

FIRST AMENDMENT
TO
MASTER AGREEMENT BETWEEN
THE STATE OF CONNECTICUT
AND
Allied Universal Electronic Monitoring US, Inc.
FOR
ELECTRONIC MONITORING PRODUCTS AND SERVICES

This First Amendment (the "First Amendment") is made between Allied Universal Electronic Monitoring US, Inc. (the "Contractor") and the State of Connecticut, Department of Administrative Services ("DAS") acting in its capacity as the National Association of State Procurement Officials ValuePoint ("NASPO ValuePoint") Lead State ("the Lead State") and in accordance with Sections 4a-2(2), 4a-51, 4a-57, 4a-59, and 4d-2 of the Connecticut General Statutes.

WHEREAS, DAS and the Contractor entered into an agreement #22PSX0021 dated November 13, 2023 ("Master Agreement"); and;

WHEREAS, DAS and the Contractor desire to amend the Master Agreement with this First Amendment to extend the Master Agreement to May 1, 2027, and otherwise to update the Contract to comply with current State of Connecticut contract requirements.

NOW, THEREFORE, DAS and Contractor agree to amend the Master Agreement as follows:

1. The Master Agreement is extended through April 30, 2027.
2. The following Section 10 (Data: Access and Ownership) of the Master Agreement is deleted in its entirety and replaced with the following:

"10. Data: Access and Ownership

a. Access to Master Agreement and State Data

The Contractor shall provide to the Purchasing Entity access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Master Agreement and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

b. Ownership of Data

1. All ownership, title, licenses, proprietary rights and interest (including, but not limited to, perpetual use) (for purposes of this Ownership of Data Section, collectively, "Title") of and to any and all data as defined in section 4e-1 of the Connecticut General Statutes, ("Data") that is uploaded, collected, stored, held, hosted, located or utilized by the Purchasing Entity or Contractor and Contractor Parties directly or indirectly in connection with this Master Agreement at all times is and will always remain vested in the Purchasing Entity. For the avoidance of doubt, Data shall include synthetic data and AI-generated content. At no time will Contractor have Title to such Data, wherever located.
2. At no cost to the State the Contractor and Contractor Parties shall, no later than fifteen (15) days after (i) receiving a written request from the Purchasing Entity or (ii) Termination for any reason, deliver and transfer possession to the Purchasing Entity all of the Data, in a format acceptable to the Purchasing Entity.

3. At no cost to the Purchasing Entity, the Contractor and Contractor Parties shall, no later than fifteen (15) days, unless otherwise mutually agreed to in writing by the Parties, after (i) receiving a written request from the Purchasing Entity, (ii) receiving final payment from the Purchasing Entity, or (iii) Termination for any reason, over-write and securely delete all of the Data, such that the Data will be expunged in a manner to make retrieval of the Data impossible.
 4. The Contractor's failure to deliver and transfer possession of the Data to a duly authorized agent of the Purchasing Entity shall constitute, without more, a de facto breach of this Master Agreement. Consequently, the Contractor shall indemnify and hold harmless the Purchasing Entity, the Participating Entity and the Lead State, as appropriate, for any and all damages, costs and expenses associated directly or indirectly with such failure. The damages, costs and expenses shall include, but not be limited to, those resulting from any corresponding contracting for credit or identity protection services, or both, and from any subsequent non-Purchasing Entity use of any Data. If Contractor Parties will Perform for any purpose under this paragraph, the Contractor represents and warrants that it shall cause each of the Contractor Parties to so Perform and that each has vested in the Contractor plenary authority to cause the Contractor Parties to Perform. For purposes of this Ownership of Data Section, "Perform" shall include, but not be limited to, the obligations relating to the sale, transfer of Title, removal and transfer of possession of the Data and indemnifying and holding harmless the Purchasing Entity and the Lead State. The Contractor on its own behalf and on behalf of the Contractor Parties shall also provide, no later than 30 days after receiving a request by the Purchasing Entity, such information as the Purchasing Entity may identify to ensure, in the Purchasing Entity's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination."
3. The following Section 50 (Americans with Disabilities Act) of the Master Agreement is deleted in its entirety and replaced with the following:

"50. Americans with Disabilities Act

Contractor represents that it and Contractor's Performance complies, and during the Term, shall comply with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§12101 et seq, and with all other applicable federal and State laws concerning accessibility and nondiscrimination on the basis of disability. Failure of Contractor to satisfy this standard either now or during the Term, constitutes a material breach of the Master Agreement and entitles the State to exercise all remedies available under the Master Agreement, the law and in equity. Contractor shall indemnify, defend and hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act."

4. The following Section 53 (Summary of State Ethics Laws) of the Master Agreement is deleted in its entirety and replaced with the following:

"53. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the Lead State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Master Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Master Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Master

Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.”

5. This First Amendment is effective on the date that the last party executes this First Amendment.

All other terms and conditions not otherwise affected by this First Amendment remain in full force and effect.

The parties are executing this First Amendment on the date below their respective signatures.

Allied Universal Electronic Monitoring US, Inc.

By: _____

Name: Daniel Phalen
Print or Type Name

Title: Vice President and General Manager

Date: August 21, 2026

STATE OF CONNECTICUT
Department of Administrative Services

By: Marcie Wilson_____

Name: Marcie Wilson
Print or Type Name

Title: Contract Specialist

8/21/26
Date: _____