

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Public Safety Communication Equipment
Administered by the State of Washington

MASTER AGREEMENT
Master Agreement No: 06913
JVCKENWOOD USA Corporation
And
State of Oklahoma by and through the Office of Management and Enterprise Services

(Oklahoma Contract No.: SW1053)

THIS PARTICIPATING ADDENDUM (this "Addendum") is entered into effective as of March 15, 2016 (the "Effective Date"), by and between the State of Oklahoma by and through the Office of Management and Enterprise Services (the "State of Oklahoma" or Participating State/Entity") and JVCKENWOOD USA Corporation. ("Contractor" or "Vendor"). The State of Oklahoma and Contractor are sometimes collectively referred to herein as the "Parties." Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Master Agreement Award among the State of Washington ("Lead State"), Contractor and those states entering into a Participating Addendum thereto (the "Master Agreement").

WHEREAS, the Master Agreement is further identified as Master Agreement NO. 06913. This Participating Addendum will be coterminous with the Master Agreement and any extensions of the Master Agreement, unless terminated pursuant to the terms of this addendum and MASTER AGREEMENT TERMS AND CONDITIONS WSCA-NASPO TERMS AND CONDITIONS, Section 6 Cancellation.

WHEREAS, the Master Agreement contemplates that all authorized entities in any state are welcome to use the Master Agreement through WSCA-NASPO Cooperative Procurement Program (WSCA-NASPO) with such state's chief procurement official and provides that any such state reserves the right to add state-specific terms and conditions and modify the scope of the contract in such state's Participating Addendum as allowed by the Master Agreement; and

WHEREAS, this Addendum is the State of Oklahoma's Participating Addendum contemplated by the Master Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Scope: This Addendum allows for the purchase of the following Public Safety Communication Equipment: Any and all Products and Services led by the Lead State along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that are authorized by that state's statutes to utilize state /entity contracts, and which receive prior written 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/entity** contracts are subject to the prior approval of

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Public Safety Communication Equipment
Administered by the State of Washington

MASTER AGREEMENT
Master Agreement No: 06913
JVCKENWOOD USA Corporation

And
State of Oklahoma by and through the Office of Management and Enterprise Services

the respective state chief procurement official. Notwithstanding anything to the contrary in the Master Agreement, all issues of interpretation and eligibility for participation are solely within the authority of the state's chief procurement official.

3. Participating State's Modifications and Additions to the Master Agreement:

The Oklahoma Specific Terms and Conditions set forth in Exhibit No. 1, attached hereto, are hereby incorporated in and made a part of this Addendum.

Master Contract, Section 11.0, Contract Termination is hereby modified to reflect that any and all references to the DES shall mean the State of Oklahoma.

4. Primary Contacts: The primary contact individuals for the Participating Addendum are as follows (or their named successors):

Contractor

Name	April Peterson
Address	2201 E. Dominguez St. Long Beach, Ca. 90810
Telephone	310-639-9000 ext 8213
Fax	310-761-8246
E-mail	apeterson@us.jvckenwood.com

Participating Entity

Name	IT Statewide Initiatives Lead
Address	5005 N. Lincoln Blvd. Ste. 200, Oklahoma City, OK 73105
Telephone	(405) 521-4772
Fax	N/A
E-mail	purchasing@omes.ok.gov

5. Partner Utilization: Each state represented by NASPO ValuePoint participating in the Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State/ Entity may be deployed. The Participating State will define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the Master Agreement. Approved partners are

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Public Safety Communication Equipment
Administered by the State of Washington

MASTER AGREEMENT
Master Agreement No: 06913
JVCKENWOOD USA Corporation

And
State of Oklahoma by and through the Office of Management and Enterprise Services

only upon written approval from the State of Oklahoma.

6. Terms: The Participating State/Entity agrees to the terms and conditions of the Master Agreement only to the extent the terms and conditions are not in conflict with this Addendum, applicable law, or both.

7. Orders: Any order placed by a Participating State/ Entity or any Purchasing Entity for a product and/or service available through 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.

8. Leasing: The Parties acknowledge and agree that (i) the Master Agreement provides that Participating State/Entity may enter into lease agreements if it has the authority to do so; and (ii) Participating State/Entity reserves the right, but has no obligation, to lease equipment under this Addendum and the Master Agreement upon terms and conditions mutually acceptable to the Parties.

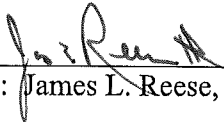

9. Counterparts: This Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Addendum. Delivery of an executed counterpart of this Addendum by electronic means, including, without limitation, by facsimile transaction or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Public Safety Communication Equipment
Administered by the State of Washington

MASTER AGREEMENT
Master Agreement No: 06913
JVCKENWOOD USA Corporation

And
State of Oklahoma by and through the Office of Management and Enterprise Services

IN WITNESS WHEREOF, the Parties have executed this Addendum through the duly authorized representative of each Party.

Participating State:	Contractor: JVCKENWOOD USA Corporation
By: 	By: 
Name: James L. Reese, II	Name: Mark Jasin
Title: Chief Information Officer	Title: Executive Vice President & GM
Date: 5-17-16	Date: 04/27/16

For questions on executing a participating addendum, please contact:

NASPO ValuePoint	
Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation and posting in appropriate
data bases]