

FIRST AMENDMENT
TO
MASTER AGREEMENT BETWEEN
THE STATE OF CONNECTICUT
AND
Buddi US, LLC FOR
ELECTRONIC MONITORING PRODUCTS AND SERVICES

This First Amendment (the "First Amendment") is made between Buddi US, LLC. (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 15, 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 June 30, 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 to June 30, 2027.
2. The following new definition of "Artificial Intelligence" is added to Section 1 (Definitions) of the Master Agreement:

"dd. Artificial Intelligence

Artificial Intelligence" has the same meaning as provided in Conn. Gen. Stat. § 4a-2e, as may be amended."

3. The definition of "Contractor IP" in Section 1 (Definitions) of the Master Agreement is deleted in its entirety and replaced with the following:

"j. Contractor IP

Contractor's materials, including proprietary algorithms, code or data and other intellectual property (1) in existence prior to this Contract, (2) created, developed or acquired during the Term but not exclusively for the State, or (3) identified as Contractor IP in the applicable SOW; or (4) otherwise developed or acquired independent of this Contract and employed by the Contractor in connection with the Deliverables."

4. 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 Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract 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 Client Agency or Contractor and Contractor Parties directly or indirectly in connection with this Contract at all times is and will always remain vested in the State. 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 Client Agency or (ii) Termination for any reason, deliver and transfer possession to the Client Agency all of the Data, in a format acceptable to the State.
 3. At no cost to the State, 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 Client Agency, (ii) receiving final payment from the Client Agency, 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 Client Agency shall constitute, without more, a de facto breach of this Contract. Consequently, the Contractor shall indemnify and hold harmless the Client Agency and the 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-State 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 Client Agency and the 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 Client Agency, such information as the Client Agency may identify to ensure, in the Client Agency's sole discretion, compliance with the provisions of this Ownership of Data Section. This Ownership of Data Section survives Termination."
5. 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 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 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 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 Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.”

6. The following is added as a new Section 67 (Prohibition on Additional Terms of Use) to the Master Agreement:

“67. Prohibition on Additional Terms of Use

- a. The Contractor shall not require, as a condition of access to or use of any Deliverable under this Contract, that the State or its authorized Users agree to or be bound by any terms of use, service terms, privacy policy, click-through agreement, shrink-wrap agreement, browse-wrap agreement, or any other form of supplemental, unilateral or online terms that are not already incorporated into this Contract (collectively, “Supplemental Terms”).
- b. Any Supplemental Terms, whether presented before, during, or after delivery or access to or use of the Deliverables, are rejected and shall have no force or effect, regardless of any action or inaction of a User (including, but not limited to, clicking “I agree,” opening a hyperlink, accessing a website, or continuing use of a service).
- c. The Contractor may require the State or its Users to accept limitations on use only if those limitations are specifically set forth in, and are consistent with, all other terms of this Contract. No limitation on use shall be enforceable unless expressly previously agreed to in writing by the State.
- d. Imposing, or any attempt to impose, Supplemental Terms on the State or its Users constitutes a material breach of this Contract. This provision is governed by Connecticut law and does not limit any right or remedy available to the State under Connecticut law or this Contract.”

7. The following Section 5.3 (Campaign Contribution Restriction) of the Participating Addendum is deleted in its entirety and replaced with following:

“5.3 Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. “

8. The following Section 5.4 (Nondiscrimination) of the Participating Addendum is deleted in its entirety and replaced with the following:

“5.4 Nondiscrimination

- a. For purposes of this Section, the following terms are defined as follows:
 1. "Commission" means the Commission on Human Rights and Opportunities;
 2. "Contract" and “contract” include any extension or modification of the Contract or contract;
 3. "Contractor" and “contractor” include any successors or assigns of the Contractor or contractor;
 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or

not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith effort" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor; (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and
10. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- b. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor

that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation **Here:**"

9. The following is added as a new Section 5.11 (Accessibility) to the Participating Addendum:

"5.11. Accessibility

- c. The Contractor shall ensure that all Deliverables provided under this Contract comply with all applicable federal and State accessibility laws and standards, including, without limitation, the Americans with Disabilities Act of 1990, as amended (ADA); section 504 and section 508 of the Rehabilitation Act of 1973; the Connecticut General Statutes; the State of Connecticut Accessibility & Inclusivity Policy for Websites and Digital Assets, which is found at the following link: [State of Connecticut Digital Accessibility Policy](#); and the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA, which is found at the following link: <https://www.w3.org/TR/WCAG21/> or any successor standard adopted by the State during the Term.
- d. (b) No later than 10 Business Days after receiving the State's written request or as specified in a Statement of Work, the Contractor shall provide accessibility documentation demonstrating the Deliverables' accessibility compliance, including, without limitation, the Accessibility Conformance Report (ACR) using the then current WCAG Voluntary Product Accessibility Template (VPAT) standards located at <https://www.itic.org/policy/accessibility/vpat>. Such documentation demonstrating accessibility compliance may be subject to disclosure under the Connecticut Freedom of Information Act, Conn. Gen. Stat. §§ 1-200, et seq. The Contractor shall cooperate fully with the State in responding to any FOIA request concerning accessibility compliance, and providing such information and delivering any instruments, documents and materials and take such other actions as the State may deem to be necessary or appropriate in order to comply fully as may be required pursuant to the FOIA.
- e. The Contractor shall also deliver an ACR every twelve (12) months beginning on the first anniversary of the Effective Date and continuing for the duration of the Term. The Contractor shall deliver such ACR for the Deliverables using the WCAG VPAT version in effect at the time of delivery.
- f. The Contractor shall maintain the Deliverables in continuous compliance with applicable accessibility requirements throughout the Term. If at any time during the Term, the Deliverables do not comply with the applicable accessibility requirements, Contractor shall, at no cost to the State, remediate the noncompliance within the time period specified by the State. The Contractor shall not be responsible for noncompliance resulting from the State's unauthorized use of, or material modification to, the Deliverables.
- g. The State's rights under this Section are cumulative and in addition to, and not in limitation of, any other rights or remedies available to the State under this Contract, at law, or in equity, including the right to require remediation, withhold payment, terminate for cause, seek indemnification, or pursue injunctive or equitable relief.
- h. Nothing in this Section requires the Contractor to disclose, transfer, or provide access to any Contractor IP unless expressly agreed to in writing or disclosure is required by a court of competent jurisdiction."

10. 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.

Buddi US, LLC.

By: 

Name: Kyle Chapin
Print or Type Name

Title: Director of Account Management

Date: 8/26/26

STATE OF CONNECTICUT
Department of Administrative Services

By: 

Name: Marcie Wilson
Print or Type Name

Title: Contract Specialist

Date: 8/26/26