

PARTICIPATING ADDENDUM
[hereinafter "Amendment"]
For
ELECTRONIC MONITORING EQUIPMENT & SERVICES
NASPO ValuePoint/ 00212
Between
Satellite Tracking of People, LLC
[hereinafter "Contractor"]
and
State of Arkansas
Contract No: SP-20-0107 / 4600046689
[hereinafter "Participating State"]

THIS AMENDMENT No. 1 (this "Amendment") is entered into with reference to the Contract of the above referenced number (the "Contract") by and between the State of Arkansas and Satellite Tracking of People, LLC (both, together, collectively, being the "Parties" to the Contract).

WHEREAS, the terms of the Contract may be amended per written agreement signed by both of the Parties;

WHEREAS, the Parties wish to amend the Contract;

NOW, THEREFORE, the Parties do hereby amend the Contract, as follows:

Convenience Fee

Contractor shall remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this amendment or July 1, 2020, whichever is earlier. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts shall not have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

Quarterly Reporting and Fee Remittance:

Contractor shall submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report shall be submitted, and the related convenience fee shall be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report must contain the following information:

- Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter;
- Purchasing entity;
- Total of Convenience Fee amount due;
- Such other information as the State may reasonably request; and
- If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.

Payment of Convenience Fee

The Contractor shall timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

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Retention and Inspection of Records

The contractor shall keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor shall immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor shall reimburse the State for the cost of the audit.

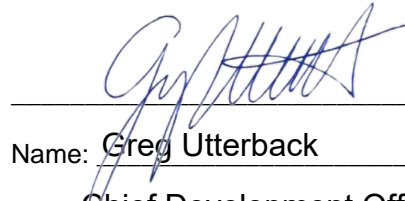
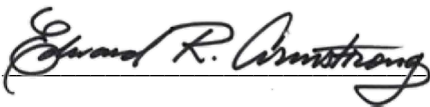
This Amendment, the State of Arkansas Participating Addendum, and Contract 00212 (administered by the State of Washington), together with its exhibits, set forth the entire agreement (the "Agreement") between the parties with respect to the subject matter thereof, and take the place of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Other than those provisions of the Agreement that are expressly amended herein, the terms and conditions (the "Terms and Conditions") of the Agreement continue in full force and effect. The Terms and Conditions may only be amended by a written agreement signed by both of the Parties.

The Parties agree that no course of dealing between the Parties or any delay or failure of either of the Parties to exercise any right or remedy granted under the express Terms and Conditions of the Agreement operate as a waiver of any such rights or remedies, and every such right and remedy shall be cumulative, concurrent, and in addition to any other further rights and remedies that may otherwise be available at law or in equity.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of execution below.

Department of Transformation and Shared Services
Office of State Procurement

Satellite Tracking of People, LLC



Name: Edward R. Armstrong

Name: Greg Utterback

Title: State Procurement Director

Title: Chief Development Officer

Date: 6/19/2020

Date: June 22, 2020