

ADDENDUM NO. 2
BI TAD ADDENDUM
TO THE
MONITORING SERVICE AGREEMENT
 Agreement No. 052710VG4 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
JACKSON COUNTY, MISSOURI ("Agency")

This "BI TAD" Addendum is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. **COMMERCIAL AVAILABILITY:**

BI shall not be liable for any delay in performance due to limited availability of BI TAD products and service.

2. The following equipment shall be added to the Agreement:

BI TAD Unit:

Provides continuous alcohol monitoring: TAD uses transdermal technology to constantly monitor whether or not the Client has been drinking. If alcohol is detected, TAD transmits the data to a receiver in the Client's home when he or she comes within range of the receiver. The data is then transmitted to the central monitoring computer via telephone systems, and a report or alert is generated.

3. The following conditions shall be added to the Agreement in accordance with Agency requirements:

SERVICE CONDITIONS

Agency recognizes and acknowledges that information is transmitted via third-party telecommunications service providers. BI makes no representations or warranties regarding carriage of information over any communications medium not directly controlled by BI, including, but not limited to, wireless and "land-line" telecommunications services. Further, BI shall not be liable for any interruption of service or non-transfer of information due to interruptions, temporary downage or other failure to any system that is not directly in BI's control. BI agrees to notify Agency as soon as is practicable in the event BI Equipment is not operational due to any such interruption.

4. **CHARGES:**

TAD WITH RF MONITORING CHARGES:

TAD with Alcohol and RF Monitoring Unit Rental Charge:	\$5.24	per Unit per day provided from BI inventory.
TAD with Alcohol and RF Monitoring Unit Service Charge:	\$3.50	per Unit per active day.
Total TAD with Alcohol and RF Monitoring Unit Charge:	\$8.74	per Unit per day.

5. **ADDITIONAL SERVICES:**

Freight: BI will pay for the cost of shipping Units and other Equipment to and from Agency.

TAD Units one (1) No-charge Spares: Agency is entitled to up to, but not to exceed, one (1) TAD Unit at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement. For any inactive TAD Units in excess of the one (1) no-charge spare units allowance, Agency will incur a \$5.24 charge per day/per unit. Following execution of this Addendum, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

TAD Units 5% Loss or Damage: During each year of the Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged Units equal to, but not to exceed, five percent (5%) of the average daily total number of Units in Agency's possession. The replacement cost for TAD Units above the five percent (5%) allowance is \$4,150.00 each. The TAD fiber optic Strap is not included in the five percent (5%) allowance, and the replacement cost will be \$149.00 each during each year of the Agreement.

Reasonable Supplies: Service includes reasonable disposable field supplies as required by Agency.

Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

IN WITNESS WHEREOF, Agency and BI have executed this Addendum by their duly authorized representatives, as of the latest date set forth below.

BI INCORPORATED

By: Michael E. Hanker Date 7-13-10

Printed Name: Michael E. Hanker

Printed Title: Corporate Controller

JACKSON COUNTY MISSOURI

By: Michael D. Sanders Date 9/23/2010

Printed Name: Michael D. Sanders

Printed Title: JACKSON COUNTY EXECUTIVE

