



Sourcewell Cooperative Purchasing  
SOURCEWELL MASTER AGREEMENT #030425-CDX | Public Safety Software  
Sourcewell Member: Burnet County, TX - Account # 117799

#### **GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT**

THIS GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT (the "Amendment") is entered into as of August 14, 2026 ("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 Burnet County Sheriff's Office, a body corporate and politic under the laws of the state of Texas ("Customer"), having its principal place of business at 1601 E Polk St, Burnet, TX 78611.

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 replacing addendum B pursuant to this Amendment.

NOW THEREFORE, the parties agree as follows:

Addendum B is amended to reflect changes to the Annual Software Renewal Fee (SRF) and is to be replaced with the following terms on the following Addendum B:



**ADDENDUM B**  
**FEE PAYMENT SCHEDULE**

| Term                 | Year                                                                                    | Fee Type*                                                                                                   | Event Occurrence                                                                                                        | Amount                                                                           |
|----------------------|-----------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Initial Term</b>  | Year 1 – Includes all time from contract execution to the first anniversary of go-live. | <b>First 50% of Initial Term Fee – 5% Sourcewell Discount Applied</b><br><br><b>Date (05/13/2026)</b>       | Contract Execution                                                                                                      | <b>\$16,550.15</b>                                                               |
|                      |                                                                                         | <b>Final 25% of Initial Term Fee – 5% Sourcewell Discount Applied</b>                                       | Go-Live Date                                                                                                            | <b>\$16,550.15</b>                                                               |
|                      | Year 2                                                                                  | <b>Initial Term Fee for Year Two** – 5% Sourcewell Discount Applied</b><br><br><b>Date (8/6/2027)</b>       | First Year Anniversary of the Go-Live Date<br>X1 Spartan Lease<br><u>X1 Mobile Command XR License</u><br>New Annual SRF | <b>\$27,949.00</b><br><b>\$ 665.00</b><br><b>\$ 736.25</b><br><b>\$29,350.25</b> |
|                      | Year 3                                                                                  | <b>Initial Term Fee for Year Three** – 5% Sourcewell Discount Applied</b><br><br><b>Date (8/6/2028)</b>     | Second-year anniversary of the Go-Live Date                                                                             | <b>\$29,350.25</b>                                                               |
| <b>Extended Term</b> | Year 4                                                                                  | <b>Extended Term Year One Renewal Fee*** – 5% Sourcewell Discount Applied</b><br><br><b>Date (8/6/2029)</b> | Third-year anniversary of the Go-Live Date                                                                              | <b>\$29,350.25</b>                                                               |
|                      | Year 5                                                                                  | <b>Extended Term Year Two Renewal Fee*** – 5% Sourcewell Discount Applied</b><br><br><b>Date (8/6/2030)</b> | Fourth-year anniversary of the Go-Live Date                                                                             | <b>\$29,350.25</b>                                                               |



|                         |        |                                                                                                                   |                                            |                    |
|-------------------------|--------|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------|
|                         | Year 6 | <b>Extended Term Year Three Renewal Fee***<br/>– 5% Sourcewell Discount Applied</b><br><br><b>Date (8/6/2031)</b> | Fifth-year anniversary of the Go-Live Date | <b>\$29,350.25</b> |
| <b>Modification Fee</b> |        | [No such modifications contemplated as of the Effective Date.]                                                    |                                            | <b>[N/A]</b>       |

\* These amounts do not include any taxes.

\*\*\* The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B.

In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the initial Term or the end of any Extended Term, as applicable.

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

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: Mark Cowley  
Title: Director of Jail Ops  
Date: 8/14/2026

By: \_\_\_\_\_

(signature of authorized representative)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_