

**Participating Addendum Number OK SW1057A
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)
between
The State of Oklahoma
By and Through The Office of Management and Enterprise Services
and
AXON ENTERPRISE, INC.**

(OKLAHOMA STATEWIDE 1057A)

This Participating Addendum is entered into by the State of Oklahoma by and through the Office of Management and Enterprise Services ("Participating Entity") and Axon Enterprise, Inc., ("Contractor"), (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-145-21-400, executed by Contractor and the State of Oklahoma ("Lead State") for Public Safety Video Systems (2023-2028) ("Master Agreement"):

AXON Enterprise, Inc. ("Contractor")
17800 N 85th Street
Scottsdale, AZ 85255

PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Sean Lake
slake@axon.com
623 225 9909

Participating Entity's contact for this Participating Addendum is:

Lisa Bradley
Lisa.bradley@omes.ok.gov
405-522-4480
2401 N Lincoln Blvd
2nd Floor
Oklahoma City, OK 73105.

- I. TERM.** This Participating Addendum is effective as of the date of the last signature below or, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- II. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit

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organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

- III. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by and construed in accordance with Participating Entity's laws.
- IV. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.
 - d.** Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.
- Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum.** The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State
- V. Participating Addendum Order of Precedence.** Under this Participating Addendum the following order of precedence shall be applied in interpreting the terms and conditions that exist between the parties.
- a.** Participating Entity's Participating Addendum ("PA")
 - b.** Oklahoma Terms and Conditions
 - c.** Oklahoma NASPO ValuePoint Master Agreement Award
 - i.** Summary
 - ii.** NASPO ValuePoint Master Agreement Terms and Conditions, inclusive of any terms proposed by Contractor and accepted by the Lead
 - iii.** Service Level Agreement
 - iv.** Price and Cost Proposal
 - d.** A Purchase Order issued against the Master Agreement
 - e.** The Solicitation; and
 - f.** Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions Contained in Response, as revised and accepted by the Lead State
- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts,

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reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE. RESERVED

VIII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

IX. INFORMATION TECHNOLOGY STANDARDS. RESERVED

X. ATTACHMENTS. This Participating Addendum includes the following attachments: RESERVED

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Sean Lake
slake@axon.com
623 225 9909

For Participating Entity:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

OMES Deputy General Counsel
3115 North Lincoln Blvd
Oklahoma City, Oklahoma 73105

XII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

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SIGNATURES

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

WITNESS WHEREOF, the Parties have executed this Participating Addendum:

CONTRACTOR:


Joe McIntosh (Dec 21, 2023 09:39 CST)

Signature

Paul J. McIntosh

Printed Name

Chief Information Officer

Title

12/21/2023

Date

PARTICIPATING ENTITY:


Robert E. Driscoll, Jr. (Dec 20, 2023 14:24 MST)

Signature

Crystal Thorson

Printed Name

Robert E. Driscoll, Jr.

Title

12/20/2023

Date