

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the City of Everett ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to the Master Services and Purchasing Agreement by and between the City of Everett and Axon Enterprise, Inc. dated December 7, 2020 ("**Agreement**"). The parties also executed an addendum regarding Washington State transparency laws (the "**Addendum**"), which is part of the Agreement.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products. The newly added products are from Washington State Department of Enterprise Services contract number 04220 ("**DES Contract 04420**") and Washington State Department of Enterprise Services contract number 06316 ("**DES Contract 06316**").

The Parties therefore agree as follows:

- 1. The attached documents are hereby incorporated into the Agreement:
 - a. TASER 10 Appendix
 - b. Axon Respond Appendix
 - c. Axon Investigate Appendix
 - d. Quote Q-518261-45229.662JH
- 2. The parties agree on the following orders of precedence (with A governing B, B governing C, and so on) in the event of conflict between provisions of the Agreement:
 - The order of precedence governing products from DES Contract 06316 is: (A) the Addendum, (B) pricing in Quote Q-518261, (C) appendices added by this First Amendment, (D) the other terms and conditions of the Agreement, and lastly (E) DES Contract 06316 (which is hereby incorporated into the Agreement except for its pricing).
 - The order of precedence governing products from DES Contract 04420 is: (A) the Addendum, (B) pricing in Quote Q-518261, (C) appendices added by this First Amendment (D) DES Contract 04420 (which is hereby incorporated into the Agreement except for its pricing), and lastly (E) the other terms and conditions of the Agreement.
- 3. Quote Q-518261 contains, as of the date of this Amendment, a complete listing of all products being purchased by the Agency from Axon from 1.1.2024 to 12.31.2029 and contains the complete pricing for those products.
- 4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

[signatures on next page]



Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	Agency
<i>Robert E. Driscoll, Jr.</i> Signature:	Signature:
Robert E. Driscoll, Jr. Name:	Name:Cassie Franklin
Title: VP, Associate General Counsel	Title:
Date:11/21/2023	Date:
	APPROVED AS TO FORM OFFICE OF THE CITY ATTORNEY
	EVERETT Office of the City Clerk



TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

- <u>Duty Cartridge Replenishment Plan</u>. If the Quote includes "Duty Cartridge Replenishment Plan", Agency
 must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty
 and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace
 cartridges used in the line of duty.
- 2. <u>Training</u>. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four-(4-) year extended term.
- 4. <u>Trade-in</u>. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

- 5. <u>TASER 10 Subscription Term</u>. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
- 6. <u>Access Rights</u>. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
- <u>Agency Warranty</u>. If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
- 8. <u>Purchase Order.</u> To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
- 9. <u>Apollo Grant (US only).</u> If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

- 1. <u>Axon Respond Subscription Term</u>. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
- Scope of Axon Respond. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
- 3. <u>Axon Body 3 LTE Requirements</u>. Axon Respond is only available and usable with an LTE enabled bodyworn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 4. <u>Axon Fleet 3 LTE Requirements</u>. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
- 5. Axon Respond Service Limitations. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
- 6. <u>Termination</u>. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

- 1. <u>License Grant</u>. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
- 2. Third-Party Licenses. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
- 3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
- 4. <u>Term</u>. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
- 5. <u>Title</u>. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
- 6. <u>Copies</u>. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
- 7. <u>Actions Required Upon Termination</u>. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
- 8. <u>Export Controls</u>. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which



First Amendment to the Master Services and Purchasing Agreement

the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. <u>U.S. Government Restricted Rights</u>. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737

Q-518261-45229.662JH

Issued: 10/30/2023

Quote Expiration: 11/10/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 123231 Payment Terms: N30 Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business;Delivery;Invoice-3002 Wetmore Ave 3002 Wetmore Ave Everett, WA 98201-4018 USA	Everett Police Dept WA 3002 Wetmore Ave Everett WA 98201-4018 USA Email:	Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Jeraud Irving Phone: (425) 257-8400 Email: jirving@everettwa.gov Fax: (425) 257-6506

60 Months

\$1,826,603.14

\$1,979,733.58

Quote Summary

Program Length

TOTAL COST

Discount Summary

Average Savings Per Year	\$113,911.71
TOTAL SAVINGS	\$569,558.54

Payment Summary

ESTIMATED TOTAL W/ TAX

Date	Subtotal	Тах	Total
Dec 2023	\$81,896.40	\$8,107.27	\$90,003.67
Jan 2024	\$348,795.54	\$28,941.50	\$377,737.04
Jan 2025	\$348,977.80	\$29,020.40	\$377,998.20
Jan 2026	\$348,977.80	\$29,020.40	\$377,998.20
Jan 2027	\$348,977.80	\$29,020.40	\$377,998.20
Jan 2028	\$348,977.80	\$29,020.47	\$377,998.27
Total	\$1,826,603.14	\$153,130.44	\$1,979,733.58

Q-518261-45229.662JH

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

ltem	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$23,890.86)	(\$23,890.86)	(\$2,365.20)	(\$26,256.06)
100552	TRANSFER CREDIT - GOODS AXON	1			\$1.00	\$1,125.00	\$1,125.00	\$111.37	\$1,236.37
100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	146	2		\$45.36	\$45.36	\$13,245.12	\$1,311.26	\$14,556.38
OSP10	Officer Safety Plan 10	146	58	\$225.05	\$193.90	\$160.04	\$1,355,218.72	\$114,363.41	\$1,469,582.13
T10Cert	TASER 10 Certification Bundle	18	60	\$80.29	\$75.83	\$75.83	\$81,896.40	\$8,107.27	\$90,003.67
Unlimited7	Unlimited 7 Bundle	146	2	\$86.71	\$139.00	\$116.43	\$33,997.56	\$2,253.38	\$36,250.94
A la Carte Softwar	e								
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	60		\$27.12	\$27.12	\$4,881.60	\$483.27	\$5,364.87
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	60		\$31.68	\$31.68	\$7,603.20	\$752.71	\$8,355.91
100678	INVESTIGATE PRO USB DONGLE	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100749	INVESTIGATE PRO DONGLE LICENSE	1	60		\$271.23	\$271.23	\$16,273.80	\$1,611.11	\$17,884.91
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60		\$107.41	\$107.32	\$25,756.96	\$0.00	\$25,756.96
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	60		\$0.60	\$0.60	\$36,000.00	\$0.00	\$36,000.00
73682	AUTO TAGGING LICENSE	146	60		\$9.76	\$9.76	\$85,497.60	\$8,464.26	\$93,961.86
73478	REDACTION ASSISTANT USER LICENSE	146	60		\$9.76	\$9.76	\$85,497.60	\$8,464.26	\$93,961.86
ProLicense	Pro License Bundle	16	60		\$42.31	\$42.25	\$40,560.00	\$4,015.44	\$44,575.44
BasicLicense	Basic License Bundle	57	60		\$16.27	\$16.25	\$55,575.00	\$5,501.92	\$61,076.92
A la Carte Service	S								
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$6,800.00	\$6,800.00	\$0.00	\$6,800.00
A la Carte Warrant	ties								
50448	EXT WARRANTY, INTERVIEW ROOM	1	24		\$23.56	\$23.56	\$565.44	\$55.98	\$621.42
Total							\$1,826,603.14	\$153,130.44	\$1,979,733.58

Delivery Schedule

Hardware

Bundle	ltem	Description	QTY	Estimated Delivery Date
Officer Safety Plan 10	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	292	12/01/2023
Officer Safety Plan 10	75015	SIGNAL SIDEARM KIT	146	12/01/2023
TASER 10 Certification Bundle	100390	TASER 10 HANDLE, YLW, CLASS 3R	18	12/01/2023
TASER 10 Certification Bundle	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	18	12/01/2023
TASER 10 Certification Bundle	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	1	12/01/2023
TASER 10 Certification Bundle	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	1	12/01/2023
TASER 10 Certification Bundle	100396	TASER 10 INERT MAGAZINE RED	1	12/01/2023
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	360	12/01/2023
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	110	12/01/2023
TASER 10 Certification Bundle	100401	TASER 10 INERT CARTRIDGE	8	12/01/2023
TASER 10 Certification Bundle	100611	TASER 10 SAFARILAND HOLSTER, RH	18	12/01/2023
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	18	12/01/2023
TASER 10 Certification Bundle	20018	TASER BATTERY PACK, TACTICAL	4	12/01/2023
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	146	02/01/2024
Officer Safety Plan 10	100390	TASER 10 HANDLE, YLW, CLASS 3R	4	02/01/2024
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	146	02/01/2024
Officer Safety Plan 10	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	4	02/01/2024
Officer Safety Plan 10	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	6	02/01/2024
Officer Safety Plan 10	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	6	02/01/2024
Officer Safety Plan 10	100396	TASER 10 INERT MAGAZINE RED	6	02/01/2024
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	2920	02/01/2024
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	880	02/01/2024
Officer Safety Plan 10	100401	TASER 10 INERT CARTRIDGE	59	02/01/2024
Officer Safety Plan 10	100611	TASER 10 SAFARILAND HOLSTER, RH	146	02/01/2024
Officer Safety Plan 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	3	02/01/2024
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	146	02/01/2024
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	25	02/01/2024
Officer Safety Plan 10	20018	TASER BATTERY PACK, TACTICAL	4	02/01/2024
Officer Safety Plan 10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	02/01/2024
Officer Safety Plan 10	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	02/01/2024
Officer Safety Plan 10	74200	TASER 6-BAY DOCK AND CORE	2	02/01/2024
Officer Safety Plan 10	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	02/01/2024
Officer Safety Plan 10	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	02/01/2024
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	40	12/01/2024
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	110	12/01/2024
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	300	02/01/2025
Officer Safety Plan 10	100400	TASER 10 HALT CARTRIDGE	880	02/01/2025
TASER 10 Certification Bundle	100399	TASER 10 LIVE CARTRIDGE	40	12/01/2025
TASER 10 Certification Bundle	100400	TASER 10 HALT CARTRIDGE	110	12/01/2025
Officer Safety Plan 10	100399	TASER 10 LIVE CARTRIDGE	290	02/01/2026

Hardware

ltem	Description	QTY	Estimated Delivery Date
100400	TASER 10 HALT CARTRIDGE	870	02/01/2026
73309	AXON CAMERA REFRESH ONE	150	06/01/2026
73689	MULTI-BAY BWC DOCK 1ST REFRESH	19	06/01/2026
100399	TASER 10 LIVE CARTRIDGE	30	12/01/2026
100400	TASER 10 HALT CARTRIDGE	110	12/01/2026
100399	TASER 10 LIVE CARTRIDGE	290	02/01/2027
100400	TASER 10 HALT CARTRIDGE	880	02/01/2027
100399	TASER 10 LIVE CARTRIDGE	40	12/01/2027
100400	TASER 10 HALT CARTRIDGE	100	12/01/2027
100399	TASER 10 LIVE CARTRIDGE	290	02/01/2028
100400	TASER 10 HALT CARTRIDGE	870	02/01/2028
73310	AXON CAMERA REFRESH TWO	150	12/01/2028
73688	MULTI-BAY BWC DOCK 2ND REFRESH	19	12/01/2028
	100400 73309 73689 100399 100400 100399 100400 100399 100400 100399 100400 73310	100400TASER 10 HALT CARTRIDGE73309AXON CAMERA REFRESH ONE73689MULTI-BAY BWC DOCK 1ST REFRESH100399TASER 10 LIVE CARTRIDGE100400TASER 10 HALT CARTRIDGE100399TASER 10 LIVE CARTRIDGE100400TASER 10 HALT CARTRIDGE100400TASER 10 HALT CARTRIDGE100400TASER 10 HALT CARTRIDGE100399TASER 10 LIVE CARTRIDGE100400TASER 10 LIVE CARTRIDGE100400TASER 10 HALT CARTRIDGE100399TASER 10 LIVE CARTRIDGE100399TASER 10 LIVE CARTRIDGE100400TASER 10 HALT CARTRIDGE100400 <td>100400 TASER 10 HALT CARTRIDGE 870 73309 AXON CAMERA REFRESH ONE 150 73689 MULTI-BAY BWC DOCK 1ST REFRESH 19 100399 TASER 10 LIVE CARTRIDGE 30 100400 TASER 10 HALT CARTRIDGE 110 100399 TASER 10 HALT CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 40 100399 TASER 10 LIVE CARTRIDGE 40 100399 TASER 10 LIVE CARTRIDGE 100 100399 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 40 100400 TASER 10 LIVE CARTRIDGE 290 100399 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 HALT CARTRIDGE 870 73310 AXON CAMERA REFRESH TWO 150</td>	100400 TASER 10 HALT CARTRIDGE 870 73309 AXON CAMERA REFRESH ONE 150 73689 MULTI-BAY BWC DOCK 1ST REFRESH 19 100399 TASER 10 LIVE CARTRIDGE 30 100400 TASER 10 HALT CARTRIDGE 110 100399 TASER 10 HALT CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 40 100399 TASER 10 LIVE CARTRIDGE 40 100399 TASER 10 LIVE CARTRIDGE 100 100399 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 40 100400 TASER 10 LIVE CARTRIDGE 290 100399 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 LIVE CARTRIDGE 290 100400 TASER 10 HALT CARTRIDGE 870 73310 AXON CAMERA REFRESH TWO 150

Software

Bundle	ltem	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	57	01/01/2024	12/31/2028
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	57	01/01/2024	12/31/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	48	01/01/2024	12/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	16	01/01/2024	12/31/2028
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	18	01/01/2024	12/31/2028
TASER 10 Certification Bundle	20248	TASER 7 EVIDENCE.COM LICENSE	1	01/01/2024	12/31/2028
Unlimited 7 Bundle	73449	RESPOND DEVICE LICENSE	146	01/01/2024	02/29/2024
Unlimited 7 Bundle	73638	STANDARDS ACCESS LICENSE	146	01/01/2024	02/29/2024
Unlimited 7 Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	146	01/01/2024	02/29/2024
Unlimited 7 Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	146	01/01/2024	02/29/2024
Unlimited 7 Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	01/01/2024	02/29/2024
A la Carte	100678	INVESTIGATE PRO USB DONGLE	1	01/01/2024	12/31/2028
A la Carte	100749	INVESTIGATE PRO DONGLE LICENSE	1	01/01/2024	12/31/2028
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	01/01/2024	12/31/2028
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	01/01/2024	12/31/2028
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	01/01/2024	12/31/2028
A la Carte	73478	REDACTION ASSISTANT USER LICENSE	146	01/01/2024	12/31/2028
A la Carte	73682	AUTO TAGGING LICENSE	146	01/01/2024	12/31/2028
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	01/01/2024	12/31/2028
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	146	03/01/2024	12/31/2028
Officer Safety Plan 10	20248	TASER 7 EVIDENCE.COM LICENSE	2	03/01/2024	12/31/2028
Officer Safety Plan 10	73449	RESPOND DEVICE LICENSE	146	03/01/2024	12/31/2028
Officer Safety Plan 10	73638	STANDARDS ACCESS LICENSE	146	03/01/2024	12/31/2028
Officer Safety Plan 10	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	146	03/01/2024	12/31/2028
Officer Safety Plan 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	146	03/01/2024	12/31/2028
Officer Safety Plan 10	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	03/01/2024	12/31/2028

Services

	•		
Bundle	ltem	Description	QTY
Officer Safety Plan 10	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	146
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
TASER 10 Certification Bundle	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	18
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Unlimited 7 Bundle	80464	EXT WARRANTY, CAMERA (TAP)	146	01/01/2024	02/29/2024
Unlimited 7 Bundle	80464	EXT WARRANTY, CAMERA (TAP)	4	01/01/2024	02/29/2024
Unlimited 7 Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	19	01/01/2024	02/29/2024
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	1	01/01/2024	12/31/2025
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	146	02/01/2024	12/31/2028
Officer Safety Plan 10	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	19	02/01/2024	12/31/2028
TASER 10 Certification Bundle	100704	EXT WARRANTY, TASER 10 HANDLE	18	12/01/2024	12/31/2028
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	18	12/01/2024	12/31/2028
TASER 10 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	12/01/2024	12/31/2028
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	146	02/01/2025	12/31/2028
Officer Safety Plan 10	100704	EXT WARRANTY, TASER 10 HANDLE	4	02/01/2025	12/31/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	146	02/01/2025	12/31/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	25	02/01/2025	12/31/2028
Officer Safety Plan 10	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	02/01/2025	12/31/2028
Officer Safety Plan 10	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	02/01/2025	12/31/2028
Officer Safety Plan 10	80464	EXT WARRANTY, CAMERA (TAP)	4	02/01/2025	12/31/2028

Payment Details

Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Tota
PD Fund - Upfront 18 Handles	T10Cert	TASER 10 Certification Bundle	18	\$81,896.40	\$8,107.27	\$90,003.67
Total				\$81,896.40	\$8,107.27	\$90,003.67
lan 2024						
Jan 2024	léona	Description	04.	Cubtotal	Tev	Tata
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
CJ Fund - Year 1	73478	REDACTION ASSISTANT USER LICENSE	146	\$17,099.52	\$1,692.85	\$18,792.37
CJ Fund - Year 1	73682	AUTO TAGGING LICENSE	146	\$17,099.52	\$1,692.85	\$18,792.37
CJ Fund - Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$7,200.00	\$0.00	\$7,200.00
CJ Fund - Year 1	BasicLicense	Basic License Bundle	57	\$11,115.00	\$1,100.38	\$12,215.38
CJ Fund - Year 1	OSP10	Officer Safety Plan 10	146	\$146,160.75	\$10,721.97	\$156,882.72
CJ Fund - Year 1	ProLicense	Pro License Bundle	16	\$8,112.00	\$803.09	\$8,915.09
CJ Fund - Year 1	Unlimited7	Unlimited 7 Bundle	146	\$6,799.52	\$450.68	\$7,250.20
T Fund - Year 1	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
IT Fund - Year 1	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$3,254.76	\$322.22	\$3,576.98
T Fund - Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$550.46	\$54.51	\$604.97
IT Fund - Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$857.36	\$84.89	\$942.25
IT Fund - Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$2,904.42	\$0.00	\$2,904.42
IT Fund - Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$63.76	\$6.30	\$70.06
JAG Grant - Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$425.86	\$42.16	\$468.02
JAG Grant - Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$663.28	\$65.66	\$728.94
JAG Grant - Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$2,246.97	\$0.00	\$2,246.97
JAG Grant - Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$49.33	\$4.88	\$54.21
PD Fund - Year 1	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	146	\$3,020.34	\$299.01	\$3,319.35
PD Fund - Year 1	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,550.63	\$0.00	\$1,550.63
PD Fund - Year 1	OSP10	Officer Safety Plan 10	146	\$142,387.92	\$13,853.88	\$156,241.80
nvoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS AXON	1	\$1,125.00	\$111.37	\$1,236.37
nvoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$23,890.86)	(\$2,365.20)	(\$26,256.06)
Total				\$348,795.54	\$28,941.50	\$377,737.04
Iotai				φ0+0,100.0 4	φ20,041.00	φστη, 101.04

Mar 2024						
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	OSP10	Officer Safety Plan 10	146	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2025						
Invoice Plan	ltem	Description	Qty	Subtotal	Тах	Total
CJ Fund - Year 2	73478	REDACTION ASSISTANT USER LICENSE	146	\$17,099.52	\$1,692.85	\$18,792.37
CJ Fund - Year 2	73682	AUTO TAGGING LICENSE	146	\$17,099.52	\$1,692.85	\$18,792.37
CJ Fund - Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$7,200.00	\$0.00	\$7,200.00
CJ Fund - Year 2	BasicLicense	Basic License Bundle	57	\$11,115.00	\$1,100.38	\$12,215.38

Jan 2025						
Invoice Plan	ltem	Description	Qty	Subtotal	Тах	Total
CJ Fund - Year 2	OSP10	Officer Safety Plan 10	146	\$146,160.76	\$10,721.97	\$156,882.73
CJ Fund - Year 2	ProLicense	Pro License Bundle	16	\$8,112.00	\$803.09	\$8,915.09
CJ Fund - Year 2	Unlimited7	Unlimited 7 Bundle	146	\$6,799.52	\$450.68	\$7,250.20
IT Fund - Year 2	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
IT Fund - Year 2	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$3,254.76	\$322.22	\$3,576.98
IT Fund - Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$976.32	\$96.65	\$1,072.97
IT Fund - Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$1,520.64	\$150.54	\$1,671.18
IT Fund - Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,151.39	\$0.00	\$5,151.39
IT Fund - Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$113.09	\$11.20	\$124.29
PD Fund - Year 2	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	146	\$2,556.20	\$253.06	\$2,809.26
PD Fund - Year 2	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,312.34	\$0.00	\$1,312.34
PD Fund - Year 2	OSP10	Officer Safety Plan 10	146	\$120,506.74	\$11,724.91	\$132,231.65
Total				\$348,977.80	\$29,020.40	\$377,998.20

Jan 2026						
Invoice Plan	ltem	Description	Qty	Subtotal	Тах	Total
CJ Fund - Year 3	73478	REDACTION ASSISTANT USER LICENSE	146	\$17,099.52	\$1,692.85	\$18,792.37
CJ Fund - Year 3	73682	AUTO TAGGING LICENSE	146	\$17,099.52	\$1,692.85	\$18,792.37
CJ Fund - Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$7,200.00	\$0.00	\$7,200.00
CJ Fund - Year 3	BasicLicense	Basic License Bundle	57	\$11,115.00	\$1,100.38	\$12,215.38
CJ Fund - Year 3	OSP10	Officer Safety Plan 10	146	\$146,160.76	\$10,721.97	\$156,882.73
CJ Fund - Year 3	ProLicense	Pro License Bundle	16	\$8,112.00	\$803.09	\$8,915.09
CJ Fund - Year 3	Unlimited7	Unlimited 7 Bundle	146	\$6,799.52	\$450.68	\$7,250.20
IT Fund - Year 3	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
IT Fund - Year 3	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$3,254.76	\$322.22	\$3,576.98
IT Fund - Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$976.32	\$96.65	\$1,072.97
IT Fund - Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$1,520.64	\$150.54	\$1,671.18
IT Fund - Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,151.39	\$0.00	\$5,151.39
IT Fund - Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$113.09	\$11.20	\$124.29
PD Fund - Year 3	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	146	\$2,556.20	\$253.06	\$2,809.26
PD Fund - Year 3	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,312.34	\$0.00	\$1,312.34
PD Fund - Year 3	OSP10	Officer Safety Plan 10	146	\$120,506.74	\$11,724.91	\$132,231.65
Total				\$348,977.80	\$29,020.40	\$377,998.20

Jan 2027						
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total
CJ Fund - Year 4	73478	REDACTION ASSISTANT USER LICENSE	146	\$17,099.52	\$1,692.85	\$18,792.37
CJ Fund - Year 4	73682	AUTO TAGGING LICENSE	146	\$17,099.52	\$1,692.85	\$18,792.37
CJ Fund - Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$7,200.00	\$0.00	\$7,200.00
CJ Fund - Year 4	BasicLicense	Basic License Bundle	57	\$11,115.00	\$1,100.38	\$12,215.38
CJ Fund - Year 4	OSP10	Officer Safety Plan 10	146	\$146,160.76	\$10,721.97	\$156,882.73
CJ Fund - Year 4	ProLicense	Pro License Bundle	16	\$8,112.00	\$803.09	\$8,915.09
CJ Fund - Year 4	Unlimited7	Unlimited 7 Bundle	146	\$6,799.52	\$450.68	\$7,250.20
IT Fund - Year 4	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
IT Fund - Year 4	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$3,254.76	\$322.22	\$3,576.98

Jan 2027						
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total
IT Fund - Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$976.32	\$96.65	\$1,072.97
IT Fund - Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$1,520.64	\$150.54	\$1,671.18
IT Fund - Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,151.39	\$0.00	\$5,151.39
IT Fund - Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$113.09	\$11.20	\$124.29
PD Fund - Year 4	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	146	\$2,556.20	\$253.06	\$2,809.26
PD Fund - Year 4	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,312.34	\$0.00	\$1,312.34
PD Fund - Year 4	OSP10	Officer Safety Plan 10	146	\$120,506.74	\$11,724.91	\$132,231.65
Total				\$348,977.80	\$29,020.40	\$377,998.20

Jan 2028						
Invoice Plan	ltem	Description	Qty	Subtotal	Tax	Total
CJ Fund - Year 5	73478	REDACTION ASSISTANT USER LICENSE	146	\$17,099.52	\$1,692.86	\$18,792.38
CJ Fund - Year 5	73682	AUTO TAGGING LICENSE	146	\$17,099.52	\$1,692.86	\$18,792.38
CJ Fund - Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1000	\$7,200.00	\$0.00	\$7,200.00
CJ Fund - Year 5	BasicLicense	Basic License Bundle	57	\$11,115.00	\$1,100.40	\$12,215.40
CJ Fund - Year 5	OSP10	Officer Safety Plan 10	146	\$146,160.76	\$10,721.99	\$156,882.75
CJ Fund - Year 5	ProLicense	Pro License Bundle	16	\$8,112.00	\$803.08	\$8,915.08
CJ Fund - Year 5	Unlimited7	Unlimited 7 Bundle	146	\$6,799.52	\$450.66	\$7,250.18
IT Fund - Year 5	100678	INVESTIGATE PRO USB DONGLE	1	\$0.00	\$0.00	\$0.00
IT Fund - Year 5	100749	INVESTIGATE PRO DONGLE LICENSE	1	\$3,254.76	\$322.23	\$3,576.99
IT Fund - Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$976.32	\$96.65	\$1,072.97
IT Fund - Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$1,520.64	\$150.54	\$1,671.18
IT Fund - Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$5,151.39	\$0.00	\$5,151.39
IT Fund - Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	1	\$113.09	\$11.20	\$124.29
PD Fund - Year 5	100845	BUNDLE - TRUE UP - TASER 10 CERTIFICATION BUNDLE	146	\$2,556.20	\$253.07	\$2,809.27
PD Fund - Year 5	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$1,312.34	\$0.00	\$1,312.34
PD Fund - Year 5	OSP10	Officer Safety Plan 10	146	\$120,506.74	\$11,724.93	\$132,231.67
Total				\$348,977.80	\$29,020.47	\$377,998.27

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract NASPO Contract No. OK-MA-145-015 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement entered into between the parties on December 7, 2020, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) 00035171 and 00064092 originated via Quote(s): Q-266330 and Q-328297

Agency is terminating those contracts effective 01/01/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$22,765.86) to the quote for paid but undelivered items.

Signature

Date Signed

10/30/2023



ADDENDUM

(WASHINGTON STATE TRANSPARENCY LAWS)

The City of Everett ("City") and Axon Enterprise, Inc. ("Vendor") are parties to an agreement entitled "Master Services and Purchasing Agreement" (the "Agreement"). The parties agree as follows:

- A. <u>Scope</u>. Regardless of anything to the contrary in the Agreement, all provisions in the Agreement that require the City to not disclose information or otherwise preserve confidentiality are strictly limited to those on the following list:
 - 1. Vendor has no Confidential Records
 - 2. 3.
 - 4.
 - 5.
 - 6.
 - 7.

The items in the list above are referred to as the "Confidential Records".

If the Parties desire anything additional be Confidential Records, then a new addendum shall be executed by the parties. The City has no nondisclosure or confidentiality obligations under the Agreement with respect to anything that is not a Confidential Record as defined by this addendum.

B. <u>Washington Public Records Act.</u> Vendor acknowledges that the City is subject to the Washington Public Records Act, chapter 42.56 RCW and other Washington statutes related to open government (collectively, the "Act"). If the City receives a records request under the Act that requests any Confidential Records, then the City shall give reasonable written notice to Vendor. The City has no obligation to provide such notice for anything that is not Confidential Records. If Vendor desires that the Confidential Records not be disclosed, Vendor shall commence an action in Snohomish County Superior Court before the disclosure date. Notwithstanding anything to the contrary in the the Agreement, the City has no liability whatsoever to Vendor the disclosure of any record when that disclosure is consistent with the Act or with an order applying the Act entered by the Snohomish County Superior Court or a Washington appellate court.

- C. Agreement Not Confidential. Vendor acknowledges and agrees that the Agreement, work orders, service orders and similar documents stating work to be done for the City, pricing, and agreement terms and conditions are never confidential. All of these may be posted on the City's public website without notice to Vendor.
- D. Venue. The exclusive venue for any dispute regarding the subject matter of this addendum is Snohomish County Superior Court.

CITY:

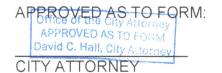
CASSIE FRANKLIN, MAYOR

VENDOR:

DocuSigned by:

DAEBB131A4424. Robert Driscoll By Title: VP, Assoc. General Counsel

ATTEST CITY CLERK



2019-111 Axon Contract Amendment 1_v2.SD1

Final Audit Report

2023-11-22

Created:	2023-11-21
By:	Marista Jorve (mjorve@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIE6SCS35ajEBubvy-FXKbm-7EzmKfvlB

"2019-111 Axon Contract Amendment 1_v2.SD1" History

- Document created by Marista Jorve (mjorve@everettwa.gov) 2023-11-21 - 6:14:23 PM GMT
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- Email viewed by Theresa Bauccio (TBauccio@everettwa.gov) 2023-11-21 - 6:32:11 PM GMT
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- Document emailed to bobby@axon.com for signature 2023-11-21 - 6:32:20 PM GMT
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- Signer bobby@axon.com entered name at signing as Robert E. Driscoll, Jr. 2023-11-21 - 9:35:54 PM GMT
- Document e-signed by Robert E. Driscoll, Jr. (bobby@axon.com) Signature Date: 2023-11-21 - 9:35:56 PM GMT - Time Source: server
- Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval 2023-11-21 - 9:35:58 PM GMT
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- Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature 2023-11-21 9:37:27 PM GMT
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- Document e-signed by Cassie Franklin (cfranklin@everettwa.gov) Signature Date: 2023-11-22 - 4:31:10 PM GMT - Time Source: server
- Document emailed to Marista Jorve (mjorve@everettwa.gov) for approval 2023-11-22 4:31:12 PM GMT
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