

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
PUBLIC SAFETY COMMUNICATION EQUIPMENT
Kenwood USA Corporation
Contract #02702

1. Scope: All eligible purchasers within the State of Arkansas including local public procurement units are authorized to purchase products and services under the terms and conditions of this price agreement.

All purchase orders and contracts must reference that the purchase is being made as per the terms of WSCA Contract 02702.

2. Changes: Changes to the terms and conditions of the contract are as follows:

In addition to any reporting required in the WSCA contract, vendor agrees to provide a quarterly report to the Arkansas Primary Contact within 30 days following the quarter being reported. Reports will include the following data:

A) Product Report — The quarterly report will include the Sold to Name (State of Arkansas agency), Bill to Name, Order Number, Invoice Number, Product Purchased, Unit Price and Extended Price.

A Procuring Agency shall determine whether all Products delivered to it meet the Contractor's published specifications. Per Section 18, of the WSCA RFP, All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until the first of the following events occurs: (1) final inspection and acceptance; (2) Placing live telecommunications traffic on the system or subparts thereof; (3) The passage of thirty (30) days after FOB delivery to WSCA's designated site or warehouse, as the case may be except as to latent defects, fraud and Contractor's warranty obligations. Contractor's products and services are covered under the warranty obligations referenced in the terms and conditions of the WSCA contract.

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.

Records relevant to Purchasing Entity transactions shall be subject to examinations by appropriate government authorities for a period of five years from the date of acceptance of the purchase order.

3. Primary Contact: The primary government contact individual for this participating addendum is as follows:

Robin Rogers
Office of State Procurement
1509 West 7th Street

Little Rock, Arkansas 72201
Telephone: 501-371-6067
Fax: 501-324-9311
e-mail: robin.rogers@dfa.state.ar.us

The primary contractor contact for this participating addendum is as follows:

Barry Morris

Telephone: 800-752-0986 x8280

Fax: 310-761-8246

e-mail: bmorris@kenwoodusa.com

4. Subcontractors: NONE

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Govt. Entity: <u>STATE Procurement, AR</u>	Contractor: <u>Kenwood USA Corporation</u>
By: <u>Robin Rogers</u>	By: <u>Barry Morris</u>
Name: <u>Robin Rogers</u>	Name: <u>Barry Morris</u>
Title: <u>Deputy Director</u>	Title: <u>Public Safety Manager</u>
Date: <u>2/5/09</u>	Date: <u>02/02/09</u>