

Amendment 1
To
Master Agency Agreement
By and Between
Alcohol Monitoring Services, Inc.
And
Maury County Juvenile Ct.

This AMENDMENT 1 is by and between Alcohol Monitoring Systems, Inc. with its primary office at 1241 W. Mineral Dr., Littleton, CO 80112 and Maury County Juvenile Ct. with mailing address at Budget Dept. 1, Public Square, Columbia, TN 38401 ("Agency"). Capitalized terms in this Amendment have the same meaning as those in the Master Agency Agreement between the AMS and Agency (the "Agreement"), and a Product and Service Schedule ("Schedule"), both effective 8/18/2020.

WHEREAS, Agency and AMS desire to amend the Agreement and the Schedule, to add the Ally Mobile Application terms and pricing.

NOW THEREFORE, in consideration of the above premises and the mutual promises contained herein, it is hereby agreed that the Agreement and Schedules identified below shall be modified and amended as follows:

- A.** Section 6 – **TOUCHPOINT** of the Schedule will be renamed Section 6 – **MOBILE APPLICATIONS** and a subsection for the Ally Mobile Application will be added to Section 6 as follows.

Ally Price/Billing

Overview: The Ally Mobile Application is an AMS proprietary mobile application designed for Victim notification used to alert a Victim when a Client wearing an AMS GPS Bracelet is in geographic proximity of the Victim's phone. AMS will provide the Agency with Ally Mobile Application training. Victims will download the Ally Mobile Application to their cell phone and upon first use agree to the Ally Mobile application terms and Conditions of Use. The Agency will provide Ally Mobile Application training to the Victim. The alert geographic boundary is set by the Agency in the Monitoring Software. The Client must be on a 1x1 rate plan if they are paired with a Victim. The term "**Victim**" means a person who is a participant in a victim notification program managed by Customer and who is authorized by Customer to download and activate the Ally Mobile Application on his/her personal mobile device so that the Victim can receive alerts related to the Client based on parameters set up by Customer in the Monitoring Software.

Required Actions by Customer, Client and Victim:

It is understood and agreed by the parties that the Ally Mobile Application is to be used as a part of a written victim notification program managed by Customer whereby the Client is enrolled in a GPS monitoring program requiring the wearing of a SCRAM GPS Ankle Monitor Bracelet.

The Ally Mobile Application is not a substitute for the Victim remaining vigilant to protect his/her personal safety and cannot be relied upon as the sole means of maintaining the Victim's personal safety. Each Victim must comply with all respects with the detailed requirements listed in the Ally Mobile Application Terms and Conditions which are available via a link in the Ally Mobile Application. In addition, the timely receipt and/or accuracy of alerts from the Ally Mobile Applications are dependent upon: (i) the Victim's full compliance with the requirements of the Ally Mobile Application Terms and Conditions; (ii) full compliance of the Client with the requirements of his/her GPS location monitoring program, including but not limited to, the Client not tampering with or removing his/her device; (iii) the proper set up and maintenance in the Monitoring Software by Customer of all zones, schedules and victim information for the relevant Client; and (iv) the Client's SCRAM GPS Ankle Monitor Bracelet being "active" so that notifications can be sent to the Ally Mobile Application. Customer shall be solely responsible for the management and supervision of any Client, Victims or Customer personnel using the Monitoring Software. In addition, Customer is solely responsible for (i) the development of a Victim notification program, (ii) the maintenance of a separately contracted GPS monitoring program requiring the wearing by Clients of SCRAM GPS Ankle Monitor Bracelets, (iii) the selection and implementation of the Victim enrollment process, (iv) the set up and maintenance of the monitoring and notification options available in the Monitoring Software (including maintenance of all zones, schedules and victim information) and (v) the training of Victims in the set up and use of the Ally Mobile Application. AMS is not responsible or liable for Customer's failure to properly fulfill its foregoing responsibilities **AMS IS NOT RESPONSIBLE OR LIABLE TO CUSTOMER, CLIENT OR VICTIM IF THE ALLY MOBILE APPLICATION DOES NOT PROVIDE TIMELY OR ACCURATE NOTIFICATIONS OR ALERTS DUE TO A FAILURE OF CUSTOMER, CLIENT OR VICTIM TO COMPLY WITH ANY OF THE FOREGOING.**

Price: \$1 per day, per Victim, per Ally user.

Billing: AMS will invoice the Agency monthly in arrears. Payment terms will be those as set forth in the Agreement. Ally price is subject to change upon availability of additional features/function. AMS will contact Agency if the price changes and if the new price cannot be agreed on by Amendment on this Agreement, Ally will become unavailable with 30 days prior notice.

All other terms and conditions remain in force and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 1 to be executed by their duly authorized representatives as of the date last written below.

MAURY COUNTY JUVENILE CT.

ALCOHOL MONITORING SYSTEMS, INC.

By: _____

By: _____

Name: Andy Ogles

Name: Lou Sugo

Title: _____

Title: Vice President – Sales and Marketing

Date: _____

Signed by AMS and effective as of: _____

Effective Date

By: _____

Name: Pattie Farris

Title: Purchasing Agent

Date: _____