$ 1.99
4321 Doritos Nacho Cheese 1.75 oz (t)	\$ 1.90	3584 Spicy Summer Sausage 5 oz	\$ 4.19	4150 Sour Fruit Balls 4.25 oz (t)	\$ 1.99	MISCELLANEOUS	
4863 Doritos Cool Ranch 1.75 oz (t)	\$ 1.90	6016 Chill Lime w/ Shrimp 3 oz	\$ 0.99	4152 All Star Candy Mlx 3.75 oz (t)	\$ 1.99	0492 Crossword Puzzle Book (t)	\$ 3.00
5156 Whole Shabang Snack Mlx 6 oz	\$ 3.60	6018 Texas Beef Ramen 3 oz	\$ 0.99	4155 Sugar Free Wild Fruit 1.75 oz (t)	\$ 1.79	0755 Handkerchief (t)	\$ 1.99
6079 Whole Shabang 1.5 oz (t)	\$ 1.70	6026 Chill Ramen 3 oz	\$ 0.99	4164 Lemonheads Chewy Fruit Mlx 4 oz (t)	\$ 1.79	1086 English Dictionary (t)	\$ 4.19
6083 White Cheddar Popcorn 5 oz	\$ 3.15	6046 Chicken Ramen 3 oz	\$ 0.99	4166 Sour Worms 4 oz (t)	\$ 1.99	1087 English/Span. Dictionary (t)	\$ 4.19
6100 Regular Potato Chips 1.5 oz (t)	\$ 1.70	6047 Spicy Beans 8 oz	\$ 2.75	4188 Chewy Lemonheads 4 oz (t)	\$ 1.79	1166 GPX Ear Buds Clear (t)	\$ 3.15
6103 Habanero Tortilla Chips 1.5 oz (t)	\$ 1.70	6050 Instant Rice 6 oz	\$ 2.29	PERSONAL HYGIENE		1206 AAA Battery (1 EA) (t)	\$ 1.10
6125 Hot Potato Chips 1.5 oz (t)	\$ 1.70	6052 Hot & Spicy Veg Ramen 3 oz	\$ 0.99	0001 Balsam/Protein Shamp. 4 oz (t)	\$ 1.50	1213 AA Battery (1 EA) (t)	\$ 1.10
6126 Sour Cream and Onion 1.5 oz (t)	\$ 1.70	6172 Chill No Beans 11.25 oz	\$ 3.99	0002 Balsam/Protein Cond. 4 oz (t)	\$ 1.50	1249 GPX Radio - Clear (t)	\$ 32.99
6127 Hot Pork Skins 2 oz (t)	\$ 1.95	6174 Hot Chill w/Beans 11.25 oz	\$ 3.99	0031 Suffer 8.2 oz (t)	\$ 3.10	1259 Playing Cards (t)	\$ 2.59
6159 Cheetos Flamin Hot 1.75 oz (t)	\$ 1.90	6176 Beef Stew 11.25 oz	\$ 4.85	0055 Softee Curl Activator 8 oz (t)	\$ 3.25	1308 Word Find Book (t)	\$ 3.00
6167 Cheetos Crunchy 2 oz (t)	\$ 1.90	6178 Mackerel 3.53 oz	\$ 2.90	0090 Single App Shampoo .34 oz (t)	\$ 0.06	1310 Dominoes (t)	\$ 5.99
		6195 BC Chicken Breast	\$ 5.68	0118 Roll On Deodorant 3 oz	\$ 2.45	1315 Chess Set (t)	\$ 5.99
PASTRIES/COOKIES		6213 Healthy Snack Mlx 3.25 oz	\$ 1.79	0210 Skin Care Lotion 4 oz (t)	\$ 1.00	1320 Checkers Set (t)	\$ 5.99
3004 Peanut Butter Creams 6 oz	\$ 1.90	6214 Sunflower Kernels 3.25 oz	\$ 1.60	0214 Cocoa/Shea Butter Lotion 15 oz (t)	\$ 3.70	1401 1.8 Qt. Bowl (t)	\$ 2.50
3015 Oatmeal Raisin Cookies 2.75 oz	\$ 1.10	6262 Mayonnaise 12 pk	\$ 1.95	0215 Cocoa Butter Lotion 4 oz (t)	\$ 1.05	1415 Tumbler w/ Lid 22 oz (t)	\$ 1.20
3020 Oreo Cookies 2.4 oz	\$ 1.70	6263 Mustard 12 pk	\$ 0.75	0242 Acne Cream 1 oz	\$ 3.55		
3026 Moon Pie Chocolata	\$ 1.39	6320 Beef & Cheddar Stick 1.125 oz	\$ 2.15	0251 Anti-Fungal Cream .5 oz	\$ 5.30	HOT / FRESH / FOOD ITEMS	
3028 Moon Pie Banana	\$ 1.39	6409 Granola Bar	\$ 1.10	0273 Lip Balm .16 oz	\$ 1.89	H-1 Cheeseburger	\$5.50
3035 Chocolate Chip Cookies 6 oz	\$ 1.90	6412 S.S. Grape Jelly	\$ 0.75	0331 Shave Cream 7 oz (t)	\$ 2.20	H-2 6 Blast Tacos	\$9.25
3040 Iced Oatmeal Cookies 6 oz	\$ 1.90	6415 S.S. Peanut Butter	\$ 0.95	0341 Single App Shave Crm .25 oz (t)	\$ 0.06	H-3 Ceviche	\$6.00
3045 Duplex Crème Cookies 6 oz	\$ 1.90	6421 Kraft Ranch Dressing 1.5 oz	\$ 1.25	0355 Shampoo 15 oz (t)	\$ 3.49	H-4 Chicken Sandwich	\$6.00
3193 Popart Strawberry 2 pk	\$ 1.25	6429 Jalapeno Cheese Squeeze 2 oz	\$ 0.85	0358 Conditioner 15 oz (t)	\$ 3.49		
3201 Strawberry Moon Pie	\$ 1.39	6449 Jalapeno Cheese Bar 4 oz	\$ 3.60	0361 3-N-1 Body Wash Cocoa Lime 15 oz (t)	\$ 3.70		
3227 Chocolate Iced Honey Bun 4.75 oz	\$ 1.70	6501 Dill Pickle .67 oz	\$ 1.99	0362 Dandruff Shampoo 15 oz	\$ 3.49		
3230 Peanut Butter Bars 2 oz	\$ 0.90	6507 Jalapeno Peppers 1 oz	\$ 1.39	0397 Cocoa Butter Soap 5 oz (t)	\$ 2.10		
3231 Oatmeal Sandwich Cakes 1.33 oz	\$ 0.75	6520 Apple/Cinnamon Oatmeal S.S.	\$ 0.69	0426 Sport Bar Soap 5 oz (t)	\$ 2.10		
3236 Swiss Rolls 2 oz	\$ 0.90	6523 Maple/Brn Sugar Oatmeal S.S.	\$ 0.69	0510 Aim Toothpaste Mint Gel 5.5 oz	\$ 3.90		
3245 D-Dunx Donut	\$ 1.50	6600 Flour Tortillas 8 oz	\$ 3.19	0520 Colgate Toothpaste 2.6 oz	\$ 3.89		
3248 Cinnamon Roll 4 oz	\$ 1.79	6607 Hot Peanuts 1.75 oz (t)	\$ 1.15	0555 Fingertip Toothbrush (t)	\$ 0.99		
3260 Coffee Crumb Cake 4 oz	\$ 1.59	4044 Powdered Sugar Donuts 3 oz	\$ 1.99				
3270 Chocolate Crème Cupcakes 4 oz	\$ 1.89						
3274 Iced Honey Bun 6 oz	\$ 2.09						
4185 Apple Cheese Danish 4.25 oz	\$ 1.59						

The above menu items can be adjusted by the Sheriff.

HOT / FRESH / FOOD ITEMS	
H-1 Cheeseburger	\$5.50
H-2 6 Blast Tacos	\$9.25
H-3 Ceviche	\$6.00
H-4 Chicken Sandwich	\$6.00

All Hot/Fresh foods have no condiments.
Additional items to be added as requested by the inmates and/or the Sheriff.

(t) = taxable item

