

Participating Addendum Number [01]
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)
between
State of Missouri
and
COBAN TECHNOLOGIES, INC.

This Participating Addendum is entered into by State of Missouri ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-145-21-200, executed by Contractor and the State of Oklahoma ("Lead State") for Public Safety Video Systems (2023-2028) ("Master Agreement"):

Coban Technologies, Inc. ("Contractor")
9411 S Sam Houston Pkwy W #300
Missouri City, TX 77489

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

William Chiang
COBAN.PMO@safefleet.net
281-925-0488 ext. 7177

Participating Entity's contact for this Participating Addendum is:

John D. Geiser
Senior Procurement Analyst
john.geiser@oa.mo.gov
573-522-9580

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or [effective date], whichever is later, 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.
- III. 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 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.
- IV. 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.
- V. 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.

Participating Entity acknowledges that the modifications to Sections 3.3 and 4.2 of the Master Agreement negotiated and agreed by Contractor with NASPO and Lead State, as reflected in the model Participating Addendum available to Participating Entities for use under the Master Agreement, reflect the parties' intent that the Master Agreement set forth ALL terms and conditions that will govern purchases by Participating Entities, other than narrowly defined Permitted Additional State Terms (as defined below), and that they therefore significantly limit the scope of acceptable modifications or additions to the Master Agreement which may be made in a Participating Addendum. In particular, modified Sections 3.3 and 4.2 are restated here as follows and, for clarity, shall govern and apply to this Participating Addendum in its entirety, notwithstanding anything herein to the contrary:

This Participating Addendum will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. This Participating Addendum will not include a term of agreement that exceeds the term of the Master Agreement. *Without limiting the foregoing, and notwithstanding any other provision of this Agreement (including without limitation the Master Agreement and this Participating Addendum) to the contrary, Participating Addenda, Purchase Orders, Scopes of Work, and Specifications (any of the foregoing, "Additional State Terms") may only include the following terms and conditions, and only to the extent relevant to the applicable order by a Participating Entity: (1) the items listed in Section 7.6 of this Master Agreement; and (2) any additional provisions which Participating Entity is expressly required--by applicable, legally binding (a) statute, (b) rule, (c) regulation, or (d) court order—to include in a contract for purchase of goods and/or services of the type, quantity, and value set forth in the Participating Addendum (such additional provisions described in this clause (2), "Legally Required Additional State Terms," and all terms, conditions, and other provisions described in the foregoing clauses (1) and (2), "Permitted Additional State Terms"). Any terms, conditions, or other provisions or language of any sort provided directly or indirectly by any Participating Entity which do not constitute Permitted Additional State Terms are referred to herein as "Prohibited Additional State Terms." Upon request by Contractor, Participating Entity will provide citations or other authority which demonstrate to Contractor's reasonable satisfaction that any purportedly Legally Required Additional State Terms are, in fact, required to be included as described above, and Participating Entity agrees, prior to signing, to delete from any Additional State Terms any purported Legally Required Additional State Terms for which Participating Entity has failed to make such showing. In any event, however, notwithstanding the inclusion of any Prohibited Additional State Terms in any Participating Addendum or other Additional State Terms--in each case even if signed or agreed to, or part of any document or other source signed or agreed to, by Contractor--all Prohibited Additional State Terms will be deemed to be null and void and of no effect and to be deleted from this Agreement, and shall in no event be deemed to create any ambiguity, inconsistency, or conflict with any other provision of this Agreement.*

NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by *Permitted Additional State Terms* in a Participating Addendum, *in all cases* subject to Section III of the Master Agreement. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements; *but in each case, solely to the extent same constitute Permitted Additional State Terms as defined in Section III*. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law; *but solely to the extent same constitutes a Legally Required Additional State Term as defined in Section III*. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 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.

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.

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

**Participating Addendum Number [01] for
Public Safety Video Systems (2023-2028)**

Between **the State of Missouri** and **Coban Technologies, Inc.**

to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VIII. ATTACHMENTS. This Participating Addendum includes the following attachments:

a. Attachment A: **Missouri Economic Impact**

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

For Contractor:

William Chiang
COBAN.PMO@safefleet.net
281-925-0488 ext. 7177

For Participating Entity:

John D. Geiser
Senior Procurement Analyst
john.geiser@oa.mo.gov
573-552-9580

X. 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.

SIGNATURE

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.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

Signature

J. Mark Griffin

Printed Name

Vice President - Safe Fleet Law Enforcement

Title

03/21/2024

Date

PARTICIPATING ENTITY: State of Missouri

Signature

Printed Name

Title

Date

ATTACHMENT A

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
COBAN's parent company, Safe Fleet, is headquartered in Belton, MO.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number (CC241477006).
Corporate headquarters is responsible for internal business matters, and is not directly involved in the delivery of the customer-facing products falling under this contract.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
Any applicable sales tax or tax related to conducting business in the State of Missouri will be reported and paid accordingly.

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:
None at this time.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:
None at this time.

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <https://purch.oa.mo.gov/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:
None at this time.

