

**Participating Addendum
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)
between
State of Rhode Island
and
AXON ENTERPRISE, INC.**

This Participating Addendum is entered into by State of Rhode Island ("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-145-21-400, 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

I. 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:

Jonathan Nadeau
Senior Procurement Specialist
Jonathan.nadeau@purchasing.ri.gov
401-574-8133

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below, 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. For avoidance of doubt, notwithstanding anything to the contrary, if an order issued prior to expiration or cancellation of this Participating Addendum and extends beyond the expiration or termination of this Participating Addendum, the terms of the Participating Addendum in addition to those in the executed Master Agreement shall govern that order and continue until all obligations by both the Contractor and Participating Entity are completed.
- 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. 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 AND VENUE.** 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. Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of 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.
- 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.

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- 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. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system. The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.
- 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. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- X. NOTICE.** Any notice required herein shall be sent to the following:

For Contractor:

Sean Lake
slake@axon.com
623-225-9909

For Participating Entity:

Jonathan Nadeau
Senior Procurement Specialist
Jonathan.nadeau@purchasing.ri.gov
401-574-8133

XI. 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 represent 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:

Signed by:

55DAEBB131A4424...
Signature

Robert E. Driscoll, Jr.

Printed Name

Deputy General Counsel

Title

10/2/2024 | 12:42 PM MST

Date

PARTICIPATING ENTITY:

Signature

Printed Name

Title

Date

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Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions

1. Any Purchase Agreement arising from a Participating Addendum shall be subject to the Rhode Island “State Purchases Act”, R. I. Gen. Laws § 37-2-1, *et seq.*, the Rhode Island Procurement Regulations, and the Rhode Island General Conditions of Purchase (Link Attached), except for the modifications listed below. For purposes of clarity, any reference to “the solicitation” under the following links shall mean the “Master Agreement.”
 - a. General Conditions of Purchase link: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>
 - i. In accordance with Section 13.33 of the General Conditions of Purchase, the following modifications apply:
 1. Section 13.8 (A) – Delivery - the second sentence is deleted. All deliveries will be made in accordance with the date specified on the Quote and/or as otherwise mutually agreed to between the Parties.
 2. Section 13.10 – Product Acceptance – RESERVED
 3. Section 13.11 – Ownership – RESERVED.
 4. Section 13.15 – Claims – RESERVED.
 5. Section 13.20(A) – Termination – The cure period under this section is updated to reflect thirty (30) calendar days.
 6. Section 13.21(A) – Indemnification – The last sentence shall be updated to reflect the “*negligent* acts, errors or omissions of the Vendor.”
 7. Section 13.23 – Force Majeure – the last sentence of this section is deleted.
 - b. General Conditions Addendum A link: <https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf>
 2. Vendors must register in Ocean State Procures (OSP) before a Participating Addendum may be executed.