

AMENDMENT TO OVERNIGHT COMMISSARY SERVICE AGREEMENT,
SWANSON SERVICES CORPORATION BOOK-IN MODULE
CONTRACT ADDENDUM AND
COBRA BANKER SOFTWARE CONTRACT ADDENDUM

This Amendment to the Commissary Service Agreement, Swanson Services Corporation Book-In Module Contract Addendum and Cobra Banker Software Contract Addendum is made effective when signed by both parties by and between the Pacific County Sheriff's Office, 300 Memorial Drive, South Bend, WA 98556 (hereinafter referred to as "Client") and Swanson Services Corporation, a Florida corporation formerly known as Swanson Inmate Commissary Services, Inc., with principal offices at 477 Commerce Boulevard, Oldsmar, FL 34677 (hereinafter referred to as "Swanson"). The Client and Swanson are referred to herein jointly as the Parties.

WHEREAS, the Parties have previously entered into a Commissary Service Agreement, a Swanson Services Corporation Book-In Module Contract Addendum and a Cobra Banker Software Contract Addendum (collectively referred to herein as the "Agreements"), by which Swanson provides inmate commissary services and inmate trust accounting services at the Pacific County Jail, and

WHEREAS, Swanson has agreed to provide certain additional hardware and supplemental services in support of the commissary services at the Pacific County Jail, and

WHEREAS, in conjunction with the additional hardware and supplemental services, the Parties desire to extend the term of the Agreements.

NOW, THEREFORE, in consideration of the forgoing facts, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree follows:

1. The foregoing recitations are true and correct and made a part hereof.
2. The Agreements are all hereby amended so that they each shall now expire April 30, 2021, unless sooner terminated as allowed by the terms thereof. The Agreements may thereafter be extended by a mutual written agreement signed by the Parties.
3. Swanson shall provide the Client with one (1) lobby kiosk and eight (8) inmate pod kiosks. Swanson shall provide technical assistance in the installation of the kiosks and the Client will bear all cost of the installation. Title to all hardware and software supplied by Swanson shall remain in Swanson.
4. Swanson will provide its proprietary systems which allow friends and families to make deposits to the Inmate Trust Fund accounts by use of credit and debit cards using the lobby kiosks and telephone system or the internet. All Payment Processing Services shall be provided on the Terms and Conditions stated in the attached Exhibit A.

5. The Parties agree to meet not less often than twice annually to review the commissary menu and pricing. The parties agree that the pricing for commissary items shall be consistent with pricing in convenience stores in the market in Pacific County, WA and are subject to adjustment due to market factors beyond the control of Swanson during the term of the Agreements.

6. Hereafter, all notices to Swanson shall be sent to the following addresses:

Swanson Services Corporation
477 Commerce Boulevard
Oldsmar, FL 34677

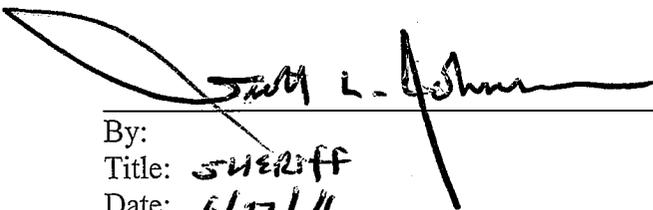
with a copy to: Stephen A. Hould, Esquire
920 Third Street, Suite D
Neptune Beach, FL 32266

7. Except as expressly stated herein, all of the terms and conditions of the Agreements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals effective as of the day and year first above written.

PACIFIC COUNTY SHERIFF'S OFFICE

SWANSON SERVICES CORPORATION


By: _____
Title: Sheriff
Date: 6/27/16

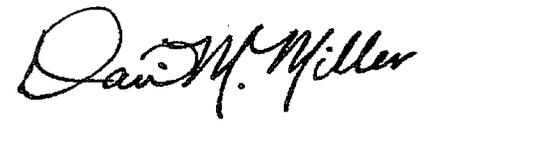

By: David M. Miller
Title: CFO
Date: June 15, 2016

EXHIBIT A
PAYMENT PROCESSING

1. 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 below, as may be amended by mutual written agreement from time to time. Swanson represents and warrants to Client that it 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. 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. 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 may be amended by Swanson from time to time. Any fee increase in excess of five (5%) percent in any one year period shall require Swanson to demonstrate that it has incurred increased costs to justify the higher increase and shall also require the Client's prior consent, not to be unreasonably withheld. Swanson shall have the exclusive right to provide cash handling services (with the exception of the Client inventorying and securing cash held by inmates at booking and on release) and payment processing activities at the Client's facility and the exclusive right to collect and receive money handling fees which fees shall belong to Swanson.

4. Transaction processing and settlement terms:

- 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 inmate trust account management system on behalf of the Client.
- c. Proceeds of the Transactions will be deposited in an account maintained by Swanson who 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 by Swanson on a weekly basis.

5. Client acknowledges and agrees that Swanson may determine, in its sole discretion, 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.

6. 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.

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. Swanson shall have no liability for chargebacks upheld through the card association dispute resolution procedures or which Swanson chooses, in its sole discretion, not to pursue through the card association's dispute resolution process.

If an individual requests a refund, Swanson will not 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.

7. 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.

8. 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 PAYMENT PROCESSING 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.

9. 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.