

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

This Participating Addendum is entered into by the State of North Dakota acting by and through the Office of Management and Budget ("Participating State") on behalf of the North Dakota State Board of Higher Education ("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-145-21-100, 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 85<sup>th</sup> 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 State's contact for this Participating Addendum is:

Sara Bilden  
State Procurement Officer  
sbilden@nd.gov  
701-328-0819

- 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 institutions under the jurisdiction of the North Dakota State Board of Higher Education located in the Participating State. 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 State'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.
  - 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.

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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 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: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions
- IX. NOTICE.** Any notice required herein shall be sent to the following:
- |                                                                             |                                                                                                                       |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <p>For Contractor:</p> <p>Sean Lake<br/>slake@axon.com<br/>623 225 9909</p> | <p>For Participating Entity:</p> <p>Sara Bilden<br/>State Procurement Officer<br/>sbilden@nd.gov<br/>701-328-0819</p> |
|-----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|
- 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](mailto: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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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:

Signed by:

Robert E. Driscoll Jr.

55DAEBB131A4424...

Signature

Robert E. Driscoll Jr.

Printed Name

Deputy General Counsel

Title

2/4/2025 | 12:43 PM MST

Date

PARTICIPATING ENTITY:



Signature

Sara Bilden

Printed Name

State Procurement Officer

Title

02/04/2025

Date

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## Attachment A

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

- A. **Cooperative Purchase:** This Contract is a cooperative purchasing contract established pursuant to North Dakota Century Code (N.D.C.C.) § 54-44.4-13. Purchases under this Contract are limited to institutions under the jurisdiction of the North Dakota State Board of Higher Education ("Participating Entity"). Participation in this open-ended contract is not mandated; therefore, the estimated volume of this Contract is not known. A Participating Entity may purchase under this Participating Addendum by executing an Order or Purchase Order pursuant to the Master Agreement.
- B. **Term:** The term of this Participating Addendum will be coterminous with the NASPO ValuePoint Master Agreement.
- C. **Prepayment:** Participating Entity will not make any advance payments before performance by Contractor under this Contract
- D. **Payment of Taxes by Participating State:** Participating State and Entities are not responsible for and will not pay local, state, or federal taxes. Participating State sales tax exemption number is E2001. Participating State will furnish certificates of exemption upon request by Contractor.
- E. **Termination:**
  - a. **Termination by mutual agreement:** This Contract may be terminated by mutual consent of both parties executed in writing.
  - b. **Termination without cause:** Participating State may terminate this Contract in whole or in part when it has determined that continuing the Contract is no longer necessary or would not produce beneficial results commensurate with the further expenditure of public funds.
  - c. **Termination for lack of funding or authority:** Participating State by written notice to Contractor, may terminate the whole or any part of this Contract under any of the following conditions:
    - i. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
    - ii. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments authorized by this Contract.
    - iii. If any license, permit, or certificate required by law or rule, or by the terms of this Contract, is for any reason denied, revoked, suspended, or not renewed.
Termination of this Contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.
  - d. **Termination for cause:** Subject to the cure period in the Master Agreement, Participating State may terminate this Contract effective upon delivery of written notice to Contractor, or any later date stated in the notice.
    - i. If Contractor fails to provide services required by this Contract within the time specified or any extension agreed to by Participating State; or

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- ii. If Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms.

The rights and remedies of Participating State provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

- F. **Injunctive Relief:** In addition to Contractor's Injunctive Relief obligations in the Master Agreement, Contractor shall immediately report to Participating State any and all unauthorized disclosures or uses of Participating State's Confidential Information or Proprietary Information of which Contractor or its staff is aware or has knowledge. Contractor acknowledges that any unauthorized publication or disclosure of Participating State's Confidential Information or Proprietary Information to others may cause immediate and irreparable harm to Participating State. If Contractor should publish or disclose such Confidential Information or Proprietary Information without authorization, Participating State shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. Contractor shall indemnify, defend, and hold harmless Participating State from all damages, costs, liabilities, and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Contractor's unauthorized notification or disclosure of Participating State's Confidential Information or Proprietary Information. As a condition to these indemnity obligations, Participating State will provide CONTRACTOR with prompt notice of any claim of which Participating State is aware and for which indemnification shall be sought under this Contract and shall cooperate in all reasonable respects with Contractor in connection with any such claim.
- G. **Rights to Remedies and Cumulation of Rights:** No remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Contract, now or in the future existing at law or in equity or by statute or otherwise.
- H. **Indemnity:** In addition to Contractor's Indemnification obligations in the Master Contract, Contractor agrees that any attorney who represents the STATE must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08.
- I. **Representations and Warranties:** Contractor represents and warrants to Participating State that neither Contractor, in connection with performing the services in performance of this Contract, nor the completed product delivered by CONTRACTOR, will infringe any patent, copyright, trademark, trade secret or other proprietary right of any person. Contractor further represents and warrants to

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Participating State that it will not use any trade secrets or confidential or proprietary information owned by any third party in performing the services related to this Contract or in delivery of the completed product unless Contractor has the authority to license, use or provide those trade secrets or confidential or proprietary information to Participating State. Contractor further represents and warrants to Participating State that neither Contractor nor any other company or individual performing services pursuant to this Contract is under any obligation to assign or give any work done under this Contract to any third party.

- J. Insurance: In addition to Contractor's Insurance obligations in the Master Contract, Contractor's insurance coverages must meet the following additional requirements:  
Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.
- K. Spoliation – Notice of Potential Claims: Contractor shall promptly notify Participating State of all potential claims that arise or result from this Contract. Contractor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Participating State the opportunity to review and inspect the evidence, including the scene of an accident.
- L. Severability: If any term of this Contract is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Contract did not contain that term.
- M. Applicable Law and Venue: This Contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Contract must be brought and solely litigated in the District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*. *The Parties expressly agree that either party may appear for and attend all matters, including hearings, conferences, meetings, and arbitrations, remotely via videoconference at the party's discretion, to the extent allowable by court.*
- N. Alternative Dispute Resolution – Jury Trial: Participating State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. Participating State does not waive any right to a jury trial.
- O. Attorney Fees and Costs: In the event a lawsuit is instituted by Participating State to obtain performance under this Contract, and Participating State is the prevailing party, Contractor shall, except when prohibited by [N.D.C.C. § 28-26-04](#), pay Participating State's reasonable attorney fees and costs in connection with the lawsuit.