

**PARTICIPATING ADDENDUM
NASPO ValuePoint**

NASPO POLICE RADAR, LIDAR SPEED ENFORCEMENT & SPEED ADVISORY SYSTEMS, PARTS, AND ACCESSORIES

Administered by the State of Washington (hereinafter "Lead State")

Master Agreement No: 00218

Alaska Contract Number: PRL-002AK

DragonEye Technologies, LLC.

(hereinafter "Contractor")

and

State of Alaska

(hereinafter "Participating State")

This Participating Addendum for the above referenced Master Agreement ("Participating Addendum") is made and entered into by and between the State of Alaska, acting by and through the Department of Administration, Division of Shared Services, an Alaska State governmental agency ("PARTICIPATING STATE") and DragonEye Technologies, LLC, a Georgia, Limited Liability Company ("Contractor") and is effective as of the final date provided on the signature page (page 4) of this document.

1. **SCOPE:** This Participating Addendum covers NASPO Police Radar, Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories led by the State of Washington 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.
2. **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 are subject to the prior approval of the respective State chief procurement official. Issues of interpretation and eligibility for participation are solely within the authority of the State chief procurement official.
3. **ORDERS:** Unless the parties to the Order agree in writing that another contract or agreement applies to such order, 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 Master Agreement as conditioned by this Participating Addendum and the pricing provided for this Master Agreement by DragonEye Technologies, Inc
4. **SUBCONTRACTORS:** All Contractor's Distributors authorized in the State of Alaska, as shown on the dedicated Contractor NASPO ValuePoint website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The Contractor's Distributor's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT:

- 5.1 Purchase Orders Numbers: All Purchase Orders issued by the purchasing entities within the jurisdiction of this Participating Addendum shall include the NASPO Master Agreement number: **00218**, and the assigned Alaska PA number: **PRL-002AK**.
- 5.2 Reporting: Contractor must submit quarterly reports to the State of Alaska with an electronic usage report, which must list the purchasing entity, description of item(s) purchased, date, retail price, extended price and total quarterly state spend. These reports are due within thirty (30) days of the end of the quarter in accordance with the Master Agreement and State of Alaska Fiscal Quarters.

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30)	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31)	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31)	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30)	Jul 31

- 5.3 Administrative Fee: Contractor agrees to provide an administrative fee to the State of Alaska.
 - (a) Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of Shared Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
 - (b) Administrative fees are due within thirty (30) days of the end of the quarter.
 - (c) Contractor must include the PA Number **PRL-002AK** on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
 - (d) The Administrative fee shall not be included as an adjustment to the Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
 - (e) Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Shared Services of Alaska
PO Box 110210
Juneau, AK 99811-0210

- (f) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- (g) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact person listed on this PA.

5.4 Order of Precedence: The parties acknowledge and agree that in the event of a conflict between the terms contained in the various documents comprising this Agreement, the following order of precedence will control: (a) this PA; (b) the Master Agreement, (c) any Purchase Order issued in connection therewith. This section specifically supersedes, and order of precedence provision set forth elsewhere in the Agreement.

6. **LEASE AGREEMENTS**: Leasing, renting, or purchasing equipment is not allowed throughout the term of the Master Agreement.

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

Contractor	Participating State
DragonEye Technology, LLC. 5680 Oakbrook Parkway, Suite 149 Norcross, GA 30093	State of Alaska Department of Administration Division of Shared Services PO Box 110210 Juneau, AK 99811-0210
Attn: Scott Patterson President & CEO Tel: (770) 441-7712 x151 Email: spatterson@dragoneyetech.com	Attn: Shavonne Jordan, Statewide Contracting Officer Tel: (907) 465-5682 Email: Shavonne.jordan@alaska.gov

8. **GENERAL:**

- (a) INTEGRATED AGREEMENT; MODIFICATION: This Participating Addendum and Master Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participating Addendum may not be modified except in writing signed by the Parties.
- (b) AUTHORITY: Each party to this Participating Addendum, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participating Addendum and that its execution, delivery, and performance of this Participating Addendum has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- (c) ELECTRONIC SIGNATURES: A signed copy of this Participating Addendum or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Participating Addendum or such other ancillary agreement for all purposes.

- (d) COUNTERPARTS: This Participating Addendum may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participating Addendum at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participating Addendum.

EXECUTED as of the final date and year provided below:

STATE OF ALASKA
DIVISION OF SHARED SERVICES

By:


Shavonne Jordan, Statewide Contracting
Officer

Date:

April 4, 2019

DRAGONEYE TECHNOLOGY, LLC.
A GEORGIA CORPORATION

By:

Scott Patterson

Scott Patterson, President & CEO

Digitally signed by Scott Patterson
DN: cn=Scott Patterson, o=DragonEye
Technology, LLC, ou=Headquarters,
email=spatterson@dragoneyetech.com, c=US
Date: 2019.04.04 09:05:36 -0400

Date:

04April2019

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Pricing & Ordering

Ordering Instructions

CONTRACTOR INFORMATION

Contractor:	DragonEye Technology, LLC 5680 Oakbrook Parkway, Suite 149 Norcross, GA 30093		
Contract Administration:		Primary Contact	Alternate Contact
	Name:	Debra Shaw	
	Phone:	770-441-7712 x156	
	Fax:		
	E-mail:	dshaw@dragoneyetech.com	
Customer Service/Order Placement:		Primary Contact	Alternate Contact
	Name:	Debra Shaw	Lane Mitcham
	Phone:	770-441-7712 x156	770-441-7712 x 153
	Fax:		
	E-mail:	dshaw@dragoneyetech.com	lmitcham@dragoneyetech.com
Contractor's Website:			
Payment/Order Placement Address:	DragonEye Technology, LLC 5680 Oakbrook Parkway, Suite 149 Norcross, GA 30093 dshaw@dragoneyetech.com		
Credit Card Acceptance:	Visa, Master Card, American Express, Discover		
Minimum Orders:	None		
Shipping Destination:	Freight on Board (FOB) Destination		
Freight:	Prepaid and Included		

Lidar Units					
Item	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	DragonEye Compact Speed Lidar - Model: 30228-01 includes: Soft Pack Case, 4 AA-Rechargeable batteries with Charger, Electronic Copy Operator's Manual, Laminated Quick Reference Card, 1-Year Standard Warranty	1	EA	10 days	\$1,549.00
2	DragonEye Speed Lidar - Model: 40120-01 includes: Hard Shell Case, 2 C-cell Batteries, Electronic Copy Operator's Manual, Laminated Quick Reference Card. 2-Year Standard Warranty	1	EA	10 days	\$2,149.00

Parts & Accessories						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	DragonEye Tech	DragonEye Speed Lidar (DESL) Harley REAR Mount Motor Holster. <i>Part #30696</i>	1	each	10 days	395.00
2	DragonEye Tech	DESL Harley FRONT Mount Motor Holster. <i>Part #30983</i>	1	each	10 days	425.00
3	DragonEye Tech	DESL BMW Motor Holster <i>Part #30985</i>	1	each	10 days	395.00
4	DragonEye Tech	DESL Set of four (4) C-cell Rechargeable Batteries. <i>Part #30478</i>	1	Set of 4	10 days	\$59.00
5	DragonEye Tech	DESL C-cell Battery Charger. <i>Part #30477</i>	1	ea	10 days	\$55.00
6	DragonEye Tech	DESL 12 Volt DC (vehicle socket) power cord. <i>Part #30850</i>	1	ea	10 days	\$74.95
7	DragonEye Tech	Compact Lidar, BMW Motor Holster. <i>Part #30985</i>	1	ea	10 days	\$395.00
8	DragonEye Tech	Compact Lidar Harley Front Mount Motor Holster. <i>Part #31000</i>	1	ea	10 days	\$425.00

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9	DragonEye Tech	Compact Lidar Charger/battery kit. <i>Part #30660</i>	1	ea	10 days	\$42.00
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Additional Items Authorized						
Item	Manufacturer	Description	Unit	Unit of Measure	Delivery ARO	Unit Price
1	DragonEye Technology, LLC	DragonEye Speed Lidar GPS Data Collection Unit - Model: 40121-01 includes: Hard Shell Case, 2 C-cell Batteries, Electronic Copy Operator's Manual, Laminated Quick Reference Card. 2-Year Standard Warranty	1	EA	30 days	\$2,495.00
2	DragonEye Technology, LLC	DragonEye Compact Speed Lidar w/Bluetooth Interface - Model: 30228-01BT includes: Soft Pack Case, 4 AA-Rechargeable batteries with Charger, Electronic Copy Operator's Manual, Laminated Quick Reference Card, 1-Year Standard Warranty	1	EA	30 days	\$1,649.00
3	DragonEye Technology, LLC	DragonEye Speed Lidar with Wireless Thermal Printer - Model: 40336-01 includes: 2 inch width, bluetooth thermal printer, Hard Shell Case, 2 C-cell Batteries, Electronic Copy Operator's Manual, Laminated Quick Reference Card. 2-Year Standard Warranty	1	EA	30 days	\$2,795.00

DES Contract Specialist: Richard Worthy

Phone: 360-407-7932

E-mail: richard.worthy@des.wa.gov