



Master Services and Purchasing Agreement

This **Master Services and Purchasing Agreement** (the **Agreement**) by and between **Axon Enterprise, Inc., (Axon or Party)** a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the **City of North Richland Hills** through its Police Department, a Texas hom-rule City having its principal location at 4301 City Pont Drive, North Richland Hills, Texas 76180, (**Agency, Party** or collectively **Parties**), is entered into as of the last signature date on this Agreement (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote.

In consideration of this Agreement, the Parties agree as follows:

Contract Documents: The Parties agree that the contract documents that comprise this Agreement shall be as follows:

This Master Services and Purchasing Agreement
Appendix A - Quote, and any subsequent quotes as set described above
Appendix A-1 – Maintenance and Warranty
Appendix B - Evidence.com Terms of Use
Appendix C – Profesional Services
Appendix D – TASER Assurance Plan
Appendix E – Axon Integration Services
Appendix F – Axon Fleet
Appendix G – Signal Sidearm
Appendix H – Taser 60 Terms and Conditions

The above listed documents comprise this Master Services and Purchasing Agreement. No additional terms and conditions listed on either Party's website or other standard forms shall apply to this Agreement. The Appendicies are attached hereto and incorporated into this Agreement. The order of precedence for the contract documents shall be in the order listed above. If there is any conflict between the contract documents, the Master Services and Purchasing Agreement shall control.

- 1 Term.** This Agreement will commence on the Effective Date and will remain in full force and effect for 5 (five) years from the Effective Date (**Initial Term**), unless terminated earlier in accordance with the terms of this Agreement by either Party. Following the Initial Term, Agency shall have the option to renew this Agreement for five (5) terms of one-year each upon thirty (30) days written notice of such renewal. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 **Definitions.**

“CEW” means a conducted electrical weapon commonly referred to as a taser.

“Confidential Information” means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential information shall not include information that is required to be disclosed by lawrule, regulation or court order.

“Go-live” means the date on which the Evidence.com system and Axon body camera and fleet systems have been installed and accepted by Agency and all equipment, products, and software purchased under this Agreement is fully operational and functioning in accordance with its purpose under this Agreement, but such date shall not be later than 30 days after receipt of the equipment by the Agency.

“Evidence.com Service” means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third party applications, hardware warranties, or my.evidence.com services.

“Policies” means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

“Products” means all Axon hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

For ease of reference, the Parties agree that the language set forth describing the Products to be purchased pursuant to the Quote attached hereto, Appendix A, in part, shall have the following common meaning and explanation:

- Axon Body – Body cameras
- Axon Fleet – In-vehicle cameras
- Axon Flex – Helmet cameras
- Axon Signal Unit – Activation device to be used with police vehicles in which the camera automatically activates once the vehicle warning lights are activated
- Evidence.com – Software to be purchased to operate the system
- Signal Sidearm – Activation device that automatically activates the body camera when an officer’s weapon is removed from the side holster
- TASER CEW – TASER Conducted Electrical Weapon

“Quote” is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

“Services” means all services provided by Axon pursuant to this Agreement.

- 3 **Payment Terms.** In accordance with Appendix A, the total amount of compensation to be paid to under this Agreement for all Products shall not exceed **SIX HUNDRED FORTY FIVE THOUSAND, TWO HUNDRED THIRTY SEVEN AND 00/DOLLARS (\$645,237)**. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys’ fees, as authorized by law. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency’s responsibility. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of receipt of shipment. In the event the Agency receives a Nonconforming Product, the Agency’s sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
 - 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of

expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.1.1 Notwithstanding the foregoing, if Axon fails to meet the Go-live date as defined herein, all warranties set forth in this Agreement shall be extended by the amount of time that is equal to the difference between the Go-live date and the actual date the system was accepted by Agency and became fully operational and functional. This subsection 7.1.1 shall not apply if Agency is responsible for any significant delays preventing Axon from meeting such Go-live date.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

7.2.3 Except in the event of gross negligence or intentional misconduct, Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, Commercial Automobile Insurance, and any additional insurance in the amounts and coverage types requested by Agency, and Workers' Compensation Insurance in the amounts required by statute, and will furnish such certificates of insurance to Agency upon execution of this Agreement.

11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, representatives, agents and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 IP Rights. Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

- 13** **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 **Termination.**

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The

Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products from Axon for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, rule, regulation or court order, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure of Axon's Confidential Information. The terms of this Agreement, nor any subsequent agreement entered into between the parties, shall not be considered Confidential Information.

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, disability, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, disability, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) in connection with a merger, acquisition or sale of all or substantially all of its assets; (b) as part of a corporate reorganization; or (c) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Axon shall provide Agency sixty (60) days written notice of any assignment under this Agreement.

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- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state of Texas, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. Venue for any action arising under, from or as a result of this Agreement, shall be in the state and district courts in Tarrant County, Texas. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting, and notices provided by email will be effective when the email was sent, unless a notice that the email was not delivered is received by the sender. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency:
Mark Hindman, City Manager
4301 City Point Drive
North Richland Hills, TX 76180
mhindman@nrhtx.com

- 16.15 Entire Agreement.** This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.
- 16.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this



Agreement.

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

North Richland Hills Police Department

Signature: _____
Name: Mark Hindman
Title: City Manager
Date: _____

ATTEST:

By:

Alicia Richardson, City Secretary

APPROVED TO FORM AND LEGALITY:

By:

Maleshia McGinnis, City Attorney

Quote Appendix A

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Michael Young
(817) 988-9705
1(817) 4277010
myoung@nrhtx.com

Quotation

Quote: Q-145219-1
Date: 12/6/2017 8:53 PM
Quote Expiration: 12/31/2017
Contract Start Date*: 1/15/2018
Contract Term: 5 years

AX Account Number:
132066

Bill To:
North Richland Hills Police Dept. - TX
4301 City Point Drive
North Richland Hills, TX 76180
US

Ship To:
Michael Young
North Richland Hills Police Dept. - TX
4301 City Point Drive
North Richland Hills, TX 76180
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Paul Strozier		pstrozier@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Axon Fleet Pre-Order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Fleet. Axon Fleet will be available for delivery sometime in 2017. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

Axon Fleet System Compatibility

Additional costs may be incurred by the customer related to installing or optimizing their wireless infrastructure in order to achieve the desired wireless download speeds, access point coverage, bandwidth or network stability. These costs are solely the responsibility of the customer.

Year 1 Evidence.com and Body Camera Hardware Due Net 30
Due Net 30 - Grant funded

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
74	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 29,526.00	USD 0.00	USD 29,526.00
74	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
74	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
74	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
74	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
74	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 948.00	USD 70,152.00	USD 26,855.34	USD 43,296.66

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2,960	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
9	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 13,455.00	USD 0.00	USD 13,455.00
9	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 315.00	USD 0.00	USD 315.00
20	74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD 249.00	USD 4,980.00	USD 0.00	USD 4,980.00
1	85144	AXON STARTER	USD 2,500.00	USD 2,500.00	USD 0.66	USD 2,499.34
74	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 13,320.00	USD 12,432.00	USD 888.00

Year 1 Evidence.com and Body Camera Hardware Due Net 30 - Grant funded Total Before Discounts: USD 134,248.00

Year 1 Evidence.com and Body Camera Hardware Due Net 30 - Grant funded Discount: USD 39,288.00

Year 1 Evidence.com and Body Camera Hardware Due Net 30 - Grant funded Net Amount Due: USD 94,960.00

Year 1 Evidence.com and Body Camera Hardware Due Net 30
Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
45	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 17,955.00	USD 17,955.00	USD 0.00
45	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 948.00	USD 42,660.00	USD 42,660.00	USD 0.00
1,800	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
45	74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2	USD 249.00	USD 11,205.00	USD 11,205.00	USD 0.00
5	80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 900.00	USD 900.00	USD 0.00
50	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD 180.00	USD 9,000.00	USD 8,400.00	USD 600.00
2	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,495.00	USD 2,990.00	USD 2,990.00	USD 0.00
11	11528	FLEX 2 CAMERA, (ONLINE)	USD 449.00	USD 4,939.00	USD 0.00	USD 4,939.00
11	11532	FLEX 2 CONTROLLER	USD 150.00	USD 1,650.00	USD 1,100.00	USD 550.00
11	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
11	11548	UNIVERSAL HELMET MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 70.00	USD 2.82	USD 67.18
Year 1 Evidence.com and Body Camera Hardware Due Net 30 Total Before Discounts:						USD 91,369.00
Year 1 Evidence.com and Body Camera Hardware Due Net 30 Discount:						USD 85,212.82
Year 1 Evidence.com and Body Camera Hardware Due Net 30 Net Amount Due:						USD 6,156.18

Spare Body Camera Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11532	FLEX 2 CONTROLLER	USD 150.00	USD 150.00	USD 150.00	USD 0.00
1	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11548	UNIVERSAL HELMET MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80107	3 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80116	3 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	73004	WALL CHARGER, USB SYNC CABLE, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spare Body Camera Hardware Total Before Discounts:						USD 150.00
Spare Body Camera Hardware Discount:						USD 150.00
Spare Body Camera Hardware Net Amount Due:						USD 0.00

Year 1 Evidence.com and Fleet Hardware Due Net 30 Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
86	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 34,314.00	USD 34,314.00	USD 0.00
86	74025	MOUNT ASSEMBLY, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
43	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00	USD 0.00	USD 0.00
86	74024	BATTERY SYSTEM, AXON FLEET	USD 0.00	USD 0.00	USD 0.00	USD 0.00
43	74027	Axon Fleet Dongle	USD 0.00	USD 0.00	USD 0.00	USD 0.00
43	85723	FLEET BASIC PACKAGE: YEAR 1 PAYMENT	USD 288.00	USD 12,384.00	USD 516.00	USD 11,868.00
37	74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	USD 600.00	USD 22,200.00	USD 11,100.00	USD 11,100.00
9	70112	AXON SIGNAL UNIT	USD 279.00	USD 2,511.00	USD 0.00	USD 2,511.00
1	71039	WI-FI OFFLOAD, SOFTWARE LICENSE	USD 600.00	USD 600.00	USD 0.00	USD 600.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	USD 600.00	USD 600.00	USD 600.00	USD 0.00
Year 1 Evidence.com and Fleet Hardware Due Net 30 Total Before Discounts:						USD 72,609.00
Year 1 Evidence.com and Fleet Hardware Due Net 30 Discount:						USD 46,530.00
Year 1 Evidence.com and Fleet Hardware Due Net 30 Net Amount Due:						USD 26,079.00

Spare fleet hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 798.00	USD 798.00	USD 0.00
2	74025	MOUNT ASSEMBLY, AXON FLEET	USD 79.95	USD 159.90	USD 159.90	USD 0.00
1	70112	AXON SIGNAL UNIT	USD 279.00	USD 279.00	USD 279.00	USD 0.00
2	74024	BATTERY SYSTEM, AXON FLEET	USD 129.95	USD 259.90	USD 259.90	USD 0.00
1	74027	Axon Fleet Dongle	USD 14.95	USD 14.95	USD 14.95	USD 0.00
Spare fleet hardware Total Before Discounts:						USD 1,511.75
Spare fleet hardware Discount:						USD 1,511.75
Spare fleet hardware Net Amount Due:						USD 0.00

CEW - Year 1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
115	85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	USD 264.00	USD 30,360.00	USD 14,260.00	USD 16,100.00
115	11003	HANDLE, YELLOW, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
115	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
105	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
230	44205	Cartridge - Simulation	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 176.49	USD 352.98	USD 352.98	USD 0.00
CEW - Year 1 Total Before Discounts:						USD 30,712.98
CEW - Year 1 Discount:						USD 14,612.98
CEW - Year 1 Net Amount Due:						USD 16,100.00

CEW - Spare

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	11003	HANDLE, YELLOW, CLASS III, X26P	USD 964.05	USD 1,928.10	USD 1,928.10	USD 0.00
2	70116	PPM, SIGNAL	USD 0.00	USD 0.00	USD 0.00	USD 0.00
CEW - Spare Total Before Discounts:						USD 1,928.10
CEW - Spare Discount:						USD 1,928.10
CEW - Spare Net Amount Due:						USD 0.00

Year 2 Body Camera Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
119	80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	USD 948.00	USD 112,812.00	USD 37,224.39	USD 75,587.61
4,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 900.00	USD 0.00	USD 900.00
50	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
124	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 22,320.00	USD 20,832.00	USD 1,488.00
Year 2 Body Camera Evidence.com Total Before Discounts:						USD 136,032.00
Year 2 Body Camera Evidence.com Discount:						USD 58,056.39
Year 2 Body Camera Evidence.com Net Amount Due:						USD 77,975.61

Year 2 Fleet Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00
43	85724	FLEET BASIC PACKAGE: YEAR 2 PAYMENT	USD 288.00	USD 12,384.00	USD 516.00	USD 11,868.00
Year 2 Fleet Evidence.com Total Before Discounts:						USD 12,984.00
Year 2 Fleet Evidence.com Discount:						USD 516.00
Year 2 Fleet Evidence.com Net Amount Due:						USD 12,468.00

CEW - Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
115	85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	USD 264.00	USD 30,360.00	USD 2,760.00	USD 27,600.00
CEW - Year 2 Total Before Discounts:						USD 30,360.00
CEW - Year 2 Discount:						USD 2,760.00
CEW - Year 2 Net Amount Due:						USD 27,600.00

Year 3 Body Camera Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
119	80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	USD 474.00	USD 56,406.00	USD 20,088.39	USD 36,317.61
4,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
119	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 234.00	USD 27,846.00	USD 5,712.00	USD 22,134.00
3,570	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
119	80123	EVIDENCE.COM STORAGE, UNLIMITED	USD 144.00	USD 17,136.00	USD 0.00	USD 17,136.00
5	80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 900.00	USD 0.00	USD 900.00
50	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
124	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 22,320.00	USD 20,832.00	USD 1,488.00
Year 3 Body Camera Evidence.com Total Before Discounts:						USD 124,608.00
Year 3 Body Camera Evidence.com Discount:						USD 46,632.39
Year 3 Body Camera Evidence.com Net Amount Due:						USD 77,975.61

Year 3 Fleet Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00
43	85725	FLEET BASIC PACKAGE: YEAR 3 PAYMENT	USD 288.00	USD 12,384.00	USD 516.00	USD 11,868.00
Year 3 Fleet Evidence.com Total Before Discounts:						USD 12,984.00
Year 3 Fleet Evidence.com Discount:						USD 516.00
Year 3 Fleet Evidence.com Net Amount Due:						USD 12,468.00

CEW - Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
115	85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	USD 264.00	USD 30,360.00	USD 2,760.00	USD 27,600.00
CEW - Year 3 Total Before Discounts:						USD 30,360.00
CEW - Year 3 Discount:						USD 2,760.00
CEW - Year 3 Net Amount Due:						USD 27,600.00

Year 4 Body Camera Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
119	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 55,692.00	USD 14,375.20	USD 41,316.80
3,570	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
119	80123	EVIDENCE.COM STORAGE, UNLIMITED	USD 288.00	USD 34,272.00	USD 0.00	USD 34,272.00
5	80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 900.00	USD 0.00	USD 900.00
50	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
124	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 22,320.00	USD 20,832.00	USD 1,488.00
119	87029	2 YEAR EXTENDED WARRANTY BODY 2	USD 199.95	USD 23,794.05	USD 23,794.05	USD 0.00
Year 4 Body Camera Evidence.com Total Before Discounts:						USD 136,978.05
Year 4 Body Camera Evidence.com Discount:						USD 59,001.25
Year 4 Body Camera Evidence.com Net Amount Due:						USD 77,976.80

Year 4 Fleet Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
43	85726	FLEET BASIC PACKAGE: YEAR 4 PAYMENT	USD 288.00	USD 12,384.00	USD 516.00	USD 11,868.00
Year 4 Fleet Evidence.com Total Before Discounts:						USD 12,984.00
Year 4 Fleet Evidence.com Discount:						USD 516.00
Year 4 Fleet Evidence.com Net Amount Due:						USD 12,468.00

CEW - Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
115	85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	USD 264.00	USD 30,360.00	USD 2,760.00	USD 27,600.00
CEW - Year 4 Total Before Discounts:						USD 30,360.00
CEW - Year 4 Discount:						USD 2,760.00
CEW - Year 4 Net Amount Due:						USD 27,600.00

Year 5 Body Camera Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
119	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 55,692.00	USD 14,375.20	USD 41,316.80
3,570	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
119	80123	EVIDENCE.COM STORAGE, UNLIMITED	USD 288.00	USD 34,272.00	USD 0.00	USD 34,272.00
5	80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 900.00	USD 0.00	USD 900.00
50	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
124	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 22,320.00	USD 20,832.00	USD 1,488.00
Year 5 Body Camera Evidence.com Total Before Discounts:						USD 113,184.00
Year 5 Body Camera Evidence.com Discount:						USD 35,207.20
Year 5 Body Camera Evidence.com Net Amount Due:						USD 77,976.80

Year 5 Fleet Evidence.com

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	USD 600.00	USD 600.00	USD 0.00	USD 600.00
43	85727	FLEET BASIC PACKAGE: YEAR 5 PAYMENT	USD 288.00	USD 12,384.00	USD 516.00	USD 11,868.00
Year 5 Fleet Evidence.com Total Before Discounts:						USD 12,984.00
Year 5 Fleet Evidence.com Discount:						USD 516.00
Year 5 Fleet Evidence.com Net Amount Due:						USD 12,468.00

CEW - Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
115	85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	USD 264.00	USD 30,360.00	USD 2,760.00	USD 27,600.00
CEW - Year 5 Total Before Discounts:						USD 30,360.00
CEW - Year 5 Discount:						USD 2,760.00
CEW - Year 5 Net Amount Due:						USD 27,600.00

Fleet 2.0 Hardware Upgrade

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
43	74003	CAMERA SYSTEM, AXON FLEET	USD 399.00	USD 17,157.00	USD 17,157.00	USD 0.00
43	74025	MOUNT ASSEMBLY, AXON FLEET	USD 79.95	USD 3,437.85	USD 3,437.85	USD 0.00
Fleet 2.0 Hardware Upgrade Total Before Discounts:						USD 20,594.85
Fleet 2.0 Hardware Upgrade Discount:						USD 20,594.85
Fleet 2.0 Hardware Upgrade Net Amount Due:						USD 0.00

Subtotal	USD 615,472.00
Estimated Shipping & Handling Cost	USD 1,834.43
Grand Total	USD 617,306.43

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Quote includes trade-in discount of \$100 per weapon

Agency is entitled to one upgrade on body camera hardware at 2.5 years under the terms and conditions of the Taser Assurance Program as part of the Unlimited Licenses.

Axon will provide the agency with an upgrade to the agency's Fleet 1.0 rear camera with Fleet 2.0 rear camera with IR hardware as documented in the quote when available at no additional cost. Agency is required to return the Fleet 1.0 cameras to Axon within 30 days of receiving the Fleet 2.0 cameras to take part in upgrade at no cost. Agency is responsible for any installation effort for this hardware upgrade.

Agency has the option to purchase the following hardware for 1 year following the initial 5-year term of this agreement:

A) Axon Body Camera Bundle (includes one Axon Body 2 camera or the then current available generation of Axon Body camera, two Camera Mounts and one USB Sync Cable) at \$700 per Camera Bundle

B) 6-bay Docking Stations for the Axon Body Camera at \$1,800 per Docking Station

C) Axon Fleet Hardware Bundle (includes two Axon Fleet Cameras, one Battery System, two Mounts, two Fleet Dongles, one Axon Signal Unit, one Axon Signal Unit Cable and two Axon Fleet Power Cables) at \$1,100 per vehicle.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement attached hereto. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-145219-1

Please sign and email to Paul Strozier at pstrozier@axon.com or fax to

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Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Michael Young
(817) 988-9705
1(817) 4277010
myoung@nrhtx.com

Quotation

Quote: Q-144679-1
Date: 12/1/2017 10:42 AM
Quote Expiration: 12/31/2017
Contract Start Date*: 1/15/2018
Contract Term: 3 years

AX Account Number:
132066

Bill To:
North Richland Hills Police Dept. - TX
4301 City Point Drive
North Richland Hills, TX 76180
US

Ship To:
Michael Young
North Richland Hills Police Dept. - TX
4301 City Point Drive
North Richland Hills, TX 76180
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Paul Strozier		pstrozier@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
112	75003	SIGNAL SIDEARM, RH HOLSTER, 0794-R	USD 0.00	USD 0.00	USD 0.00	USD 0.00
112	71045	SIGNAL SIDEARM, YEAR 1 PAYMENT	USD 120.00	USD 13,440.00	USD 2,688.00	USD 10,752.00
112	71046	SIGNAL SIDEARM, YEAR 2 PAYMENT	USD 120.00	USD 13,440.00	USD 2,688.00	USD 10,752.00
112	71047	SIGNAL SIDEARM, YEAR 3 PAYMENT, PARTIAL	USD 60.00	USD 6,720.00	USD 1,344.00	USD 5,376.00
112	71029	SIGNAL SIDEARM, HARDWARE PACK A	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	75004	SIGNAL SIDEARM, LH HOLSTER, 0794-L	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	71045	SIGNAL SIDEARM, YEAR 1 PAYMENT	USD 120.00	USD 360.00	USD 72.00	USD 288.00
3	71046	SIGNAL SIDEARM, YEAR 2 PAYMENT	USD 120.00	USD 360.00	USD 72.00	USD 288.00
3	71047	SIGNAL SIDEARM, YEAR 3 PAYMENT, PARTIAL	USD 60.00	USD 180.00	USD 36.00	USD 144.00
3	71029	SIGNAL SIDEARM, HARDWARE PACK A	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Year 1 Total Before Discounts:						USD 34,500.00
Year 1 Discount:						USD 6,900.00
Year 1 Net Amount Due:						USD 27,600.00

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
224	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	75003	SIGNAL SIDEARM, RH HOLSTER, 0794-R	USD 0.00	USD 0.00	USD 0.00	USD 0.00
6	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	75004	SIGNAL SIDEARM, LH HOLSTER, 0794-L	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

Subtotal	USD 27,600.00
Estimated Shipping & Handling Cost	USD 331.20
Grand Total	USD 27,931.20

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

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Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-144679-1

Please sign and email to Paul Strozier at pstrozier@axon.com or fax to

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Maintenance and Warranty

Appendix A-1

Year 1

Hardware/software description	Maintenance/warranty description and term	Maintenance cost/unit	Quantity	Maintenance total
Axon Body 2 Camera	5 years (3 years under the TASER Assurance Plan, and an additional 2 year warranty on the upgraded camera)	\$	204.00	119 \$ 24,276.00
Axon Fleet Camera System	5 years on all equipment (Axon Fleet cameras, mounts, battery boxes, Axon Signal Unit, and bluetooth dongle)	\$	276.00	43 \$ 11,868.00
Axon Signal Unit	1 year when standalone	\$	279.00	9 \$ 2,511.00
Axon Signal Sidearm	3 years (paid upfront)	\$	120.00	115 \$ 13,800.00
TASER CEW	5 years under T60 plan	\$	35.00	115 \$ 4,025.00
TASER CEW Cartridge	1 year	\$	-	230 \$ -
Blackhawk CEW Holster	90 days	\$	-	115 \$ -
TASER CEW battery	90 days	\$	-	115 \$ -
WiFi Offload Software	5 years	\$600	1	\$ 600.00
Year 1 Total				\$ 57,080.00

Year 2

Hardware/software description	Maintenance/warranty description and term	Maintenance cost/unit	Quantity	Maintenance total
Axon Body 2 Camera	5 years (3 years under the TASER Assurance Plan, and an additional 2 year warranty on the upgraded camera)	\$	204.00	119 \$ 24,276.00
Axon Fleet Camera System	5 years on all equipment (Axon Fleet cameras, mounts, battery boxes, Axon Signal Unit, and bluetooth dongle)	\$	276.00	43 \$ 11,868.00
TASER CEW	5 years under T60 plan	\$	60.00	115 \$ 6,900.00
WiFi Offload Software	5 years	\$600	1	\$ 600.00
Year 2 Total				\$ 43,644.00

Year 3

Hardware/software description	Maintenance/warranty description and term	Maintenance cost/unit	Quantity	Maintenance total
Axon Body 2 Camera	5 years (3 years under the TASER Assurance Plan, and an additional 2 year warranty on the upgraded camera)	\$	204.00	119 \$ 24,276.00
Axon Fleet Camera System	5 years on all equipment (Axon Fleet cameras, mounts, battery boxes, Axon Signal Unit, and bluetooth dongle)	\$	276.00	43 \$ 11,868.00
TASER CEW	5 years under T60 plan	\$	60.00	115 \$ 6,900.00
WiFi Offload Software	5 years	\$600	1	\$ 600.00
Year 3 Total				\$ 43,644.00

Year 4

Hardware/software description	Maintenance/warranty description and term	Maintenance cost/unit	Quantity	Maintenance total
Axon Body 2 Camera	5 years (3 years under the TASER Assurance Plan, and an additional 2 year warranty on the upgraded camera) - 100% discount years 4 and 5	\$	-	119 \$ -
Axon Fleet Camera System	5 years on all equipment (Axon Fleet cameras, mounts, battery boxes, Axon Signal Unit, and bluetooth dongle)	\$	276.00	43 \$ 11,868.00
TASER CEW	5 years under T60 plan	\$	60.00	115 \$ 6,900.00
WiFi Offload Software	5 years	\$600	1	\$ 600.00
Year 4 Total				\$ 19,368.00

Year 5

Hardware/software description	Maintenance/warranty description and term	Maintenance cost/unit	Quantity	Maintenance total
Axon Body 2 Camera	5 years (3 years under the TASER Assurance Plan, and an additional 2 year warranty on the upgraded camera) - 100% discount years 4 and 5	\$	-	119 \$ -
Axon Fleet Camera System	5 years on all equipment (Axon Fleet cameras, mounts, battery boxes, Axon Signal Unit, and bluetooth dongle)	\$	276.00	43 \$ 11,868.00
TASER CEW	5 years under T60 plan	\$	60.00	115 \$ 6,900.00
WiFi Offload Software	5 years	\$600	1	\$ 600.00
Year 5 Total				\$ 19,368.00

Evidence.com Terms of Use

Appendix B

- 1 **Evidence.com Subscription Term.** The Evidence.com Subscription will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date..

- 2 **Access Rights. “Agency Content”** means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user’s access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

- 3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users’ use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

- 4 **Evidence.com Data Security.**
 - 4.1. **Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive

Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. **FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement. Pursuant to Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice on behalf of Agency under this Agreement, Axon shall comply with the CJIS Security Policy and CFR Part 20, as amended, and shall provide a separately executed copy of the FBI CJIS Security Addendum to Agency upon request.

5 **Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

6 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

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- 7 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.
- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
 - 8.4. Access may be restored after the issue has been resolved.
- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the

Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

- 11 **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Professional Services Appendix C

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

2.1. The Axon Starter Package includes one day of on-site services and a Project Manager that will work closely with the Agency to meet all contract deliverables. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package includes the options listed below:

System set up and configuration

- Setup Axon Mobile on smart phones (if applicable).
- Configure categories & custom roles based on Agency need.
- Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.
- Work with IT to install Evidence Sync software on locked-down computers (if applicable).
- Virtual assistance included.

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.
- Authenticate Dock with Evidence.com using “Administrator” credentials from Agency.
- Virtual assistance included.

Axon instructor training (Train the Trainer)

Training for Agency’s in-house instructors who can support the Agency’s Axon camera and Evidence.com training needs after Axon’s Professional Service team has fulfilled its contracted on-site obligations.

End user go live training and support sessions

- Assistance with device set up and configuration.
- Training on device use, Evidence.com and Evidence Sync.

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

- 3 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on

User class will include: one deployment planning conference call and one virtual administrative training via WebEx.

- 4 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 5 **Delivery of Services.**
- 5.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
- 5.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 6 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 7 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

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- 8 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 9 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data, unless such loss or damage is due to Axon's gross negligence or intentional misconduct; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause, unless such loss or damage is due to Axon's gross negligence or intentional misconduct.

TASER Assurance Plan Appendix D

The TASER Assurance Plan (“TAP”) is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of Ultimate and Unlimited Licenses, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on an Axon Product. TAP for the Axon cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the “Spare Products”) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon’s Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon’s sole option. The Agency may not buy a new TAP for the replacement Product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and is obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.

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- 4 **TAP Officer Safety Plan (OSP)**. Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term, the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.
- 5 **TAP Upgrade Models**. Any Products replaced within the 6 months prior to the scheduled upgrade, or other time frame as to agreed to by the Parties, will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the Products to Axon or Axon will deactivate the serial numbers for the Products received by the Agency. In the case of Axon cameras, the Agency may keep the original Products only if the Agency purchases additional Evidence.com licenses for the Axon camera Products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will be provided in year 3 if the Agency purchased 3 years of Evidence.com Services with Ultimate Licenses or Unlimited Licenses, or TAP as a stand-alone service, and all payments are made; or (ii) 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins if the Agency purchased 5 years of Evidence.com Services with an Ultimate License or Unlimited Licenses, OSP, or TAP as a stand-alone service, and made all TAP payments. Axon will provide a 2-year extended warranty on the upgraded body camera the Agency receives in year 3, as further described in the Quote. This will provide a total of a 5-year warranty on the body camera.

5.1. TAP Axon Camera Upgrade Models.

- 5.1.1. If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon

makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5.1.2. If the Agency purchased an Unlimited or Ultimate License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

5.2. TAP Dock Upgrade Models. If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

6 TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 6.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 6.2.** Axon will not and has no obligation to provide the free Upgrade Models.
- 6.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 6.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

Axon Integration Services Appendix E

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.
- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties

and included in the change order, signed by both Parties.

- 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner in accordance with industry standards for like services.

5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:

- 5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
- 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
- 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
- 5.5. Promptly installing and implementing any and all software updates provided by Axon;
- 5.6. Ensuring that all appropriate data backups are performed;
- 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
- 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by

Axon Fleet Appendix F

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3 **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warrantied under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.
 - 5.1. If the Agency chooses to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon, or the Agency choses a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and

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- use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
- 5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.
- 5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

6 **Fleet Wireless Offload Service.**

- 6.1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
- 6.2. **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
- 6.3. **License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.
- 6.4. **Updates.** If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (collectively, "**WOS Updates**") to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for

maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.

6.5. **Fleet WOS Support.** If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

7 **Axon Fleet Unlimited Storage.** For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

8 **Axon Fleet Unlimited Upgrade.** If the Agency has purchased Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon Fleet Unlimited also provides the Agency with Axon Fleet camera hardware Upgrade Models during the Term, solely with respect to the Axon Fleet camera. Axon Fleet Upgrade Models are to be provided as follows during and/or after the Axon Fleet Unlimited Term: 2.5 years after the Axon Fleet Subscription Start Date and once again 5 years after the Axon Fleet Subscription Start Date if the Agency purchased 5 years of Axon Fleet Unlimited and made all Axon Fleet Unlimited payments. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

9 **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

- 9.1. Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
- 9.2. Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
- 9.3. The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 9.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

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Signal Sidearm Appendix G

Signal Sidearm is an optional purchase the Agency may make. If Signal Sidearm is included on the Quote, this Signal Sidearm Appendix applies.

- 1 **Signal Sidearm Term.** The Signal Sidearm start date is based upon the shipment date of Signal Sidearm. If the shipment of the hardware occurred in the first half of the month, then the Signal Sidearm Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Signal Sidearm Term starts on the 15th of the following month. The Signal Sidearm Term length is 30 months from date of shipment.
- 2 **Signal Sidearm Warranty Coverage.** The Signal Sidearm includes the extended warranty coverage described in the current hardware warranty. Signal Sidearm warranty coverage starts at the end of the Hardware Limited Warranty term and continues for the Signal Sidearm Term.

Axon will provide the Agency with two extra batteries for each Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Signal Sidearm Term, the Agency may request the batteries through Axon's RMA process.

- 3 **Third Party Holster Warranty.** Axon provides an additional limited warranty on third party holsters used in conjunction with the Signal Sidearm. As such, for a period of one (1) year from the date of shipment of Signal Sidearm to Agency, Axon will provide a credit based on the MSRP of the holster to the Agency for damage caused to the holster directly by Signal Sidearm, other than holster installation points and ordinary wear and tear, up to a maximum of \$150.00, provided that (a) the Agency has a valid warranty claim for the holster and (b) the third party manufacturer will not honor the warranty claim due to Signal Sidearm voiding the Agency's holster warranty. Axon reserves the right to validate compliance with the above.

This warranty is subject to the proper use and installation of the Signal Sidearm as detailed in the Axon Signal Sidearm Assembly Guide. As such, Axon will not be responsible and this limited warranty does not extend to the repair, replacement or warranty of a holster used in conjunction with the Signal Sidearm that incurs damage not directly caused by use of the Signal Sidearm. Use of the Signal Sidearm with accessories, peripheral equipment and other products of a similar type, condition and standard other than prescribed by the holster manufacturer or Axon will void this warranty. Please refer to the manufacturer for information on your holster warranty. Axon disclaims all other warranties, express or implied.

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- 4 **Spare Product.** Axon will provide a predetermined number of spare Signal Sidearm units for those hardware items and accessories listed in the Quote (collectively the “Spare Signal Sidearm Units”) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon’s Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Signal Sidearm Units is utilized, and Axon will repair the non-functioning unit or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the warranty coverage, during the Signal Sidearm Term with the same product or a like product, at Axon’s sole option.
- 5 **Signal Sidearm Termination.** If an invoice for Signal Sidearm is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate Signal Sidearm. Once Signal Sidearm coverage is terminated for any reason, then:
- 5.1. If Signal Sidearm is terminated before the end of the term, then (a) the Agency will be invoiced for the remainder of the MSRP for the Signal Sidearm products received and not already paid as part of the Signal Sidearm before the termination date; or (b) only in the case of termination for non-appropriations, return the Signal Sidearm products to Axon within 30 days of the date of termination.
 - 5.2. Signal Sidearm warranty coverage, as well as the third party holster warranty coverage, will terminate as of the date of termination and no refunds will be given.
 - 5.3. The Agency will be invoiced for and is obligated to pay to Axon the MSRP then in effect for all Spare Signal Sidearm Units provided by Axon. If the Spare Signal Sidearm Units are returned within 30 days of the Spare Signal Sidearm Units invoice date, credit will be issued and applied against the Spare Signal Sidearm Units invoice

TASER 60 Terms and Conditions

Appendix H

These TASER 60 Terms and Conditions apply to your purchase under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

1. **TASER 60 Term.** TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60 (**Start Date**). The TASER 60 Term will end 5 years after the Start Date (**Term**).
2. **Payment Terms.** Axon invoices for the TASER 60 plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.
3. **TASER 60 Warranty Coverage.** TASER 60 includes extended warranty coverage for TASER CEW hardware specifically identified in the Quote and as described in the Hardware Limited Warranty. TASER 60 warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 during the Term. The Agency may not have both an optional extended warranty and TASER 60 on the TASER CEW product.
4. **Spare Product.** For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the end of the Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.
5. **TASER 60 Termination.** If an invoice for TASER 60 is more than 30 days past due, then Axon may terminate TASER 60. Axon will provide notification that TASER 60 coverage is terminated. Once TASER 60 coverage is terminated for

any reason, then:

13.1 TASER 60 coverage will terminate as of the date of termination and no refunds will be given.

13.2 The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.

13.3 The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.