

Master Agreement #: OK-MA-145-015

Contractor: **AXON ENTERPRISE, INC.**

Participating Entity: **COMMONWEALTH OF KENTUCKY**

**MA 758 1800000790**

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

*Only the products and accessories listed below under 2. Eligible for Purchase.*

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the *Public Safety/Law Enforcement Video & Vehicle Mounted Equipment* led by the State of *Oklahoma* for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Eligible for purchase under this Addendum to include the following items:

Item	Description
80007 (updated to 80112)	Basic Evidence.Com license
85110	Evidence.Com Included Storage
80017 (updated to 80022)	Pro Evidence.Com License
85110	Evidence.Com Included Storage
85070	Taser Assurance Plan Annual Payment, BodyCam
85035	Evidence.Com Storage
74001	Axon Camera Assembly, Online, Axon Body-2, BLK
74020	Magent Mount, Flexible, Axon RapidLock
74021	Magent Mount, Thick Outerwear, Axon RapidLock
11553	Sync Cable, USB A to 2.5 MM
11508	Molle Mount, Double, Axon RapidLock
85144	Axon Starter
85146	Axon 1-Day Service
85055	Axon Full Service

3. **Term**

The term of this PA shall be valid through January 31, 2019 with three additional one year renewals. Notwithstanding the expiration or termination of the NASPO Master Agreement, Axon agrees to perform in accordance with the terms of this Participating Addendum with the Commonwealth of Kentucky

4. **Participation:** Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions, and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts in the Commonwealth of Kentucky are subject to the prior approval of the State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

5. **Order of Precedence:**

- 1.) A Participating Entity's Participating Addendum ("PA"); A Participating Entity's PA shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of the Oklahoma NASPO *Public Safety/Law Enforcement Video & Vehicle Mounted Equipment* Master Agreement, nor shall any Participating Entity be deemed to agree to any term contradictory to the law of the Participating Entity;
- 2.) Oklahoma's NASPO *Public Safety/Law Enforcement Video & Vehicle Mounted Equipment* Master Agreement, including negotiated Terms & Conditions;
- 3.) The Solicitation including all Addendums; and
- 4.) Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this NASPO Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor, unless agreed upon between Contract Vendor and Purchasing Entity. The solicitation language prevails unless a mutually agreed exception has been negotiated.

6. **Participating State Modifications or Additions to 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.**

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

**6.1 Governing Law.** This PA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky per KRS 45A.

**6.2 No Fees for Processing Credit Card Payments.** The Contractor shall accept purchasing credit cards as a form of payment without charging any fees for the purchase.

**6.3 Consolidated Quarterly Administrative Fee.** The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky-Office of Procurement Services for an amount equal to one percent (1%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Check to be mailed to the Office of Procurement Services, 702 Capitol Ave., New Capitol Annex, Room 095, Frankfort, KY 40601.

**6.4 Compliance with State IT Standards.** Any work performed by contractor shall comply with relevant requirements of the Participating Entity's Enterprise Architecture and Kentucky Information Technology Standards ("KITS"). These standards may be found online at: <http://technology.ky.gov/Governance/Pages/KITS.aspx>.

**6.5 Duty to Cooperate Regarding Data Breach Investigations and Notifications.** Contractor shall take appropriate actions to allow the Commonwealth to timely fulfill its data breach investigation and notification requirements under KRS 61.931 to KRS 61.934 for any Participating Entity data possessed, controlled, or accessed by the Contractor.

**7 Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

**Contractor**

Name:	Contracts
Address:	17800 N. 85 <sup>th</sup> St.
Telephone:	800-978-2737
Fax:	480-991-0791
Email:	contracts@axon.com

Participating Entity

Name:	Nikki James
Address:	702 Capitol Avenue, Room 096, Frankfort, KY 40601
Telephone:	(502) 564-6523
Fax:	(502) 564-6013
Email:	<a href="mailto:Nikki.James@ky.gov">Nikki.James@ky.gov</a>

8. Partner Utilization: Each Participating State represented by NASPO ValuePoint participating in this NASPO Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The Participating State may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Participating State acknowledges and agrees that Contractor may provide a list of partners after execution of this Participating Addendum.



9. Terms: The Participating State is agreeing to the terms of the NASPO *Public Safety/Law Enforcement Video & Vehicle Mounted Equipment* Master Agreement only to the extent the terms are not in conflict with state and federal law, inclusive of any Commonwealth of Kentucky procurement statutes and regulations.

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

11. Assignment: Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other.

12 Participating Addendum: This Addendum is effective as of the full execution of this Participating Addendum below

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

<b>Participating Entity:</b> Commonwealth of Kentucky Office of Procurement Services	<b>Contractor:</b> Axon Enterprise, Inc.
<b>Signature:</b> 	<b>Signature:</b> 
<b>Name:</b> Joan Graham	<b>Name:</b> Robert Driscoll
<b>Title:</b> Executive Director	<b>Title:</b> VP, Sales Operations
<b>Date:</b> 6/12/18	<b>Date:</b> June 12, 2018

