NASPO ValuePoint

PARTICIPATING ADDENDUM NO. PO-10700-00027163 ("Addendum")

PUBLIC SAFETY / LAW ENFORCEMENT VIDEO PRODUCTS, SERVICES, AND SOLUTIONS

Led by the State of Oklahoma

Master Agreement #: OK-MA-145-21-100

Contractor: Axon Enterprise, Inc.

Participating Entity/State: **STATE OF OREGON**

On June 10, 2021, the State of Oklahoma ("Lead State") issued a Request for Proposal, OK-MA-145-21 on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program ("NASPO ValuePoint"), and other purchasing entities seeking offers from qualified and responsible proposers to provide Public Safety / Law Enforcement Video Products, Services, and Solutions. Lead State executed Master Agreement No. OK-MA-145-21-100 ("Master Agreement"), which consists of contract terms and conditions and other attachments.

The State of Oregon ("State" or "Oregon") is a member of NASPO ValuePoint. The State, by and through the Department of Administrative Services, Enterprise Products and Services, State Procurement Services ("DAS SPS"), on behalf of the State of Oregon and its agencies and members of the Oregon Cooperative Procurement Program ("ORCPP") ("Purchasing Entity" or "Purchasing Entities" as defined in Exhibit 1 or "Agency" or "Customer" in the Axon Master Services and Purchasing Agreement), has elected to participate in the Master Agreement, subject to the terms and conditions of this Addendum as a Participating State, also and in the alternative referred to in the Master Agreement as a Participating Entity. This Addendum is effective when all necessary approvals have been obtained and signed by the parties ("Effective Date").

DAS SPS and Contractor agree:

Master Agreement Terms and Conditions:

1. **Scope:**
   1.1. **Products and Services Available under Addendum.** This Addendum covers the Public Safety / Law Enforcement Video Products, Services, and Solutions contract led by the State of Oklahoma for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

   The following products or services are included in this Addendum:

   Category 1 – Body Worn Video Cameras and Recording Devices.
   Category 2 – Vehicle Mounted Video and Recording Devices.
   Category 4 – Interrogation / Interview Room Video and Recording Equipment
   Category 5 – Video Storage, Data Security, Software and Peripherals

1.2. Terms and Conditions; Order of Precedence. This Addendum contains additional terms and conditions applicable to individual Contracts between Contractor and Purchasing Entities. In the event of a conflict between the terms and conditions of this Addendum, the Master Agreement, and a Contract, the following descending order of precedence applies:

1) This Addendum, less its exhibits;
2) Exhibit 1 of this Addendum (Oregon Terms and Conditions);
3) Exhibit 7 of this Addendum (Federal Terms and Conditions, as may be applicable);
4) Exhibit 6 of this Addendum (State of Oregon Information Security Requirements);
5) Special Terms and Conditions of a Contract;
6) Statement of Work of a Contract;
7) Additional insurance requirements of a Contract;
8) Exhibit 2 of this Addendum (Insurance);
9) Exhibit 3 of this Addendum (Contractor Data);
10) Exhibit 5 Volume Sales Report (VSR) and Vendor Collected Administrative Fee (VCAF) Instructions;
11) Terms and conditions of the Master Agreement and its exhibits and attachments;
12) Exhibit 4 of this Addendum (Purchase Order form), and then,
13) Terms and conditions or other provisions included in any preprinted or online Contractor materials, guidelines, specifications, underlying Contractor agreements or Contractor policies, or any other provisions related to the Services published by Contractor after the Effective Date of this Addendum and not added through the amendment process.

1.3. The above referenced exhibits to this Addendum are hereby incorporated by this reference. Nothing in this Addendum limits Contractor's obligations under the Master Agreement unless otherwise noted herein. If a Contractor obligation in this Addendum conflicts with a Contractor obligation of the Master Agreement, the order of precedence in this Section 1.2 applies.

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 Oregon ("Purchasing Entities"). 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 Addendum are as follows (or their named successors):

<u>Contractor</u>

Name:	Sean Lake
Address:	17800 N 85th Street, Scottsdale, AZ 85255
Telephone:	623-225-9909
Email:	slake@axon.com

Participating Entity

Name:	Melissa Esser
Address:	1225 Ferry St. SE, Salem, OR 97301
Telephone:	971-283-4439
Email:	Melissa.j.esser@das.oregon.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.

   [___] No changes to the terms and conditions of the Master Agreement are required.

   [XX] The following changes are modifying or supplementing the Master Agreement terms and conditions, in addition to the provisions set forth in Exhibits 1-7.

5. **Threshold.** State Agency Purchasing Entities may enter into Contracts under this Addendum for any dollar amount without further delegation of procurement authority from DAS SPS. Notwithstanding the foregoing DAS SPS delegation, State Agency Purchasing Entities must obtain all other necessary approvals, including but not limited to legal sufficiency approval as required.

6. **Lease Agreements**: ***"Reserved".***

7. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of Oregon, 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.

8. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement and referencing this Addendum and the 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. 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 Master Agreement shall govern that order and continue until all obligations by both the Contractor, Participating Entity or Purchasing Entity are completed.

9. **Tax Compliance:** Contractor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this Addendum and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section,

"tax laws" includes: (i) all tax laws of this state, including but not limited to taxes referenced in ORS 305.380(4), ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to Products, Services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any violation of this Section 9 constitutes a material breach of this Addendum and any Contract issued under this Addendum. Any violation entitles DAS SPS or Purchasing Entity to terminate this Addendum or the applicable Contract, to pursue any and all allowable damages that arise from the breach and the termination of this Addendum or the applicable Contract, and to pursue any or all of the remedies available under this Addendum, a Contract, at law, or in equity, including but not limited to:

- Termination of this Addendum or the applicable Contract, in whole or in part;
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief in accordance with the terms of the Master Agreement and this Addendum;
- DAS SPS or Purchasing Entity may pursue any and all allowable damages suffered as the result of Contractor's breach of this Addendum or the applicable Contract.

These remedies are cumulative to the extent the remedies are not inconsistent, and DAS SPS or Purchasing Entity may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

10. **Participating Addendum Integration:** This Addendum, including its exhibits, and the Master Agreement, set forth the entire agreement between Contractor and Participating State with respect to the subject matter. There are no understandings, agreements, or representations, oral or written, not specified herein. Any attempt to modify or add or incorporate terms and conditions inconsistent with, and contrary to, the terms and conditions of this Addendum and the Master Agreement through a Contract or other document is null and void and hereby rejected.

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

Participating Entity: THE STATE OF OREGON, acting by and through the Department of Administrative Services, State Procurement Services	**Contractor:** AXON Enterprises, Inc.
Signature: Brent Lutz Digitally signed by Brent Lutz Date: 2025.04.03 17:39:59 -07'00' Adobe Acrobat version: 2025.001.20432	Signature: Signed by: Robert E. Driscoll, Jr. 55DAEBB131A4424...
Name: Brent Lutz	Name: Robert E. Driscoll, Jr.
Title: Procurement Services Manager	Title: Deputy General Counsel
Date: 4/3/25	Date: 4/1/2025 | 7:14 AM MST

Enterprise Information Services (EIS) Review:
Cyber Security Services (CSS) Review: Paul Levigne, via email dated 10-24-24.

LEGAL APPROVAL: Pursuant to ORS 291.047, this Addendum was reviewed and approved by Oregon Department of Justice Sr. Assistant Attorney General, Karen Johnson via email dated March 31, 2025.

Exhibit 1

Oregon Specific Terms and Conditions

1. Applicability. This Addendum pertains to the Public Safety / Law Enforcement Video Products and Services ("Products and Services"), including related intellectual property (such as documentation) to be provided by Contractor to Purchasing Entities under Contracts entered into under this Addendum.

2. Definitions.

The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits. A Contract entered into between Purchasing Entity and Contractor may also include additional defined terms.

"Contract" means the fully executed written agreement formed between Contractor and a Purchasing Entity with authority to enter into an agreement under this Addendum, including a Purchase Order, the terms and conditions of this Addendum, terms required by the Master Agreement, any additional terms required by the Purchasing Entity (if applicable), and all its exhibits and attachments.

"DAS SPS" means the State of Oregon acting by and through the Department of Administrative Services, Enterprise Goods and Services, State Procurement Services.

"ORCPP" means the "Oregon Cooperative Purchasing Program". State agencies with their own procurement authority, institutions of higher institution, political subdivisions and other entities may become members of the ORCPP and then are authorized to use statewide contracts in the State of Oregon.

"Master Agreement" means the Master Agreement #OK-MA-145-21-100 between Contractor and the State of Oklahoma, on behalf of the member states of the National Association of State Procurement Officials and the NASPO ValuePoint, and its attachments, as may be amended from time to time. The Master Agreement together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Entities of the Products and Services described in the Master Agreement.

"Purchasing Entity" means an executive department agency of the State of Oregon with authority, or with advance written authorization from a State Agency with authority, that enters into a Contract with Contractor, or an ORCPP member that enters into a Contract with Contractor and includes "Agency" and "Customer" as referenced in the Axon Master Services and Purchasing Agreement.

"Purchase Order" means a purchase document submitted to Contractor by a Purchasing Entity that is part of the Contract, and specifies the quantity and type of Products and/or Services that Contractor will provide to the Purchasing Entity under the Contract.

"State" for the purposes of this Addendum, means the State of Oregon.

3. Purchase Orders.

3.1 Form of Purchase Orders. Purchasing Entities may use their own forms for Purchase Orders. State Agencies may use the Purchase Order, substantially in the form attached to this Addendum as Exhibit 4. To the extent the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Purchase Order must contain, on the front page, the following language:

THIS PURCHASE IS PLACED AGAINST THE STATE OF OKLAHOMA MASTER AGREEMENT NO.OK-MA-145-21-100 AND STATE OF OREGON PARTICIPATING ADDENDUM NO. PO-10700-00027163. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

3.2 No Third-Party Beneficiaries. DAS SPS and Contractor are the only parties to this Addendum and are the only parties entitled to enforce its terms. Purchasing Entities are intended beneficiaries of this Addendum.

The Purchasing Entity and Contractor are the only parties to a Contract, unless the Contract specifically states otherwise, and are the only parties entitled to enforce a Contract's terms.

Contractor shall look solely to the respective contracting party for any rights and remedies Contractor may have at law or in equity arising out of the sale and purchase of Products and/or Services and the resulting contractual relationship, if any, with each such contracting party. The State bears no liability for and expressly disclaims any liability for purchases made by State Agencies, non-State Agency Purchasing Entities, or any other entity, without the authority or authorization described in this Addendum.

3.3 Verification of Purchasing Entities that are ORCPP members. Contractor shall verify that it provides Products and/or Services under this Addendum only to Purchasing Entities who are ORCPP members or that are State Agencies with appropriate authority or written authorization. Purchasing Entities shall provide such verification to the Contractor before placing any order. Contractor may also verify that a particular entity is an ORCPP member on-line at http://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx

4. Payment Provisions. Purchasing Entity's obligation to make payment under this Addendum, if any, and the obligation to pay late charges is subject to ORS 293.462.

5. Funds Available and Authorized/Non-Appropriation. The State of Oregon's and its agencies' payment obligations under Contracts entered into under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract entered into under this Addendum. Contractor is not entitled to receive payment under this Addendum or any Contract from any part of Oregon state government other than Purchasing Entity. Nothing in this Addendum or any Contract is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract entered into under this Addendum.

6. Volume Sales Reports (VSRs) / Vendor Collected Administrative Fee (VCAF). Contractor shall submit Volume Sales Reports (VSRs) and submit Vendor Collected Administrative Fees (VCAFs) in accordance Exhibit 5 of this Addendum.

7. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement, and this Addendum for any Contracts entered into by Purchasing Entities under this Addendum. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to DAS SPS and

Purchasing Entity that:

7.1 Contractor has the power and authority to enter into and perform this Addendum and each Contract entered into under this Addendum, and that this Addendum and any Contract entered into under this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;

7.2 Products will be new or like new, unused, current production models, where applicable, and will be free from defects in materials, and manufacture for manufacturer's standard warranty period. Where specifications have been made a part of the RFP, Contractor further warrants that all Products conform to the specifications and meet or exceed all quality and safety standards set forth in the RFP;

7.3 All Services to be performed under Contracts entered into under this Addendum will be performed in accordance with the applicable professional or industry standards, and that only workmanship meeting or exceeding industry standard shall be employed in the performance of this Addendum;

7.4 To the extent Contractor provides Purchasing Entity with any third party Products under this Addendum, all applicable manufacturer's warranties covering the third party Products will be provided to the Purchasing Entity directly from the manufacturer; and

7.5 To the best of Contractor's knowledge, Contractor has no undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or division of the State.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

8. Oregon Information Security; Data Protection

In addition to the confidentiality provisions in the Master Agreement, all purchases of Products and Services under this Addendum are subject to the provisions of Exhibit 6, State of Oregon Information Standards, to the extent those provisions are applicable, and to any other data privacy or security provisions designated by the Purchasing Entity.

9. Indemnification.

9.1 General Indemnity. Subject to the provisions of ORS 180.220, Contractor shall defend, save, hold harmless, and indemnify the State of Oregon, DAS SPS, Purchasing Entity and their officers, employees and agents for third party claims under this Addendum, as set forth in the Master Agreement.

9.2 Infringement Indemnity. In addition to and without limiting the generality of Section 9.1 and subject to the provisions of ORS 180.220, Contractor expressly agrees to indemnify, defend and hold the State of Oregon, Purchasing Entity and their agencies, subdivisions, officers, directors, employees and agents for claims under this Addendum, as set forth in the Master Agreement.

10. Term and Termination of Addendum.

10.1 Term. Subject to DAS SPS' right to terminate this Addendum, it is the intent of the parties that this Addendum be co-terminus with the Master Agreement. In the event the Lead State extends the term of the Master Agreement, the term of this Addendum will extend to such new expiration date without further action by DAS SPS. This Addendum remains in effect until the earlier of (i) the expiration or termination of the

Master Agreement, or (ii) expiration or termination of this Addendum in accordance with its terms.

10.2 **Termination for Convenience**. DAS SPS may terminate this Addendum, in whole or in part, at any time upon 30 calendar days' prior written notice to Contractor.

10.3 **DAS SPS Right to Terminate for Other Reasons.** DAS SPS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor, or at such later date as DAS SPS may establish in such notice, for any reason, or upon the occurrence of any of the following events:

10.3.1 State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Services to be purchased under the Addendum.

10.3.2 Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Products and/or Services under this Addendum is prohibited or the State is prohibited from paying for such Products and/or Services from the planned funding source.

10.3.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or division of the State.

10.4 **DAS SPS' Right to Terminate for Cause.** In addition to any other rights and remedies DAS SPS may have under this Addendum, DAS SPS may terminate this Addendum, in whole or in part, immediately upon written notice to Contractor of Contractor's material breach of this Addendum that is not cured within 30 calendar days of Contractor's receipt of the State's written notice of the breach.

10.5 Upon receipt of written notice of termination, Contractor will stop performance under Contracts if and as directed by State.

10.6 Termination under any provision of this Addendum does not extinguish or prejudice State's or a Purchasing Entity's right to enforce this Addendum or a Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Purchasing Entity to indemnification by Contractor.

11. Term and Termination of Contracts.

11.1 Individual Contracts may be terminated at any time by written consent of Purchasing Entity and Contractor.

11.2 Purchasing Entity may, at its sole discretion, terminate a Contract, in whole or in part, upon 30 calendar days' written notice to Contractor.

11.3 Purchasing Entity may terminate a Contract, in whole or in part, immediately upon written notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

11.3.1 Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Products and/or Services to be purchased under the Contract.

11.3.2 Federal or State laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of Products and/or Services under the Contract is prohibited, or Purchasing Entity is prohibited from paying for such Products and/or Services from the planned funding source.

11.3.3 Contractor has undisclosed liquidated and delinquent debt owed to the State of Oregon or any agency, board, commission, department or division of the State.

11.3.4 Contractor commits any material breach of this Addendum or the Contract and has failed to cure the breach within 30 calendar days after receipt of the notice.

11.4 Upon receipt of written notice of termination, Contractor will stop performance under the Contract as directed by Purchasing Entity.

11.5 Termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the Contract with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum or a Contract. If a Contract is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of the Master Agreement.

11.6 Any Contract that is terminated under this Section 11 is subject to the "Effect of Termination" clause under the Master Agreement.

12. Compliance with Law.

12.1 Compliance with Law Generally. Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Contractor, this Addendum, and Contracts entered into under this Addendum. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Addendum and Contracts: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996, as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable and required by law to be so incorporated. DAS SPS' and Purchasing Entities' performance is conditioned upon Contractor's compliance with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.

12.2 Federal Terms and Conditions. In addition to the provisions set forth in Section 12.1, Contractor shall comply with the federal terms and conditions set forth in Exhibit 6 to the extent they are applicable to any Contract.

12.3 Oregon False Claims Act. Contractor acknowledges the Oregon False Claims Act, ORS 180.750 to 180.785, applies to any action by Contractor pertaining to this Addendum or a Contract, including the procurement process relating to this Addendum, which constitutes a "claim" (as defined by ORS 180.750(1)). By its execution of this Addendum, Contractor certifies that to the best of its knowledge, the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Contract. In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false claim or performs a prohibited act under the Oregon False Claims Act, the Oregon Attorney General may enforce the liabilities and penalties provided by the Oregon False Claims Act against Contractor. Contractor understands and agrees that any remedy that may be available under the Oregon False Claims Act is in addition to any other remedy available to the State of Oregon under this Contract or any other provision of law.

12.4 Changes in Law Affecting Performance. Each party will immediately provide notice to the other of any knowledge of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Addendum or a Contract.

12.5 Pay Equity. As required by ORS 279B.235, Contractor shall comply with ORS 652.220 and shall not unlawfully discriminate against any of Contractor's employees in the payment of wages or other compensation for work of comparable character on the basis of an employee's membership in a protected class. "Protected class" means a group of persons distinguished by race, color, religion, sex, sexual orientation, national origin, marital status, veteran status, disability or age. Contractor's compliance with this section constitutes a material element of this Addendum and a failure to comply constitutes a breach that entitles DAS SPS or Purchasing Entity to terminate this Addendum or a Contract for cause.

12.6 Non-Discrimination. Contractor certifies that it has a written policy and practice that meets the requirements described in ORS 279A.112 for preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. Contractor agrees, as a material condition, to maintain such policy and practice in force during the term of this Addendum and each Contract.

12.7 General Data Protection Regulation. To the best of its knowledge, DAS SPS or Purchasing Entity, as may be applicable, represent that neither DAS SPS nor Purchasing Entity process or retain any data subject to the provisions of the GDPR and therefore, the GDPR does not apply to DAS SPS or Purchasing Entity.

13. Oregon Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.311 – 192.478, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to DAS SPS or Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified promptly prior to DAS SPS' or Purchasing Entity's release of documents. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense. Except for as otherwise required by law, DAS SPS' or Purchasing Entity may, but neither is obligated to, provide any reasonable assistance required to Contractor; any such assistance, if given, will be at Contractor's expense.

14. Recycled Products. Contractor will comply with ORS 279A.125 Preference for recycled materials to the extent applicable and economically feasible.

15. Notices. Except as otherwise provided in a Contract (including for security incident and breach notifications), any formal communications between Purchasing Entity and Contractor, or notices to be given under a Contract will be given in writing by personal delivery of an electronic transmission or mailing the notice, postage prepaid, at the address or number set forth in the Contract. Any communication so addressed and mailed will be deemed to have been received five calendar days after mailing. Any communication delivered electronically will be deemed to be given when a confirming report for the transmission is generated by the transmitting machine. To be effective against the receiving party, such electronic transmission must be confirmed by telephone notice to the receiving party's authorized representative, as set forth in the Contract. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

15.1 As between Contractor and the State with respect to this Addendum, the Primary Contacts of Contractor and the State are set forth in the Addendum.

16. Governing Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Addendum and resulting Contracts, including, without limitation, their validity, interpretation, construction, performance, and enforcement.

17. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between the State of Oregon (including DAS SPS, Purchasing Entities who are State Agencies, OCRPP Purchasing Entities that are Oregon executive department agencies, and any other agency or department of the State of Oregon) and Contractor that arises from or relates to this Addendum or a Contract under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. Nothing in this section will be construed as a waiver of the State of Oregon's sovereign immunity with respect to any Claim, whether brought under State or Federal law, or the consent to jurisdiction in State or Federal Court.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or a State Agency that arise from or are related to individual Contracts or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.

The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the Party's discretion, to the extent allowable and approved by court.

18. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the Addendum or any Contract. A Purchasing Entity may withhold final payment under a Contract until Contractor has provided the Oregon Department of Revenue with the required information.

19. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, nor commitments of any kind or take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

20. Access to Records. Contractor will maintain all fiscal records relating to its performance under this Addendum and each Contract in accordance with generally accepted accounting principles and will maintain any other records relating to its performance in such a manner as to clearly document Contractor's performance. Purchasing Entity, the State and its agencies, and the Oregon Secretary of State Audits Division and its duly authorized representatives, will have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which directly relate to this Addendum to perform examination and audits and make excerpts and transcripts. To the extent provided by law, the federal government will be entitled to the same access as the State of Oregon and Purchasing Entities. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 6 years, or such longer period as may be required by applicable law following final payment and termination of this Addendum and all Contracts entered into under this Addendum, or until the conclusion of any audit, controversy or litigation arising out of or related to this Addendum or any Contract, whichever date is later.

21. Severability. If any term or provision of this Addendum or any Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum or Contract did not contain the particular term or provision held to be invalid.

22. Survival. Any terms of this Addendum or any Contract, which by their nature are intended to survive termination or expiration do so survive. Terms include but are not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions.

23. Insurance. No later than ten days following the Effective Date, Contractor must provide insurance as set forth on Exhibit 2, Insurance, of this Addendum. No Contracts may be placed or accepted until proof is provided that these requirements have been met.

24. Amendments. This Addendum or any Contract issued under this Addendum may only be modified in writing, agreed to, and executed by the Parties, and approved in accordance with applicable law.

25. Waiver. No waiver, consent, modification or change of terms of this Addendum binds either party unless in writing and signed by both parties and all necessary State approvals have been obtained. Such waiver, consent, modification or change, if made is effective only in the specific instance and for the specific purpose given. The failure of either Party to enforce any provision of this Addendum does not constitute a waiver by that Party of that or any other provision.

Exhibit 2
Insurance

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit 2 prior to performing under this Addendum or any Contract and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all Contracts, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon with an AM Best rating of no less than A: VII or Standard and Poor's rating of not less than BBB. Coverage must be primary and non-contributory with any other insurance and self-insurance, with the exception of Professional Liability and Workers' Compensation. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. INSURANCE REQUIRED.

1.1 Workers' Compensation & Employers' Liability.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than $500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than $500,000 and require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 Professional Liability.

Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than $3,000,000 per occurrence covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function as set forth under Contractor's technical documentation. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of Purchasing Entity (or Customer) Data (which may include, but is not limited to, Personally Identifiable Information ("PII"),) in any format. Coverage must extend to Business Associates (if applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

1.3 Commercial General Liability.

Contractor shall provide Commercial General Liability Insurance covering bodily injury, and property damage, on or at least as broad as ISO GC 00 01 10 01 or CG 00 01 04 13. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage for the indemnity provided under this Participating Addendum, and no limit of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than $2,000,000 per occurrence and $4,000,000 aggregate.

1.4 AUTOMOBILE LIABILITY INSURANCE.

Contractor shall provide Automobile Liability Insurance covering Contractor's business use including for all owned, non-owned, or hired vehicles with a combined single limit of not less than $1,000,000 for bodily injury and property damage. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Use of personal automobile liability insurance coverage may be acceptable if evidence that the policy includes a business use endorsement is provided.

2. EXCESS/UMBRELLA INSURANCE.

A combination of primary and excess/umbrella insurance may be used to meet the required limits of insurance.

3. ADDITIONAL INSURED.

The Commercial General Liability, and Automobile Liability insurance required under this Contract must include an additional insured endorsement specifying the State of Oregon, and its officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations but only with respect to Contractor's activities under this Addendum and any Contract. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 07 04 or equivalent.

4. TAIL COVERAGE.

If any of the required insurance is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Contract, for a minimum of twenty-four (24) months following the later of (i) Contractor's completion and Purchasing Entity's acceptance of all Services required under this Addendum and any Contract, or, (ii) The expiration of all Warranty Periods provided under this Addendum or any Contract.

5. CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to DAS SPS Certificate(s) of Insurance for all required insurance before delivering any goods or performing any Services required under this Addendum. The Certificate(s) must list the State of Oregon, and its officers, employees and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS SPS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Addendum.

6. NOTICE OF CHANGE OR CANCELLATION.

Once Contractor is notified by its insurance carrier, Contractor or its insurer must endeavor to provide at least thirty (30) calendar days' written notice to DAS SPS before cancellation of, or non-renewal of the required insurance coverage(s).

7. INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS SPS under this Addendum and to meet updated requirements as agreed upon by Contractor and DAS SPS.

Exhibit 3

Contractor Data

Contractor Information. This information is requested pursuant to ORS 305.385.

PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Contractor Name (exactly as filed with the IRS): Axon Enterprise, Inc.

Street address: 17800 North 85th Street

City, state, zip code: Scottsdale, Arizona 85255

Email address: contracts@axon.com

Telephone: (800) 978-2737 Fax: (480) 991-0791

Is Contractor a nonresident alien, as defined in 26 U.S.C. § 7701(b)(1)?

(*Check one box*): ☐ YES ☑ NO

Business Designation: (*Check one box*):

☐ Professional Corporation	☐ Nonprofit Corporation	☐ Limited Partnership
☐ Limited Liability Company	☐ Limited Liability Partnership	☐ Sole Proprietorship
☑ Corporation	☐ Partnership	☐ Benefit Company

☐ Other

Exhibit 4

Purchase Order

STATE OF OREGON	PURCHASE ORDER (PO) NO.	

Purchasing Entity's Authorized Representative	Purchase Order Date	Requisition No.

Contractor Name and Address	Purchasing Entity's Invoicing Address

Contractor FEIN	Participating Addendum number	Purchasing Entity's Authorized Representative Email Address
	PO-10700-00027163	

Deliver to Address	Purchasing Entity's Authorized Representative Phone and Fax Number
	Delivery Schedule or Delivery Date

Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	

THIS PURCHASE IS PLACED AGAINST THE STATE OF OKLAHOMA MASTER AGREEMENT NO. OK-MA-145-21-100 AND STATE OF OREGON PARTICIPATING ADDENDUM NO. PO-10700-00027163.THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ASSOCIATED PARTICIPATING ADDENDUM APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

Purchasing Entity's Authorized Representative to Make Purchase	Date	

Exhibit 5

Volume Sales Report (VSR) and Vendor Collected Administrative Fee (VCAF) Instructions

Volume Sales Report (VSR)

1. Contractor shall submit a Volume Sales Report (VSR) to Department of Administrative Services, State Procurement Services (DAS SPS) no later than thirty (30) calendar days after the end of each calendar quarter. Calendar quarters end March 31, June 30, September 30, and December 31.

2. Contractor shall not reflect the Vendor Collected Administrative Fees (VCAF) as a separate line-item charge to Purchasing Entities.

3. The VSR must contain:

    a) Complete and accurate details of all receipts for the reported period;

    b) The information identified in DAS SPS document titled Volume Sales Report Template. This document should be supplied by the DAS SPS Contract Administrator at time of execution.

    c) Such other information as DAS SPS may reasonably request. Contractor shall send a VSR to DAS SPS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter." This report may be sent by e-mail without any attachment provided the subject title clearly identifies Contractor's company name, the relevant Participating Addendum Number, and the reporting period for the VSR.

4. Contractor shall provide the VSR in MS Excel (.xls, .xlsx) format and in spreadsheet form and must be submitted by e-mail.

5. Contractor shall submit the first VSR to the DAS SPS Contract Administrator for review and approval. The approved first VSR and subsequent VSRs must be submitted to VCAF.REPORTING@OREGON.GOV. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to the Participating Addendum shall not preclude DAS SPS from challenging the validity thereof at any time.

6. DAS SPS reserves the right to terminate the Participating Addendum if VSRs are not received as scheduled or in the prescribed format in accordance with the Termination section(s) of this Addendum.

Vendor Collected Administrative Fee (VCAF)

1. The Department of Administrative Services (DAS) will invoice the Contractor based on the approved VSR. Within 30 days from the date of invoice receipt, the Contractor shall remit payment to DAS to the "remit to" address listed on the invoice.

2. Contractor shall not reflect the VCAF as a separate Quote, PO or Invoice line-item charge to Purchasing Entities.

3. Contractor shall keep records showing the sales of Goods pursuant to the Participating Addendum in sufficient detail to enable DAS SPS to determine the VCAF payable by Contractor and further agrees to permit its books and records to be examined from time to time to the extent necessary to verify the Volume Sales Reports. Such examination is to be made at the expense of DAS SPS by any auditor appointed by DAS SPS who is reasonably acceptable to Contractor, or, at the option and expense of Contractor, by a certified public accountant appointed by Contractor.

4. In the event that such examination reveals underpayment of the VCAF, Contractor shall immediately pay to DA SPS the amount of deficiency, together with any interest owed. If the examination reveals an underpayment of 5% or more of the VCAF fee, Contractor shall reimburse DAS SPS for the cost of the audit.

5. The VCAF charge for this Participating Addendum is 2% (Two Percent) of Contractor's gross total sales, less any credits or refunds, made to Purchasing Entities during the calendar quarter.

6. If VCAF is not paid by the invoice due date, the past due balance may accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such past due amount has been paid in full. In addition, the account balance may be assigned to the Oregon Department of Revenue, and subsequently a private collection firm, for collection as required by Oregon Revised Statute 293.231. At that time, you may also become responsible for the payment of an additional collection fee in accordance with ORS 293.231(11) and (12). This additional percentage will apply to any increase in the amount you owe due to the accrual of interest on the unpaid principal amount. DAS SPS' right to interest on late payments shall not preclude DAS SPS from exercising any of its other rights or remedies pursuant to the Participating Addendum or otherwise with regards to Contractor's failure to make timely remittances.

7. Contractor shall make VCAF payments by Automated Clearing House (ACH) transactions, wherever possible.

8. ACH Credit transactions will be initiated by Contractor to initiate transfer of funds from a bank account of Contractor's choosing to the bank for DAS SPS after Contractor receives from Department of Administrative Services Shared Financial Services (DAS SFS) a completed authorization agreement for ACH Credits. These payment transactions will be processed upon receipt of invoice from DAS SFS. Contractor shall comply with DAS SFS's reasonable instructions to facilitate this method of payment as noted with the receipt of the first invoice email.

   In the event ACH is not available as a means of invoice payment, the Contractor may remit in the form of a check. The check MUST reference the PS invoice number. Payments must be mailed to:

   DAS-SFS-Cashier
   155 Cottage ST NE
   Salem, OR 97301

Exhibit 6

SECURITY AND HOSTING REQUIREMENTS

Contractor's obligations under the Participating Addendum include the requirements of this exhibit.

1. DATA CLASSIFICATION AND COMPLIANCE WITH APPLICABLE LAWS.

1.1. Data Classification. Contractor shall assume that Agency Data contains information that has been classified as Level 3 Information under the State of Oregon's Information Asset Classification policy, available online at https://www.oregon.gov/das/Policies/107-004-050.pdf. Contractor certifies the Services provide the appropriate level of protection for Level 3 Information.

1.2. Compliance with Laws, Regulations, and Policies. Contractor and its employees, contractors, and agents shall comply with all applicable state and federal laws and regulations, and State of Oregon policies governing Agency Data and its use and disclosure, including as those laws, regulations, and policies may be updated from time to time. Contractor will be notified of any policy changes affecting this Participating Addendum and shall comply with any applicable updates. Applicable laws, regulations, and policies include but are not limited to:

1.2.1. The Oregon Consumer Information Protection Act (OCIPA), ORS 646A.600 through 646A.628, to the extent applicable. For purposes of OCIPA, Contractor is a vendor.

1.3. Responsible for Compliance. Contractor is responsible for the compliance of its employees, agents, and subcontractors with this Participating Addendum, and all applicable state and federal laws and regulations, and State of Oregon policies governing Agency Data and its use and disclosure.

1.4. Privacy and Security Measures. Contractor represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Agency Data. Contractor shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

2. DATA PRIVACY. In addition to Contractor's obligations under Participating Addendum regarding Confidential Information:

2.1. Privacy and Security Training. Contractor shall ensure its employees, agents, and contractors receive periodic training on privacy and security obligations.

2.2. Background Checks. Contractor has completed a criminal background check on its employees, agents, and contractors providing services related to this Participating Addendum [and who have administrator-level access to Agency Data]. Upon reasonable written request of Agency, Contractor shall certify in writing that such background checks have been completed, and the checks revealed no negative findings pertaining to dishonesty, fraud, or theft on employees, agents, or contractors providing services related to this Participating Addendum.

2.3. Limited Purposes. Contractor shall limit the use or disclosure of Agency Data to only those persons directly connected with the administration of this Participating Addendum.

2.4. No Overseas Access, Storage, or Transmission. Agency Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

2.5. Prohibition on Data Mining. Contractor shall not capture, maintain, scan, index, share or use Agency Data, or otherwise use any data-mining technology, for any non-authorized activity, and shall not permit its agents or subcontractors to do so. For purposes of this requirement, “non-authorized activity” means data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security analysis that is not explicitly authorized in this Participating Addendum.

2.6. Privacy Protections. Contractor shall maintain protections required by law or this Participating Addendum for any retained Agency Data for so long as Contractor (including through any third party) retains Agency Data.

2.7. Access. Contractor shall not suspend Agency’s access to Agency Data at any time during the Term of this Participating Addendum or during the post-termination access period.

2.8. Post-Termination Access. Contractor shall ensure Agency has access and the ability to retrieve Agency Data for at least a ninety (90) Calendar Day period following termination (“Post Termination Period”). This ninety (90) day Post Termination Period will be at no additional charge to Agency. Contractor shall not retain any copies of Agency Data following the Post Termination Period, unless another time frame is mutually agreed to between the parties in writing, except as necessary to meet its obligations under Section 20, Access to Records.

2.9. Sanitization. Contractor shall not destroy Agency Data without Agency’s written authorization during the Post Termination Period. Contractor shall notify Agency of any conditions that make deleting all Agency Data not feasible. Upon Agency’s written acknowledgement that deleting all Agency Data is not feasible and consent, Contractor shall purge or destroy all other retained Agency Data in all its forms (including copies of returned data) in accordance with the most current version of NIST SP 800-88 [or other agreed-upon standard] and provide Agency with written certification of sanitization.

3. Notifications.

3.1. Incidents and Breaches. In the event Contractor or its subcontractor or agents discover or are notified of a suspected or confirmed security incident, or a suspected or confirmed breach of security or privacy, Contractor shall notify Agency’s point of contact (or delegate) immediately, and in no event more than 48 hours following discovery or notification. An incident is an observable, measurable occurrence that is a deviation from expected operations or activities. Breaches include a failure to comply with Contractor’s confidentiality obligations. If Agency determines that a breach requires notification of its clients, or other notification required by law, Agency will have sole control over the notification content, timing, and method, subject to Contractor’s obligations under applicable law.

3.2. Requests for Agency Data. In the event Contractor receives a third-party request for Agency Data, including any electronic discovery, litigation hold, or discovery searches, Contractor shall first give Agency notice and provide such information as may reasonably be necessary to enable Agency to take action to protect its interests.

3.3. Changes in Law. Each party will provide notice to the other of any knowledge of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations.

4. SECURITY AND HOSTING

4.1. Hosting Services. Services are provided through Axon Enterprise, Inc., and are located within the continental United States. This is a material representation of fact upon which Agency may rely. Contractor shall not transfer or materially modify these hosting services without advanced notice to the Agency, through the following link to receive such notices: https://go.axon.com/l/636291/2020-09-11/42s1s9 Contractor networks and systems and Agency Data will not be accessed from, transmitted, or stored outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

4.2. Security Risk Management Plan. Contractor shall ensure the level of security and privacy protection required by the Master Agreement and this Participating Addendum for the Services is documented in a security risk management plan. Contractor will make its plan available to Agency for review upon request.

4.3. Testing. Agency reserves the right to conduct periodic security testing upon reasonable advanced notice to Agency of the Services.

4.4. Third Party Audit. Contractor shall ensure it and its subservice organizations undergo annual SOC2 Type II examination from an independent auditor to assess the relevant services. Contractor shall provide an exact copy of the SOC 2 Type II report to Agency upon request.

4.5. Security Logs and Reports. Contractor shall allow Agency access to system security logs that affect the Services, Agency Data, or processes. This includes the ability for Agency to request a report of the records that a specific user accessed over a specified period of time.

4.6. Agency Audit Rights and Access. Contractor shall maintain records in such a manner as to clearly document its compliance with and performance under this Participating Addendum, and provide Agency, the Oregon Secretary of State, and their duly authorized representatives access to Contractor's officers, agents, contractors, subcontractors, employees, facilities, and records to:

4.6.1. Determine Contractor's compliance with this Participating Addendum,

4.6.2. Validate Contractor's written security risk management plan, or

4.6.3. Gather or verify any additional information Agency may require meeting any state or federal laws, rules, or orders, including those regarding Agency Data.

4.6.4. **Notice.** Except as stated below for security logs, access to facilities, systems, and records under this section will be granted following reasonable notice to Contractor. Records include paper or electronic form, and related system components and tools (including hardware and software), required to perform examinations and audits, and to make excerpts and transcripts, including for data forensics.

4.6.5. **System Security Logs.** Contractor shall provide designated Agency staff on-demand access to system security logs for the Services, including user-level access logs for both Agency and Contractor users.

Exhibit 7

Federal Terms and Conditions

Without limiting the generality of the Compliance with Law sections in the Master Agreement and the Participating Addendum, Contractor shall comply with all federal law, regulations and executive orders, as indicated, and to the extent applicable, and shall cause all subcontractors to comply with all federal law, regulations and executive orders including the following. For purposes of this Participating Addendum and all Contracts, all references to federal laws are references to federal laws as they may be amended from time to time.

1. Equal Employment Opportunity. If a Contract, including amendments, is for more than $10,000, then Contractor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60). The Executive Order prohibits contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

During the performance under this Participating Addendum and a Contract, Contractor agrees as follows:

1.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor’s legal duty to furnish information.

1.4 Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

1.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of this Addendum or a Contract or with any of the said rules, regulations, or orders, this Addendum or a Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.8 Contractor will include the portion of the sentence immediately preceding subsection 1.1 and the provisions of subsection 1.1 through subsection 1.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency Contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. Davis-Bacon Act.

2.1. All transactions under this Participating Addendum regarding a Contract will be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt.5 as may be applicable. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2.2. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3. Additionally, Contractor shall pay wages not less than once a week.

3. Copeland “Anti-Kickback” Act.

3.1. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt.3 as may be applicable, which are incorporated by reference into this Participating Addendum and a Contract.

3.2. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency (FEMA) may be appropriate instruction require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontract with all of these contract clauses.

3.3. A breach of the contract clauses above may be grounds for termination of the Participating Addendum or Contract and for debarment as a contractor and subcontractor as provided in 29 C.F.R.§5.12.

4. Contract Work Hours and Safety Standards Act.

4.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rates of pay for all hours worked in excess of forty hours in such workweek.

4.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subsection 4.1, Contractor or subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subsection 4.1, in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by subsection 4.1.

4.3. Withholding for unpaid wages and liquidated damages. The Purchasing Entity shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under the Addendum or a Contract or any other Federal contract with Contractor or subcontractor or any other federally-assisted contract subject to the same Contract Work Hours and Safety Standards Act, which is held by Contractor or subcontractor, such sums as may be determined to be necessary to satisfy any liabilities of the Contractor or subcontractor for unpaid wages and liquidated damages as provided in subsection 4.2.

4.4. Subcontracts. Contractor or subcontractor shall insert in any subcontract the clauses set forth in subsections 4.1 through 4.4 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor with these provisions.

5. Clean Air Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. §7401 et. seq.). The Act provides, in part:

5.1. No agency may enter into any contract with any person who is convicted of any offense under the Act for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under the Act, the condition giving rise to the conviction also shall be considered to include any substantive violation of the Act associated with the violation of the Act.

5.2. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (1).

5.3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

5.4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

5.5. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

5.6. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

5.7. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Clean Water Regulations. Contractor shall comply with all applicable standards, orders, or requirements issued under the Federal Water Pollution Control Act as amended (commonly known as the Clean Water Act) (33 U.S.C. 1251 to 1387).

6.1. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

6.2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (1). In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

6.2.1. Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

6.2.2. Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

6.3. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

6.4. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

6.4.1. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

6.4.2. In paragraph (1), the term “commercial item” has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

6.5. Contractor shall report each violation to Purchasing Entity and understands that Purchasing Entity will, in turn, report each violation as required to assure notification to FEMA and the appropriate Environmental Protection Agency Regional Office.

6.6. Contractor shall include these provisions in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7. Solid Waste Disposal Act. Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. EPA Regulations. Contractor shall comply with all applicable standards, orders, or requirements under Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the State, HHS and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include and cause all subcontractors to include in all contracts with subcontractors receiving more than $100,000 in Federal Funds, language requiring the subcontractor to comply with the federal laws identified in this section.

9. Resource Conservation and Recovery. Contractor shall comply and cause all subcontractors to comply with all mandatory standards and policies that relate to resource conservation and recovery pursuant to the Resource Conservation and Recovery Act (codified at 42 USC 6901 et. seq.). Section 6002 of that Act (codified at 42 USC 6962) requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency. Current guidelines are set forth in 40 CFR Parts 247-253.

10. Recycled Materials. In the performance of the Participating Addendum or a Contract, Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with this Participating Addendum or Contract performance schedule, (ii) meeting Participating Addendum and Contract performance requirements, or (iii) at a reasonable price.

11. Byrd Anti-Lobbying Amendment; Truth in Lobbying. This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110. Contractor certifies, to the best of the Contractor’s knowledge and belief that:

11.1. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

11.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

11.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Participating Addendum and a Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Participating Addendum and a Contract imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure.

12. Substance Abuse Prevention and Treatment and Drug Free Workplace. Contractor shall comply with federal rules and statutes pertaining to the Substance Abuse, Prevention, and Treatment Block Grant, including the reporting provisions of the Public Health Services Act (42 USC 300x through 300x-64). In addition, the Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, Contractor acknowledges the following:

12.1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

12.2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

12.3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

12.4. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the State of Oregon that abuse of this drug will also not be tolerated in the workplace.

Contractor certifies that it will provide drug-free workplaces for their employees.

13. Access to Records; Audits. Contractor shall comply and, if applicable, cause a subcontractor to comply, with the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations." Contractor shall provide the State of Oregon, Purchasing Entity, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of Contractor which are directly pertinent to this Participating Addendum or a Contract issued under this Participating Addendum for the purpose of making audits, examinations, excerpts and transcripts. Contractor shall permit the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor and Purchasing Entity acknowledge and agree that no language in this Participating Addendum or a Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. Debarment and Suspension. Contractor shall comply and shall cause its subcontractors to comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall not permit any person or entity to be a subcontractor if the person or entity is listed on the non-procurement portion of the General Service Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders No. 12,549 and No. 12,689, "Debarment and Suspension". (See 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, Contractor principles as defined in 2 C.F.R. §180.995 or its affiliates, as defined in 2 C.F.R. §180.905.). This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than Executive Order No. 12549 (excluded as defined in 2 C.F.R. §180.940 or disqualified as defined in 2 C.F.R. §180.935). Subcontractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor certifies:

14.1. Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

14.2. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum and any Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

14.3. Contractor is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in subsection 18.2 of this certification; and

14.4. Contractor has not within a three-year period preceding the Effective Date of this Participating Addendum and any Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

15. Americans with Disabilities Act. Contractor shall comply and cause all subcontractors to comply with Title II of the Americans with Disabilities Act of 1990 (codified at 42 USC 12131 et. seq.) in the construction, remodeling, maintenance and operation of any structures and facilities, and in the conduct of all programs, services and training associated with the performance of work. This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

16. Federal Tax Information. Contractor shall comply with the provisions of Section 6103(b) of the Internal Revenue Code, the requirements of IRS Publication 1075, and the Privacy Act of 1974, 5 U.S.C. §552a et. seq. related to federal tax information.

17. Whistleblower Protection Act. Contractor shall comply with the requirements for whistleblower protections (if applicable) at 10 U.S.C. Section 2409, 10 U.S.C. Section 4712, 10 U.S.C. 2324, 41 U.S.C. Sections 4304 and 4310.

18. Rehabilitation Act of 1973. Contractor shall comply with requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. section 794, as amended.

19. Trafficking Victims Protection Act of 2000. Contractor shall comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking of Victims Protection Act of 2000 (TVA), as amended by 22 U.S.C. section 7104.

20. Age Discrimination Act. Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (Title 42 U.S. C. section 6101 et. seq.).

21. Buy American and Hire American. Contractor shall comply with any applicable provisions of the Buy American Act (41 U.S.C. section 83-1 through 8305) and any other applicable statutes, regulations or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or material produced in the United States.

22. Use of Logos. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

23. False Statements. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Participating Addendum or a Contract.

24. General Provisions. The Federal government is not a party to this Participating Addendum or a Contract and is not subject to any obligations or liabilities to Purchasing Entity, Contractor or any other party pertaining to any matter resulting from the Participating Addendum or a Contract.