



GUARDIAN RFID SYSTEM AGREEMENT RENEWAL AMENDMENT

THIS GUARDIAN RFID SYSTEM AGREEMENT RENEWAL AMENDMENT (the "Amendment") is entered into as of 10/1/2022 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Beltrami County Sheriff's Office (MN), a body corporate and politic under the laws of the state of Minnesota ("Customer"), having its principal place of business at 613 Minnesota Ave NW, Bemidji MN, 5660.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System along with the addition of leasing the hardware pursuant to this Amendment.

NOW THEREFORE, the parties agree as follows:

Section 3 is amended to replace Section 3 in its entirety with the following:

- (a) Sale of Hardware. Subject to the terms of this Agreement, GUARDIAN RFID will sell, assign, convey, transfer, and deliver to the Customer, and the Customer will purchase, receive, and accept from GUARDIAN RFID, all right, title, and interest in and to the Hardware (other than Leased Hardware).
- (b) Lease of Hardware. Subject to the terms of this Agreement, during the Term GUARDIAN RFID will lease to the Customer, and the Customer will lease from GUARDIAN RFID, the Leased Hardware. If this Agreement is extended for the Extended Term as set forth herein, then at the beginning of the Extended Term GUARDIAN RFID will replace the Leased Hardware that was leased at the beginning of the Term with new Leased Hardware.

Section 8 is amended to add the following:

- (f) Maintenance, Repair, and Replacement of Leased Hardware.
- (g) Maintenance, Repair, and Replacement. GUARDIAN RFID will provide required maintenance and, if necessary, repair or replace any Leased Hardware at no additional charge to the Customer. GUARDIAN RFID will be solely responsible for processing and managing all requests for maintenance, repair, or replacement of Leased Hardware during the Term of this Agreement. The Customer will contact GUARDIAN RFID for all issues related to the Leased Hardware. After receiving a request related to Leased Hardware, GUARDIAN RFID will provide instructions to the Customer to follow for facilitating maintenance or, if necessary, a repair or replacement. Maintenance, repairs, and replacements of Leased Hardware may take up to twenty (20) business days from the date of the request is received by GUARDIAN RFID until the product is returned to the Customer.
- (h) Maximum Number of Replacements. During the Initial Term, each Leased Hardware item is subject to a maximum number of replacements (the "Initial Term Replacement Period"). If the Agreement renews for an Extended Term, the maximum number of replacements for any new Leased Hardware items provided in connection with such Extended Term will apply during the three-year period starting on the first day after the end of the Initial Term (the "Extended Term").





Replacement Period). The maximum number of replacements for each Leased Hardware item during its respective warranty period will be as set forth in the table below.

| Product Name | Model Number | Maximum # of Replacements Per Leased Hardware Item* |
|--|---------------------|--|
| GUARDIAN RFID Mobile Devices | | |
| SPARTAN Ultra-Rugged Android | 0QL0d000002WevC | 1 per serial number |
| GUARDIAN RFID Mobile Device Accessories | | |
| SPARTAN Battery | 0QL0d000002Wev5 | 2 |
| SPARTAN Hand Strap & Pins | 0QL0d000002Wev6 | 3 |
| SPARTAN 1 Slot Cradle | 01t32000005gDWL | 1 |
| SPARTAN 4 Slot Cradle | 0QL0d000002WevE | 1 |
| SPARTAN Battery Cover | 01t0d000005dezN | 2 |

- i. Exclusions. GUARDIAN RFID’s maintenance, repair and replacement obligations do not apply to, and the Customer will be responsible for any expenses for, repair, replacement or maintenance of Leased Hardware that are necessitated by any one or a combination of the following:
 - a. damage resulting from misuse, abuse, fire, liquid contact, or alterations by the Customer or any Customer Personnel; or
 - b. corrective work necessitated by repairs made by anyone other than a GUARDIAN RFID authorized service technician or without GUARDIAN RFID’s prior written consent.
- ii. Costs and Shipping and Handling. All costs associated with maintaining, repairing, or replacing the Leased Devices will be assumed by GUARDIAN RFID, except that shipping and handling fees will be paid by the Customer.

Section 10(d) is replaced in its entirety with the following:

Additional Purchases. From time to time, additional Hardware (e.g., wristbands, RFID wall readers, GUARDIAN RFID Mobile Devices, GUARDIAN RFID Mobile Device Accessories, etc.) may need to be purchased or leased by the Customer in order to continue using the GUARDIAN RFID System. In addition, the Customer may choose to purchase Additional Modules. The purchases of some Hardware (e.g., GUARDIAN RFID Mobile Devices, etc.) and Additional Modules and the lease of additional Leased Hardware may require the purchase of additional licenses for GUARDIAN RFID Software and Third-Party Software. In the event of additional purchases of Hardware, Additional Modules, and any corresponding licenses and additional leases of Leased Hardware, the Customer shall acquire such additional Hardware, Additional Modules, Leased Hardware, and licenses directly from GUARDIAN RFID, and GUARDIAN RFID will invoice the Customer for amounts due for such additional Hardware, Additional Modules, Leased Hardware, and corresponding licenses. The Customer will be responsible for paying amounts related to the purchases of additional Hardware, Additional



Modules and corresponding licenses, and additional leases of Leased Hardware. The additional purchases and leases will be governed by the provisions of this Agreement and may also cause an increase in the Renewal Fee provided in Addendum B. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases and leases, which will automatically amend and replace Addendum B.

Section 12 is amended to add the following:

(d) Condition of Leased Hardware. GUARDIAN RFID represents to the Customer that, at the time of delivery, the Leased Hardware will be new and unused and that GUARDIAN RFID has the right to lease the Leased Hardware to the Customer on the terms set forth in this Agreement.

Section 13 is amended to add the following new 13(c):

The Leased Hardware is not subject to a Hardware warranty, and instead will be maintained, repaired, or replaced by GUARDIAN RFID in accordance with its maintenance policy.

Section 13(c) will now read 13(d).

Section 18(e)(1) is replaced with the following:

Upon expiration or termination of this Agreement, the grant of the license of the GUARDIAN RFID Software Materials, the grant of access to GUARDIAN RFID OnDemand, the lease of the Leased Hardware, and all other rights granted to the Customer under this Agreement will immediately terminate and revert to GUARDIAN RFID and the Customer must discontinue all use of the GUARDIAN RFID Software Materials, GUARDIAN RFID OnDemand, and the Leased Hardware.

Addendum B is amended to add the following lease terms on the following page:



ADDENDUM B
FEE PAYMENT SCHEDULE

| Fee Type* | Event Occurrence | Amount |
|--|--|--------------------|
| Initial Term Fee | Anniversary of the Go Live Date. January 2023 Includes SRF, SPARTAN lease | \$15,650.00 |
| Extended Term One Renewal Fee** | First-year anniversary of the Effective Date. (Unless the Agreement is terminated prior to renewal as set forth in the Agreement) January 2024 Includes SRF, SPARTAN lease | \$15,650.00 |
| Extended Term Two Renewal Fee** | Second-year anniversary of the Effective Date. (Unless the Agreement is terminated prior to renewal as set forth in the Agreement) January 2025 Includes SRF, SPARTAN lease | \$15,650.00 |
| Extended Term Three Renewal Fee** | Third-year anniversary of the Effective Date. (Unless the Agreement is terminated prior to renewal as set forth in the Agreement) January 2026 Includes SRF, SPARTAN lease | \$15,650.00 |
| Extended Term Four Renewal Fee** | Four-year anniversary of the Effective Date. (Unless the Agreement is terminated prior to renewal as set forth in the Agreement) January 2027 Includes SRF, SPARTAN lease | \$15,650.00 |

The remainder of the Agreement remains in full force and effect.




By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Amendment and acknowledges the existence of consideration.

GUARDIAN RFID

RECEIVING PARTY

By: 
(signature of authorized representative)

Name: Ken Dalley
Title: President
Date: May 4, 2022

By: 
(signature of authorized representative)

Name: Timothy A. Sumner
Title: Board Chair
Date: 5/5/22

