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First Amendment to Master Price Agreement for Public Safety Software Solutions, Data Collection, Storage and Utilization

Amend Attachment A in its Entirety

This Amendment to the Master Price Agreement is entered into this 8TH day of June 2022 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and US DIGITAL DESIGNS, INC. ("Vendor") based upon the sales and/or service of Public Safety Software Solutions, Data Collection, Storage and Utilization.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20350 on or about June 2, 2020 and by this reference incorporated herein; and

WHEREAS, Vendor desires to amend in its entirety Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about June 1, 2022, to amend in its entirety Attachment A of the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect all of the changes to Attachment A.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Amend in Entirety**. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect the following:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

The following is the catalog pricing and a fixed 10% discount pricing provided by USDD under the Contract. The pricing is derived from USDD's latest catalog pricing (June 1, 2022)

DISPATCH LEVEL SYSTEM				
Product /Service Description	**Part No**	**USDD List**	**Discount**	**LOC Price**
Radio System Interface (Full Console Interface) – To L3Harris SYMPHONY (Requires Applications Server (DA2) and owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-SYMP**	$13,650.00	10%	$12,285.00
Radio System Interface (Full Console Interface) – To **L3Harris MAESTRO** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MAES**	$13,650.00	10%	$12,285.00
Radio System Interface (Full Console Interface) – To **Motorola MCC7500** (Requires owner-furnished, dedicated, console – specifically and solely tasked for Station Alerting)	**RSI-MCC7**	$13,650.00	10%	$12,285.00
CAD Interface – **TBD** (USDD-side Only – Customer responsibility to discuss CAD-side costs (if any) with their vendor)	**CADI-P**	$14,25000	10%	$12,825.00
G2 Communications Gateway Pair (Hardware for CAD interface) 2@1RU each (2RU Total)	**G2-GW**	$10,425.00	10%	$9,382.50
G2 Communications Gateway – VMWare Virtual (Software for Controller with Install Assistance)	**G2-VM**	$10,425.00	10%	$9,382.50
G2 Gateway Audio Radio Interface (Garib) – Kitted with Flange-Mount, Rack-Mount Adapter Available if needed	**GaRI2**	$2,450.00	10%	$2,205.00
Rack-Mount Adapter Plate – Mounts (up to) 2 GaRI2s in 19" Rack	**GaRI2-RMP**	$65.00	10%	$58.50
G2 TV REMOTE Module, For Dispatch-Level Information (TV & Electrical Outlet by Others)	**TVR-D**	$975.00	10%	$877.50
G2 Light Tower Interface	**LTI**	$675.00	10%	$607.50
Training – System Administrator / Dispatch Supervisor – **On-Site** (4 Hours)	**TRA-DIS-O**	$4,425.00	10%	$3,982.50
Training – System Administrator / Dispatch Supervisor - @ USDD HQ (4 Hours)	**TRA-DIS-AZ**	$1,550.00	10%	$1,395.00
Training – System Administrator / Dispatch Supervisor – Remote Refresh (4 Hours)	**TRA-DIS-R**	$1,3250.00	10%	$1,192.50
Training – Station-Level Configuration and Equipment Usage – **On-Site** (4 Hours)	**TRA-STA-O**	$4,425.00	10%	$3,982.50

Training – Station-Level Configuration and Equipment Usage - @ USDD AZ-HQ (4 Hours)	**TRA-STA-AZ**	$1,550.00	10%	$1,395.00
Training – Station-Level Configuration and Equipment Usage – Remote Refresh (4 Hours)	**TRA-STA-R**	$1,325.00	10%	$1,192.50
Training – Installation Contractor – On-Site / USDD G2 Certification / 8 Hours (TBD – only needed if required to use non-certified contractor)	**TRA-IC-O**	$6,125.00	10%	$5,512.50
Training – Installation Contractor – At Arizona Training Center / USDD G2 Certification / 8 Hours (TBD – only needed if required to use non-certified contractor)	**TRA-IC-AZ**	$3,125.00	10%	$2,812.50
STATION LEVEL SYSTEM				
RETROFIT COMPONENTS (Integration into Legacy Systems and Legacy Conversion				
Mixer – G2 Power, Audio & Ethernet (24 devices) – Version 2	**MIX4-IP**	$1,825.00	10%	$1,642.50
Power Supply, Phoenix G2 System, 48 Vdc, 1200 VA plus 12 Vdc output for Station Radio	**PS-G248p v2**	$2,150.00	10%	$1,935.00
Ethernet Switch, Rack Mount, 26-port Gigabit Smart Switch	**SRW22 G4**	$550.00	10%	$495.00
UPS – Rack Mount (1500VA) (Each ATX Needs x1/ Each Mixer Needs x1)	**UPS-RM**	$1,150.00	10%	$1,035.00
CONTROL MODULE for 70V AUDIO Systems. Includes (1) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (4) audio circuits.	**IOR-70V-SW4-V1**	$1,850.00	10%	$1,665.00
CONTROL MODULE for 70V AUDIO Systems. Includes (2) P.O.E. I/O Remote Peripheral, 70v audio switching adapters and mounting system for (8) audio circuits.	**IOR_70V-SW8-V1**	$3,650.00	10%	$3,285.00
XX SPECIAL SYSTEM COMPONENTS & PRODUCTS (for replacement of damaged original parts / Critical Updates Only) 90-DAY WARRANTY				
ATX Mother Board – Replacement for Damaged or EOL Original	**ATX-MBR**	$8,250.00	10%	$7,425.00
G2 Station Controller Software Upgrade – to ATX Station Controller	**G2-SCSU**	$10,800.00	10%	$9,720.00
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-NSR**	$365.00	10%	$328.50
ATX Network Switch (non-PoE) – 16-Port 10/100 – Replacement for Damaged or EOL Original Only	**ATX-TPR**	$6,875.00	10%	$6,187.50
STATION SYSTEM LICENSES				
G2 VOICEALERT - Single Station License	**VA**	$1,030.00	10%	$927.00
STATION SYSTEM CONTROLLER				
G2 ATX STATION CONTROLLER – Power/Signal/Control up to 8 peripheral Remote Options. 4 Unique Amps/Zones available.	**ATX**	$21,750.00	10%	$19,575.00
G2 EXPANSION KIT - Allows ability to Power/Signal/Control up to 12 more peripheral Remote options per EXP.	**EXP**	$7,325.00	10%	$6,592.50
Rack Mount Ears for ATX or EXP	ATX-E	$64.00	10%	$57.60
Base Plate for ATX or EXP	ATX-P	$64.00	10%	$57.60
ATX UPS, Standard	UPS-STD	$923.00	10%	$830.70
Shelf/Bracket, Wall-Mount for UPS	UPS-WMB	$65.00	10%	$57.60
STATION SYSTEM PERIPHERAL COMPONENTS				

Audio Amplifier, External, Standard	AMP	$987.00	10%	$888.30
Shelf, Under Table or Wall Mount, for 1U ½ Rack	AMP-S	$76.00	10%	$68.40
G2 COLOR INDICATOR REMOTE Module – Up to 8 unique colors	**CIR**	825.00	10%	$742.50
G2 I/O REMOTE Module w/ 8 In & 8 Out	**IOR**	$1,3750.00	10%	$1,237.50
Push Button, Standard (Black)	PB-B	$110.00	10%	$99.00
Push Button, Emergency (Red)	PB-R	$110.00	10%	$99.00
G2 LOCAL ALERTING REMOTE Module – Gives ability to trigger the local G2 FSA System when a connection to a dispatch-level system is not available**.** Requires ATX PoE or PoE Injector.	**LAR**	$2,025.00	10%	$1,822.50
POE INJECTOR – Provides local 48vdc power to specific USDD peripheral components	**POI-INJ-1**	$390.00	10%	$351.00
G2 MESSAGE REMOTE 2 Module (2017 Version 2)	**MR2**	$1,425.00	10%	$1,282.50
G2 MESSAGE SIGN (Digital LED) **MINI GammaSign** / 12" Active Screen Width / **Turn Out Timing ONLY**	**MS-G-M**	$915.00	10%	$823.50
G2 MESSAGE SIGN (Digital LED) **STANDARD GammaSign** / 24" Active Screen Width	**MS-G-S**	$1,050.00	10%	$945.00
G2 MESSAGE SIGN (Digital LED) **EXTENDED GammaSign** / 36" Active Screen Width	**MS-G-E**	$1,575.00	10%	$1,417.50
MS-G Adapter Plate, SINGLE. VESA 100, joins (1) MS-G-S (or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-S**	$55.00	10%	$49.50
MS-G Adapter Plate, DOUBLE, VESA 100, joins (2) MS-G -S(or-E) to any standard mount with VESA 100 hole patterns (mount not included)	**MS-AP-D**	$65.00	10%	$58,50
MS-G Hanger Kit. Hangs single or double (back-to-back) Message Signs (Gamma Version) from Ceiling. Includes both suspended ceiling T-Bar Scissor Clips and Hard-Pan Flange Mounts.	**MS-HK**	$73.00	10%	$65.70
MS Mount – Articulating, Long reach	MS-MNT-ART-L	$325.00	10%	$292.50
G2 ROOM REMOTE 2 Module / 2017 version 2	**RR2**	$2,025.00	10%	$1,822.50
G2 REMOTE USER INTERFACE Module – Extends ATX's TouchScreen User Interface into alternative area of same building.	**RUI**	$2,025.00	10%	$1,822.50
RR2 Adpater Plate, for Retrofit in RR1 Wall Cavity	RR2-AP	$75.00	10%	$67.50
RR2 Surface Mount Box, for SURFACE MOUNT (hard wall) installation. Three (3) ¾" conduit knock-outs.	RR2-SMB	$175.00	10%	$157.50
G2 SPEAKER – LED Illuminated – FLUSH Mount, 70v	**SPK-LED-FM**	$325.00	10%	$292.50
G2 SPEAKER – LED Illuminated – SURFACE Mount (Metal Box), 70v	**SPK-LED-SM**	$325.00	10%	$292.50
G2 SPEAKER – OmniAlertStrobe - Omnidirectional Alerting Speaker, optimized for high Vocal Intelligibility in large open indoor areas and **with High-Intensity LED Strobe Light Arrays** – includes Cable Hanging Kit (typically requires MR2 for power/signal/control)	**SPK-OAS**	$875.00	10%	$787.50
SPK-OAS/OmniStrobe Mounting Bracket / BEAM FLANGE CLIP- for mounting directly onto an exposed (1/8-14") I-Beam	SPK-OAS-BFC	$23.00	10%	$20.70
SPK-OAS/OmniStrobe Mounting Bracket /DROP CEILING BRACKET- for mounting directly to T-Bar in Suspended Ceiling	SPK-OAS-DCB	$55.00	10%	$49.50

SPK-OAS/OmniStrobe Mounting Bracket / SURFACE MOUNT – for mounting directly to hard ceiling	SPK-OAS-SMB	$55.00	10%	$49.50
SPEAKER – STANDARD, FLUSH Mount, 70v	SPK-STD-FM	$105.00	10%	$94.50
SPEAKER – STANDARD, SURFACE Mount (Metal Box), 70v	SPK-STD-SM	$105.00	10%	$76.50
SPEAKER – APP BAY/OUTDOOR – Weatherized, Surface Mount, 70v	SPK-W-SM	$325.00	10%	$292.50
G2 Strobe Light / Red LED	**STR**	$575.00	10%	$517.50
G2 TV REMOTE Module – For Station-Level Information (TV & Electrical Outlet by Others; C.E.C. control subject to TV ability)	**TVR-S**	$975.00	10%	$877.50
Flat Panel Monitor / Smart HDTV 40-43" (Electrical Outlet/Provision By Others; C.E.C. control subject to TV ability)	FP-43	$1,100.00	10%	$999.00
Flat Panel/TV Mount – Universal 23"-46" Tilt	FPM-U	$115.00	10%	$103.50
Transformer, 8ohm to 70V, External	XFMR	$53.00	10%	$47.70
VIDEO DOOR STATION – Doorbell & Camera that ties into G2 FSAS (HDTV Remote) – Includes Power Injector	VDS	$ 1,700.00	10%	$1,530.00

Hourly Rates				
Description	**Cat. No.**	**List Price**	**Discount**	**LOC Pricing**
Senior Software Engineer	**HR-SSE**	$325.00	10%	$292.50
Software Engineer I	**HR-SE1**	$310.00	10%	$279.00
Field Training Representative	**HR-FTR**	$345.00	10%	$310.00
Remote Training Representative	**HR-RTR**	$275.00	10%	$247.50
Field Project Manager	**HR-FPM**	$275.00	10%	$247.50
Remote Project Manager	**HR-RPM**	$225.00	10%	$202.50
Service Technician	**HR-ST**	$165.00	10%	$148.50
Integration Technician	**HR-IT**	$150.00	10%	$135.00

OPTIONS				
Description	**Part No.**	**List Price**	**Discount**	**LOC Pricing**
G2 FSA Applications Server (Hardware for mapping interface) 1@2RU ONLY NEED TO INCLUDE IF YOU DO NOT WISH USDD TO HOST. Would contain only your data / Accessible only to your system.	**APLS-SVR**	$ 4,625.00	10%	$ 4,162.50
G2 MOBILE FSAS APP - Single Device License / Per Year Cost ($9.00 / $8.10 per Month) - for additional licenses over and above x24 provided with ATX Station Controller	**APP-DLA**	$ 108.00	10%	$97.20
System Configuration and Modification for Applications Integrations	**APLS-CM**	$325.00	10%	$292.50
Training - Application Services - <u>On-Site</u> (4 Hours)	**APLS-TRN-**	$4,425.00	10%	$3,982.00
Training - Applications Services - <u>At Arizona Training Center</u> (4 Hours)	**APLS-TRN-AZ**	$1,550.00	10%	$1,395.00
Training - Applications Services - <u>Remote Refresh</u> (4 Hours)	**APLS-TRN-R**	$1,325.00	10%	$1,192.50

2. **Full Force and Effect**. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 2, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:
Patty Mulvihull
A29AFD029F7244E...

Date June 9, 2022 | 10:36 PM PDT

BY: Patty Mulvihull
ITS: Interim Executive Director

US DIGITAL DESIGNS, INC.

DocuSigned by:
Erik Hanson
9DBA330D9B934...

Date June 10, 2022 | 3:12 PM PDT

BY: Erik Hanson
ITS: Sales Manager

Electronic Record and Signature Disclosure

DocuSign

Certificate Of Completion

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Marshall Stiles
17930 International Boulevard
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SeaTac, WA 98188
marshall.stiles@mynpp.com
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Erik Hanson ehanson@usdd.com Sales Manager Security Level: Email, Account Authentication (None)	DocuSigned by: Erik Hanson 60BA33C200B9434... Signature Adoption: Pre-selected Style Signed by link sent to ehanson@usdd.com Using IP Address: 98.177.47.70	Sent: 6/8/2022 3:26:05 PM Viewed: 6/10/2022 3:09:18 PM Signed: 6/10/2022 3:12:48 PM

Electronic Record and Signature Disclosure:
Accepted: 6/10/2022 3:09:18 PM
ID: 4cc10a13-80a8-4b27-8f6b-33624357391a

Patty Mulvihull pmulvihill@orcities.org Interim Executive Director Security Level: Email, Account Authentication (None)	DocuSigned by: Patty Mulvihull A49AFD929F7246E... Signature Adoption: Pre-selected Style Signed by link sent to pmulvihill@orcities.org Using IP Address: 65.152.168.162	Sent: 6/9/2022 1:34:20 PM Viewed: 6/9/2022 10:35:42 PM Signed: 6/9/2022 10:36:00 PM

Electronic Record and Signature Disclosure:
Accepted: 6/9/2022 10:35:42 PM
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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Marshall Stiles marshall.stiles@mynpp.com Contract Administrator NPP & NPPGov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 98.232.37.85 Viewed using mobile	Sent: 6/10/2022 3:12:50 PM Viewed: 6/10/2022 3:21:16 PM

Certified Delivery Events	Status	Timestamp

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Certified Delivered	Security Checked	6/10/2022 3:21:16 PM
Signing Complete	Security Checked	6/9/2022 10:36:00 PM
Completed	Security Checked	6/10/2022 3:21:16 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: marshall.stiles@mynpp.com

To advise National Purchasing Partners of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with National Purchasing Partners

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to marshall.stiles@mynpp.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify National Purchasing Partners as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by National Purchasing Partners during the course of your relationship with National Purchasing Partners.