

**PARTICIPATING ADDENDUM**



**PUBLIC SAFETY COMMUNICATIONS  
PRODUCTS, SERVICE AND SOLUTIONS**

Lead by the State of Washington

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Master Agreement #: 00318

Contractor: **Nokia of America Corporation**

Participating Entity: **STATE OF ALASKA**

Participating Addendum# 2022-PS-COMM-003

The following products or services are included in this contract portfolio:

*Nokia of America Corporation has been awarded the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.*

- 5.1 Microwave: Carrier Grade, Packet Data (Native IP)
- 5.2 Microwave: Network Grade
- 5.5 Microwave: Carrier Grade, Native Time Division Multiplex (TDM)
- MICROWAVE Sub-Cat 5.1 Indoor Solution
- MICROWAVE Sub-Cat 5.1 Outdoor Solution
- MICROWAVE Sub-Cat 5.2 Indoor Solution
- MICROWAVE Sub-Cat 5.2 Outdoor Solution
- MICROWAVE Sub-Cat 5.5 Indoor Solution
- MICROWAVE Sub-Cat 5.5 Outdoor Solution

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Public Safety Communications Products, Services and Solutions* led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):



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Contractor

|            |                                      |
|------------|--------------------------------------|
| Name:      | Desiree Obleton                      |
| Address:   | 3201 Olympus Blvd., Dallas, TX 75019 |
| Telephone: | 214-713-4226                         |
| Email:     | desiree.obleton@nokia.com            |

Participating Entity

|            |                                                |
|------------|------------------------------------------------|
| Name:      | Jennifer Krick                                 |
| Address:   | 333 Willoughby Ave. Suite 801 Juneau, AK 99801 |
| Telephone: | (907) 465-5680                                 |
| Email:     | Jennifer.krick@alaska.gov                      |

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER  
AGREEMENT**

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

[X] The following changes are modifying or supplementing the Master Agreement terms and conditions.

**Administrative Fees:** The Master Agreement allows Participating States and Entities to incorporate an administrative fee into the published Master Agreement pricing.

Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management for the calculated amount equal to 1.5% of the net sales under this PA for the quarterly period including both State of Alaska Agencies and its Political Subdivisions.

Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information. Administrative fee checks shall be submitted to:

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ATTN: Purchasing Section  
State of Alaska  
Department of Administration  
Office of Procurement and Property Management  
PO Box 110214  
Juneau, AK 99811-0214

The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

Administrative fee checks are due for each quarter as follows:

| <u>Reporting Period</u>                   | <u>Due Date</u> |
|-------------------------------------------|-----------------|
| State Fiscal Quarter 1 (Jul 1 - Sept 30): | Oct 31          |
| State Fiscal Quarter 2 (Oct 1 - Dec 31):  | Jan 31          |
| State Fiscal Quarter 3 (Jan 1 - Mar 31):  | Apr 30          |
| State Fiscal Quarter 4 (Apr 1 - Jun 30):  | Jul 31          |

Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

**Reporting:** Detailed Sales Data Required Reports: Contractor must submit quarterly reports to [doa.dss.vendorreport@alaska.gov](mailto:doa.dss.vendorreport@alaska.gov) and CC the Contracting Officer assigned by the State to manage this Participating Addendum. The Contractor will include the Participating Addendum # PA #2022-PS-COMM-003 and quarter for which the report is for in the subject line of the email. The report attached to the email must show detailed sales data separated by State of Alaska agencies and political subdivisions of the state. These reports are due forty-five (45) calendar days after the end of the quarter.

| <u>Reporting Period</u>                   | <u>Due Date</u> |
|-------------------------------------------|-----------------|
| State Fiscal Quarter 1 (Jul 1 - Sept 30): | Oct 31          |
| State Fiscal Quarter 2 (Oct 1 - Dec 31):  | Jan 31          |
| State Fiscal Quarter 3 (Jan 1 - Mar 31):  | Apr 30          |
| State Fiscal Quarter 4 (Apr 1 - Jun 30):  | Jul 31          |

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

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6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

7. Freight Charges (unless otherwise stated in the master contract): Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

8. Purchase Order Instructions: All orders should contain the following (1) Mandatory Language "PO is subject to NASPO ValuePoint Contract 00318" (2) Purchasing Entity Name, Address, Contact, & Phone-Number (3) Purchase order amount. Unless otherwise directed by Contractor, please send your Purchasing Entity PO to Contractor so Contractor can arrange for proper ordering and installation of the ordered items. During Contract performance, Contractor shall identify and make available to Purchasers upon request a list of subcontractors, dealers, and distributors who will supply products or perform services in fulfillment of Contract requirements. If applicable, the information shall include the subcontractor's, dealer's and distributor's name, the nature of services to be performed or products to be sold by product category/subcategory, address, telephone, facsimile, email, and federal tax identification number ("TIN") (if the company is authorized to sell and invoice for products and services). Each order must (i) identify the State by full name and address; (ii) itemize the quantity, part number and description of the Equipment that State desires to purchase, the Licensed Materials that State desires to license, and/or the Services that State desires to engage Contractor to perform; (iii) state the price of the itemized Products and Services determined under Section 3 of the Master Agreement (the "Price"), (iv) identify the "bill-to" address, (v) identify the "ship-to" address, (vi) set forth the requested delivery dates (and any shipping instructions) and/or performance dates, consistent with Contractor's standard published intervals, (viii) provide a State contact name and telephone number, and (ix) explicitly refer to the number of this Participating Addendum. State's "bill-to" and "ship-to" address must be located within the United States. By submitting to Contractor an order under this Addendum, a Purchasing Entity represents and warrants that it has funding, appropriations, limitation, allotments, and/or other expenditure authority sufficient to allow Purchasing Entity to meet its payment obligations under such order.

9. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number 2022-PS-COMM-003 and the Lead State Master Agreement Number: 00318.

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10. Pursuant to Master Agreement Section 5.2, shipping charges must be mutually agreed to between Purchasing Entity and Contractor and shall be added as a separate line item on the Contractor's invoice.

11. Pursuant to the Master Agreement Section 5.8, Contractor hereby provides its software license agreement. Purchasing Entity shall use all Licensed Materials in accordance with this Section. "Licensed Materials" refers to Software and Documentation. Upon delivery of any Licensed Material and subject to Purchasing Entity's payment of the applicable fees for such Licensed Material and compliance with the other terms and conditions of this Agreement, Contractor grants to Purchasing Entity, and Purchasing Entity accepts, a personal, nonexclusive, nontransferable license to use the portions of the Licensed Material for which activation has been authorized by Contractor, solely on or with the single unit or arrangement of Equipment for which the Licensed Material was delivered, for Purchasing Entity's internal use in the United States.

Purchasing Entity acknowledges and agrees that: (a) Contractor may have encoded within the Software optional functionality, features and/or capacity, which may be accessed only through the purchase of the applicable license extension from Contractor at an additional price (no licenses are granted to such functionality, features and/or capacity unless Purchasing Entity purchases the applicable license extension); and (b) Purchasing Entity may need to obtain a new or additional application key from Contractor to use such Software.

This Agreement applies to all updates, upgrades, maintenance releases, revisions and enhancements for the Licensed Materials which Contractor may supply to Purchasing Entity from time to time.

Purchasing Entity may copy Licensed Materials as reasonably necessary for backup and archival purposes if the copies contain all of the Contractor proprietary notices contained in the original Licensed Materials. All copies of all Licensed Materials (including partial copies) are Contractor Confidential Information. All rights, title and interest in and to the Licensed Materials, including all intellectual property rights, remain vested in Contractor, its suppliers and licensors, and Purchasing Entity is granted only a limited license to use the Licensed Materials in conjunction with the Equipment, as set out in this Section.

Purchasing Entity shall not directly or indirectly: (a) modify, copy, transmit, alter, merge, decompile, disassemble, reverse engineer or adapt any Licensed Material or portion thereof; (b) encumber, time-share, rent or lease the rights granted herein; (c) manufacture, adapt, create derivative works of, localize, port or otherwise modify any Licensed Material or portion thereof; (d) disclose or otherwise make available any Licensed Material or portion thereof to any third party; (e) enable any Software functionality, feature or capacity which Contractor licenses as a separate product, without Contractor's prior written consent; (f) take any action that may result in the Software becoming subjected to the terms of a license that requires it to be (i) disclosed or distributed in source code form, (ii) licensed for the purpose of making derivative works, or (iii) redistributable at no charge; or (g) use any Licensed Material or portion thereof except in accordance with this Section.



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Upon reasonable prior written notice, Contractor may inspect and audit Purchasing Entity's compliance with this Section during normal business hours. Purchasing Entity shall cooperate with the audit and shall grant assistance and access to applicable records, materials, personnel, Equipment, and any other information or products which may reasonably enable Contractor to determine whether the use, copying and disclosure of the Licensed Materials comply with this Agreement. In addition, Purchasing Entity shall provide remote access to its systems to enable Contractor to electronically audit Purchasing Entity's compliance with this Section. If an audit reveals that Purchasing Entity possesses or at any time possessed unlicensed copies of any Licensed Materials, or used any Licensed Materials beyond the licensed functionality, features or capacity restrictions or beyond the terms stated herein, then Purchasing Entity shall pay Contractor the applicable license fees (plus interest) and the costs incurred in the audit immediately upon request.

Certain Software may be delivered with its own specific license ("Additional License"). In such a case, the terms of the Additional License will be delivered to Purchasing Entity, such as in a separate license.txt file or as part of a tear-open document and will govern use of the Software by Purchasing Entity to the extent Contractor does not have a right to supersede them in this Agreement. Contractor's licensors are third party beneficiaries of this Agreement with respect to their Licensed Materials.

If Purchasing Entity's license or Additional License is cancelled or terminated, or when Purchasing Entity no longer uses the Licensed Materials, Purchasing Entity shall return or destroy the Licensed Materials and all copies and certify to Contractor that it has done so.

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

|                                       |                                          |                                            |
|---------------------------------------|------------------------------------------|--------------------------------------------|
| Participating Entity: State of Alaska | Contractor: Nokia of America Corporation | Contractor: Nokia of America Corporation   |
| Signature: <i>Jennifer Krick</i>      | Signature: <i>Desiree Obleton</i>        | Signature: <i>Matt Young</i>               |
| Name: Jennifer Krick                  | Name: Desiree Obleton                    | Name: Matt Young                           |
| Title: Contracting Officer III        | Title: Commercial Contracts Manager      | Title: VP, Enterprise North American Sales |
| Date: 01/25/2022                      | Date:<br><i>January 25, 2022</i>         | Date:<br>January 25, 2022                  |

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

|                                      |                                                                                |
|--------------------------------------|--------------------------------------------------------------------------------|
| Cooperative Development Coordinator: | Courtney Iverson                                                               |
| Telephone:                           | (609) 766-0230                                                                 |
| Email:                               | <a href="mailto:civersen@naspovaluepoint.org">civersen@naspovaluepoint.org</a> |

**Please email fully executed PDF copy of this document to [PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org).**