

**PROJECT NUMBER 42822
AMENDMENT # 1 TO
EXPRESS PRODUCTS LIST ("EPL")
MASTER PURCHASE & MAINTENANCE AGREEMENT FOR TWO-WAY RADIOS
BETWEEN
HURRICANE ELECTRONICS, INC.
AND
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES
AS CONTRACTING AGENT FOR THE
AGENCIES, INSTITUTIONS AND GOVERNING AUTHORITIES OF THE
STATE OF MISSISSIPPI
(ORIGINAL PROJECT NUMBER 40729)**

This document (hereinafter referred to as "Amendment Number 1") shall serve to amend the original Master Purchase & Maintenance Agreement for Two-Way Radios Agreement executed on July 3, 2014 (hereinafter referred to as "EPL Agreement"), between Hurricane Electronics, Inc., an Alabama corporation having its principal place of business at 14231 Seaway Road #E8, Gulfport, Mississippi 39503 (hereinafter referred to as "Seller"), and the Mississippi Department of Information Technology Services having its principal place of business at 3771 Eastwood Drive, Jackson, Mississippi 39211 (hereinafter referred to as "ITS"), as contracting agent for the governmental agencies, governing authorities, and educational institutions of the State of Mississippi (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State".

NOW THEREFORE, ITS, Purchaser, and Seller, by entering into this Amendment Number 1, mutually agree that the following provisions shall modify the aforementioned EPL Agreement:

- 1) Article 1 under "Term of Agreement" shall be and hereby is amended so as to renew the EPL Agreement for a period of two (2) years beginning June 1, 2017, and continuing through the close of business on May 31, 2019.
- 2) The sixth and seventh sentences of Article 6.1, "Method of Payment" shall be and hereby are deleted in their entirety and replaced with the following: "Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The payments by these agencies shall be deposited into the bank account of the Seller's choice."
- 3) Article 33 "Confidential Information" shall be and hereby is amended by adding the following: "33.4 The parties understand and agree that pursuant to §25-61-9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this EPL Agreement shall not be deemed confidential information."
- 4) The last sentence of Article 44 "Transparency" shall be and hereby is deleted in its entirety and replaced with the following: "Prior to ITS posting the EPL Agreement and any subsequent amendments and change orders to the website, any attached exhibits which contain trade secrets or other proprietary information and are labeled as "confidential" will be redacted by ITS. Notwithstanding the preceding, however, it is understood and agreed that pursuant to §25-61-

9(7) of the Mississippi Code of 1972, as amended, the contract provisions specifying the commodities purchased or the services provided; the price to be paid; and the term of this EPL Agreement shall not be deemed a trade secret or confidential commercial or financial information and shall thus not be redacted."

All other terms and conditions of the EPL Agreement executed on July 3, 2014, shall remain unchanged and in full force and effect.

**State of Mississippi, Department of
Information Technology Services, on
behalf of the agencies and institutions of
the State of Mississippi**

Hurricane Electronics, Inc.

By: 
Authorized Signature

Printed Name: Craig P. Orgeron, Ph.D.

Title: Executive Director

Date: 8/8/16

By: 
Authorized Signature

Printed Name: Pamela A. Sward

Title: Senior Account Executive

Date: 8/5/16