State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	Parkeon, Inc. 40 Twosome Dr. Ste. 7 Moorestown, NJ 08057-1369

SECOND AMENDMENT
TO
MASTER CONTRACT NO. 04417
PARKING HARDWARE, SOFTWARE AND MAINTENANCE

This Second Amendment ("Amendment") to Master Contract No. 04417 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Parkeon, Inc. a Delaware Corporation ("Contractor") and is dated as of June, 1, 2021.

RECITALS

A. State and Contractor (collectively the "Parties") entered into that certain Master Contract No. 04417 for Parking Hardware, Software and Maintenance dated effective as of May 8, 2018 ("Master Contract").

B. The Parties previously amended the Master Contract as follows:

   a. Amendment No. 1, effective April 4, 2020, added statement at the end of Section 3.2 Contract Scope and added Exhibit B2 to the Master Contract.

C. The amendment set forth herein is within the scope of the Master Contract.

D. The Parties now desire to amend the Master Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Master Contract, as previously amended, as follows:

1. ECONOMIC ADJUSTMENT. The Section 3.4 ECONOMIC ADJUSTMENT is hereby deleted in its entirety and replaced with the following:

   a. ECONOMIC ADJUSTMENT. Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, the prices set forth in *Exhibit A* shall be adjusted, based upon the percent changes (whether up or down) in the United States Department of Labor, Bureau of Labor and Statistics (BLS) Producer Price Index (PPI), *Computer & electronic product mfg, not seasonally adjusted, PPI 334334* for the most recent year. All calculations for the index shall be based upon the latest version of data published as of March 1 each year. If an index is recoded, that is the replacement is a direct substitute according to the BLS, this Contract will instead use the recode. If an index becomes unavailable, Enterprise Services shall substitute a proxy

index. If there is not a direct substitute, the next higher aggregate index available will be used. The economic adjustment shall be calculated as follows:

New Price = Old Price x (Current Period Index/Base Period Index).

2. PRODUCT ADDITIONS AND DELETIONS. The Section 3.7 Product Additions and Deletions is hereby added to the Master Contract as follows:

   3.7 PRODUCT ADDITIONS AND DELETIONS. Contractor may request to add or delete Products and Services from the price list to implement new technology solutions by sending an updated price list to the Master Contract Administrator for approval. Contractor may request to add new Products and Services to the Master Contract that are commercially available and fall within the original scope and intent of the Master Contract. Contractor may request to delete Products and Services from the Master Contract that are no longer available on Contractor's commercial price list and not in use by any Purchaser from the Master Contract. All requested additions and deletions shall be clearly identified and include the business justification and supporting documentation.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Master Contract is unaffected and remains in full force and effect.

4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Master Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

PARKEON, INC. A DELAWARE CORPORATION	STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES
By:	By: Kelli Carmony
Name: B. RELLQUET	Name: Kelli Carmony
Title: PRESIDENT	Title: Contract Specialist 3
Date: 05/25/21	Date: 05/27/2021