

This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and the City of Delray Beach, FL ("Agency"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("Effective Date"). Axon and Agency are each a "Party" and collectively "Parties". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("Quote"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

Definitions.

"Axon Cloud Services" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"Axon Device" means all hardware provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on the Effective Date and expires on October 1, 2026 ("Term").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The subscription term for each subscription is stated in the Quote. ("Subscription Term").

- Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.
- 4 <u>Taxes</u>. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
- Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
- Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 13.0

Release Date: 3/31/2021 Page 1 of 21



7 Warranty.

- 7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.
- 7.2 Claims. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

- 7.3 Spare Axon Devices. For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("Spare Axon Devices"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4 Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.
 - 7.4.1 To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
 - 7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- Statement of Work. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

Title: Master Services and Purchasing Agreement between Axon and Agency



- 9 Axon Device Warnings. See www.axon.com/legal for the most current Axon Device warnings.
- 10 <u>Design Changes</u>. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 Indemnification. Axon shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, its officers, agents, servants, and employees from and against any and all third-party causes of action, demands, claims, losses, liabilities and expenditures of any kind, including reasonable attorney fees, court costs, and expenses, caused or alleged to be caused by any negligent, or reckless act of, or omission of, Axon, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, Axon shall, upon written notice from City, resist and defend such lawsuit or proceeding by counsel satisfactory to City or, at City's option, pay for an attorney selected by City Attorney to defend CityThe obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the City Attorney, any sums due Axon under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by City.
- 14 <u>IP Rights</u>. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 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 us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

Agency Responsibilities. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

18 Termination.

16

18.1 For Breach. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

Title: Master Services and Purchasing Agreement between Axon and Agency



- **18.2 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 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. Agency will deliver notice of termination under this section as soon as reasonably practicable.
- **18.3 Termination for Convenience.** Agency may terminate this Agreement for any reason without cause upon 60 days' notice to Axon.
- 18.4 Effect of Termination. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- Public Records. IF THE CONTRACTOR (AXON) HAS QUESTIONS REGARDING THE 19 APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA **EMAIL** AT CITYCLERK@MYDELRAYBEACH.COM. Axon shall comply with public records laws, specifically to:
 - 19.1 Keep and maintain public records required by the City to perform the service.
 - 19.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - 19.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Axon does not transfer the records to the City.
 - Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Axon or keep and maintain public records required by the City to perform the service. If the Axon transfers all public records to the City upon completion of the Agreement, the Axon shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Axon keeps and maintains public records upon completion of the Agreement, the Axon shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Axon does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

20 Inspector General. Contractor is aware that the Inspector General of Palm Beach County has the authority to

Title: Master Services and Purchasing Agreement between Axon and Agency



investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

Confidentiality. "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Except as required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive.

22 General.

- **22.1 Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- **22.2** Independent Contractors. The Parties are independent contractors. Neither Party 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.
- 22.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.
- **22.4 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 22.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.
- **22.6 Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- **22.7 Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- **22.8 Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- **22.9 Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- **22.10** Governing Law. The laws of Florida shall govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. Any legal proceedings concerning this Agreement will be conducted in Palm Beach County, Florida.
- **22.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Title: Master Services and Purchasing Agreement between Axon and Agency



Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street Scottsdale, Arizona 85255 legal@axon.com Agency: City of Delray Beach Attn: City Manager 100 NW 1st Ave Delray Beach, FL 33444

22.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	City of Delray Beach, FL
Signature: Signature:	Signature:
Name: Robert & Driscoll Jr.	Name: Shelly Petrolia
Title: VP, associate General Course	Title: Mayor
Date: 5/6/21	Date:
	ATTEST:
	Katerri Johnson, City Clerk
	Approved as to form and
	legal sufficiency:
	Lynn Gelin, City Attorney

Title: Master Services and Purchasing Agreement between Axon and Agency



Axon Cloud Services Terms of Use Appendix

1 Definitions.

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

- Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.
- Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may

Title: Master Services and Purchasing Agreement between Axon and Agency



be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

- **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- Axon Body 3 Wi-Fi Positioning. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- Storage. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- <u>Location of Storage</u>. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- Suspension. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 <u>Axon Cloud Services Warranty</u>. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
- **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("Axon Records Subscription")

Title: Master Services and Purchasing Agreement between Axon and Agency



An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 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 Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- After Termination. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 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 service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- U.S. Government Rights. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud 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, Agency will immediately discontinue use of Axon Cloud Services.
- Survival. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 12.0



Axon Customer Experience Improvement Program Appendix

Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

1.1.1.

When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 11. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 12.0

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").

- 1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
- **1.2 ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Li Check this box if Agency wants to help further improve Axon's services by participating in
ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon
Customer Experience Improvement Program Tier 2 Terms of Service, available at
https://www.axon.com/sales-terms-and-conditions and incorporated herein by reference.

Title: Master Services and Purchasing Agreement between Axon and Agency



Professional Services Appendix

- 1 <u>Utilization of Services</u>. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- Body-Worn Camera Starter Service (BWC Starter). BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- · Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's 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, Axon Evidence, and Evidence Sync

Implementation document packet

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

- 3 <u>Body-Worn Camera Virtual 1-Day Service (BWC Virtual)</u>. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
- 4 <u>CEW Services Packages</u>. CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence

Title: Master Services and Purchasing Agreement between Axon and Agency



- For the CEW Full Service Package: On-site assistance included
- For the CEW Starter Package: Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- For the CEW Full Service Package: Training for up to 3 individuals at Agency
- For the CEW Starter Package: Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

5 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

Signal Sidearm Installation Service. If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount

Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount

Reattachment of the holster to the mount using appropriate screws

Functional testing of Signal Sidearm device

- Out of Scope Services. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 9 Access Computer Systems to Perform Services. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 12.0



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 Agency.

- Site Preparation. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it
- Acceptance. When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 12 <u>Agency Network</u>. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 12.0



Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

- 1 TAP Warranty. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- Officer Safety Plan. If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 OSP 7 Term. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("OSP 7 Term").
- TAP BWC Upgrade. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
- TAP Dock Upgrade. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
- Upgrade Delay. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- Upgrade Change. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage 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 Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 7 Appendix

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 12.0



This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

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

Agency Size	Days to Return from Start Date of TASER 7 Subscription					
Less than 100 officers	30 days					
100 to 499 officers	90 days					
500+ officers	180 days					

- TASER 7 Subscription Term. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- Access Rights. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- Privacy. Axon will not disclose Agency Content or any information about 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 Agency may file an objection with the court or administrative body.
- **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - **8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 12.0



- 8.2 Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 12.0

Release Date: 12/18/2020 Page 17 of 21



Axon Auto-Tagging Appendix

- Scope. Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- Support. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- Changes. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 Agency Responsibilities. Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - **4.2** Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - **4.3** Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - **4.4** Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - **4.5** Promptly install and implement any software updates provided by Axon;
 - **4.6** Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - **4.9** Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - **4.10** Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- Access to Systems. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial 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 Agency.

Title: Master Services and Purchasing Agreement between Axon and Agency



Axon Fleet Appendix

- Agency Responsibilities. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- Cradlepoint. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
- 3 <u>Third-party Installer</u>. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4 Wireless Offload Server.

- 4.1 License Grant. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2 Restrictions. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of 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 WOS.
- 4.3 Updates. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- **4.4 WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5 Axon Vehicle Software.

- **5.1** License Grant. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of

Title: Master Services and Purchasing Agreement between Axon and Agency



Axon Vehicle Software; 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 Axon Vehicle Software.

Axon Fleet Upgrade. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote.

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- **Privacy.** Axon will not disclose Agency Content or any information about 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 Agency may file an objection with the court or administrative body.
- **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - **8.1** Axon Fleet subscription coverage terminates, and no refunds will be given.
 - **8.2** Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - **8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Title: Master Services and Purchasing Agreement between Axon and Agency



Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

Axon Respond Subscription Term. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date.

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- Scope of Axon Respond. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
- Axon Body 3 LTE Requirements. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
- 4 <u>Axon Fleet 3 LTE Requirements</u>. Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
- Axon Respond Service Limitations. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of:

 (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

Termination. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal Version: 12.0



Delray Beach Police Dept - FL

AXON SALES REPRESENTATIVE
Bryan Fondrie

bfondrie@axon.com

ISSUED 4/21/2021



SHIP TO

Ronald Brown

300 W Atlantic Ave

Delray Beach, FL 33444

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

BILL TO

Delray Beach Police Dept - FL 300 W Atlantic Ave Delray Beach, FL 33444 US Q-294644-44307.066BF

Issued: 04/21/2021

Quote Expiration: 05/31/2021

Account Number: 108125

Payment Terms: Net 30 Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Bryan Fondrie Phone: Email: bfondrie@axon.com Fax:

PRIMARY CONTACT

Ronald Brown Phone: (561) 243-7888 Email: brownr@mydelraybeach.com

Year 1 - Split T7 Delivery

Delray Beach Police Dept - FL

item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		20	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		20	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		60	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		60	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5- DEGREE) NS		10	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		10	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		40	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		40	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		25	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		25	0.00	0.00	0.00

Year 1 - Split T7 Delivery (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	0.00	0.00
Other				PERMIT	A PLANT HOLD	1000
73958	OFFICER SAFETY PLAN 7 PAYMENT	4	20	636.00	690.00	13,800.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	150.00	0.00	0.00
					Subtotal	13,800.00
					Estimated Shipping	. 0.00
					Estimated Tax	0.00
					Total	13,800.00

Year 1 - TASER 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	134	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	134	0.00	0.00	0.00
Hardware						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		154	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		402	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		402	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		268	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		268	0.00	0.00	0.00

Year 1 - TASER 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		268	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		268	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		185	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		185	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4- YEAR		2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		2	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		2	0.00	0.00	0.00
Other					STATE OF THE PARTY OF	JE PRODUCT
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		2	0.00	0.00	0.00
Services						4 T 3 T 1
11609	SMART WEAPON TRANSITION SERVICE		1	2,000.00	2,000.00	2,000.00
85144	AXON STARTER		1	2,750.00	2,750.00	2,750.00
85147	CEW STARTER		1	2,750.00	2,750.00	2,750.00
85014	AXON 1-DAY SERVICE		1	2,000.00	2,000.00	2,000.00
					Subtotal	9,500.00
					Estimated Tax	0.00
					Total	9,500.00

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
73682	AUTO TAGGING LICENSE	60	169	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	9	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	12	9	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages (Continued)					
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	36	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	134	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	134	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	1,340	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	134	0.00	0.00	0.00
73638	STANDARDS ACCESS LICENSE	60	134	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	6	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	6	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	60	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	6	0.00	0.00	0.00
73638	STANDARDS ACCESS LICENSE	60	6	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	60	1	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	20	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	20	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	200	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	20	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	20	0.00	0.00	0.00
73638	STANDARDS ACCESS LICENSE	60	20	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	20	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
Hardware						
75015	SIGNAL SIDEARM KIT		9	249.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		18	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	169	336.00	336.00	56,784.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
ardware (Continued)					
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
75015	SIGNAL SIDEARM KIT		134	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		134	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		134	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		268	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		6	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		12	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		20	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		40	0.00	0.00	0.00
12128	AXON AIR, ZENMUSE H20T		1	14,000.00	14,000.00	14,000.00
73361	TRANSFERRED WARRANTY AB3 8 BAY DOCK	60	2	0.00	0.00	0.00
73362	TRANSFERRED WARRANTY AB3 CAMERA	60	169	0.00	0.00	0.00
ther					74. 1 62.56	
73835	AUTO TAGGING LICENSE PAYMENT	12	169	108.00	108.00	18,252.00
75002	SIGNAL SIDEARM ADHESIVE MOUNT INSTALLATION KIT (SPARE)		9	5.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	9	1,068.00	1,068.00	9,612.00
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	60	9	0.00	0.00	0.00
73266	TRANSFERRED AB3 MULTI-BAY DOCK TAP WARRANTY	60	2	0.00	0.00	0.00
73946	OFFICER SAFETY PLAN 7 BUNDLE HEADER	60	134	0.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	134	1,908.00	1,249.97	167,495.98
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	60	134	0.00	0.00	0.00
73266	TRANSFERRED AB3 MULTI-BAY DOCK TAP WARRANTY	60	22	0.00	0.00	0.00
20421	UNLIMITED 7 BUNDLE HEADER	12	6	0.00	0.00	0.00
20439	UNLIMITED 7 PAYMENT YEARS 1-5	12	6	1,218.00	1,218.00	7,308.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Conti	nued)					
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	60	6	0.00	0.00	0.00
73946	OFFICER SAFETY PLAN 7 BUNDLE HEADER	60	20	0.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	20	1,908.00	1,218.00	24,360.00
Not Eligible TASER 7 INSTRUCTO R COURSE VOUCHER	Not Eligible TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
Not Eligible TASER 7 MASTER INSTRUCTO R SCHOOL VOUC	Not Eligible TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Not Eligible Target and Frame	Not Eligible Target and Frame		20	0.00	0.00	0.00
Not Eligible Halt Suit	Not Eligible Halt Suit		1	0.00	0.00	0.00
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	60	20	0.00	0.00	0.00
12122	AXON AIR, MATRICE 300 RTK		1	16,000.00	16,000.00	16,000.00
12338	AXON AIR EVIDENCE.COM LICENSE	60	4	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	4	1,200.00	1,200.00	4,800.00
					Subtotal	319,319.98
					Estimated Tax	0.00
					Total	319,319.98

Year 1 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,145.16	27,483.84
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00

Year 1 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages (Continued)					
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00
Hardware				24 B B	WARRY WAR	
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	12	72	0.00	0.00	0.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	60	72	0.00	0.00	0.00
Other				ALE STATE		10 m
87050	FLEET VIEW XL ACCESS LICENSE	60	72	0.00	0.00	0.00
WiFi Offloa	id .	STATE OF THE STATE		W.B. B.		1921
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	4	600.00	600.00	2,400.00
					Subtotal	104,187.84
					Estimated Tax	0.00
					Total	104,187.84

Year 1 - Interview Room

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
xon Plan	s & Packages					
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	12	8	1,188.00	1,188.00	9,504.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		7	1,500.00	0.00	0.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	0.00	0.00
					Subtotal	12,304.00
					Estimated Tax	0.00
					Total	12,304.00

Year 1 - Trade In

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		154	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		5	1,720.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		5	300.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		6	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		6	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		6	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		6	0.00	0.00	0.00
Other		A SERVE	DATE OF THE STATE	A TOTAL	WATER STREET	5 (A. 4) 5
73827	AB3 CAMERA TAP WARRANTY	12	6	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	169	336.00	240.00	40,560.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	336.00	672.00

Year 2 (Continued)

ltem	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	169	108.00	108.00	18,252.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	9	1,068.00	1,068.00	9,612.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	134	1,908.00	1,908.00	255,672.00
20439	UNLIMITED 7 PAYMENT YEARS 1-5	12	6	1,218.00	1,218.00	7,308.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	20	1,908.00	1,908.00	38,160.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	4	1,200.00	1,200.00	4,800.00
12338	AXON AIR EVIDENCE.COM LICENSE	48	1	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	1	1,200.00	1,200.00	1,200.00
					Subtotal	376,236.00
					Estimated Tax	0.00
					Total	376,236.00

Year 2 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	& Packages					
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,145.16	27,483.84
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	36	24	4,644.00	2,376.00	57,024.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00
Hardware			79-13-14		20-10-10	
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		24	1,509.00	1,509.00	36,216.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		24	0.00	0.00	0.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	48	24	0.00	0.00	0.00
71088	AXON FLEET 2 KIT		24	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	12	24	0.00	0.00	0.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN- 1, BLACK		24	270.00	270.00	6,480.00
Other		SE IN STEE	District of the second		S. P. 15, 153 S	P. Carley
87050	FLEET VIEW XL ACCESS LICENSE	48	24	0.00	0.00	0.00

Year 2 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offloa	ad Alegania - Paristy Lande - Alegania					
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	4	600.00	600.00	2,400.00
					Subtotal	241,059.84
					Estimated Tax	0.00
					Total	241,059.84

Year 2 - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	12	8	1,188.00	1,188.00	9,504.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
					Subtotal	12,304.00
					Estimated Tax	0.00
					Total	12,304.00

Year 2 - TASER 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		268	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		268	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
Other						A COLUMN TO SERVICE STATE OF THE PARTY OF TH
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00

Year 2 - TASER 7 (Continued)

item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Con	tinued)					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 3

item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	169	336.00	240.00	40,560.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	336.00	672.00
Other						
73835	AUTO TAGGING LICENSE PAYMENT	12	169	108.00	108.00	18,252.00
73309	AXON CAMERA REFRESH ONE		169	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		9	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	9	1,068.00	1,068.00	9,612.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		134	0.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	134	1,908.00	1,908.00	255,672.00
73309	AXON CAMERA REFRESH ONE		6	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		22	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		6	0.00	0.00	0.00
20439	UNLIMITED 7 PAYMENT YEARS 1-5	12	6	1,218.00	1,218.00	7,308.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	20	1,908.00	1,908.00	38,160.00
73309	AXON CAMERA REFRESH ONE		20	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	4	1,200.00	1,200.00	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	1	1,200.00	1,200.00	1,200.00
					Subtotal	376,236.00
					Estimated Tax	0.00
					Total	376,236.00

Year 3 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
xon Plans	s & Packages					
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,145.16	27,483.84
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	48	24	6,192.00	3,168.00	76,032.00
80217	FLEET 2 UNLIMITED WITH TAP PAYMENT	12	24	1,548.00	1,548.00	37,152.00
lardware						
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD ESSENT (PRIME)		24	1,509.00	1,509.00	36,216.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET		24	0.00	0.00	0.00
71100	CABLE ASSEMBLY, POWER HARNESS, FLEET 2		24	15.00	15.00	360.00
71088	AXON FLEET 2 KIT		24	0.00	0.00	0.00
87069	TECH ASSURANCE PLAN FLEET 2 KIT WARRANTY	12	24	0.00	0.00	0.00
80214	FLEET EVIDENCE.COM UNLIMITED STORAGE	36	24	0.00	0.00	0.00
71200	FLEET ROUTER ANTENNA, COMPACT 5-IN- 1, BLACK		24	270.00	270.00	6,480.00
Other	《		in Sinze			
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		24	0.00	0.00	0.00
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		24	0.00	0.00	0.00
87050	FLEET VIEW XL ACCESS LICENSE	36	24	0.00	0.00	0.00
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		24	0.00	0.00	0.00
ViFi Offloa	d - The state of t			A PARTY		
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	4	600.00	600.00	2,400.00
					Subtotal	297,579.84
					Estimated Tax	0.00
				,	Total	297,579.84

Year 3 - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	12	8	1,188.00	1,188.00	9,504.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
					Subtotal	12,304.00
					Estimated Tax	0.00
					Total	12,304.00

Year 3 - TASER 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS	- wit-	268	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		268	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		268	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		268	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		40	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		40	0.00	0.00	0.00
Other				THE REAL PROPERTY.		
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00

Year 3 - TASER 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Con	tinued)					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	169	336.00	336.00	56,784.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
Other	NOT THE RESERVE TO SHEET WAS A REAL PROPERTY.	Let Son Ha	N VENUE			
73835	AUTO TAGGING LICENSE PAYMENT	12	169	108.00	108.00	18,252.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	9	1,068.00	1,068.00	9,612.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	134	1,908.00	1,908.00	255,672.00
20439	UNLIMITED 7 PAYMENT YEARS 1-5	12	6	1,218.00	1,218.00	7,308.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	20	1,908.00	1,908.00	38,160.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	4	1,200.00	1,200.00	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	1	1,200.00	1,200.00	1,200.00
					Subtotal	392,496.00
					Estimated Tax	0.00
					Total	392,496.00

Year 4 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
80215	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	12	120	408.00	408.00	48,960.00
Other						
87051	FLEET VIEW XL LICENSE PAYMENT	12	120	348.00	348.00	41,760.00
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		24	0.00	0.00	0.00

Year 4 - Fleet (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offloa	ad the second of the second of					
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	4	600.00	600.00	2,400.00
					Subtotal	93,120.00
					Estimated Tax	0.00
					Total	93,120.00

Year 4 - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	12	8	1,188.00	1,188.00	9,504.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
					Subtotal	12,304.00
					Estimated Tax	0.00
					Total	12,304.00

Year 4 - TASER 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		268	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		268	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
Other		N. S. ASS. LO. S.				
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00

Year 4 - TASER 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Con	tinued)					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
				Subtotal	0.00	
					Estimated Tax	0.00
					Total	0.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	169	336.00	336.00	56,784.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
Other				ARTE		
73835	AUTO TAGGING LICENSE PAYMENT	12	169	108.00	108.00	18,252.00
73310	AXON CAMERA REFRESH TWO		169	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		9	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	9	1,068.00	1,068.00	9,612.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		134	0.00	0.00	0.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	134	1,908.00	1,908.00	255,672.00
73310	AXON CAMERA REFRESH TWO		6	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		22	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		6	0.00	0.00	0.00
20439	UNLIMITED 7 PAYMENT YEARS 1-5	12	6	1,218.00	1,218.00	7,308.00
73958	OFFICER SAFETY PLAN 7 PAYMENT	12	20	1,908.00	1,908.00	38,160.00
73310	AXON CAMERA REFRESH TWO		20	0.00	0.00	0.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	4	1,200.00	1,200.00	4,800.00
12339	AXON AIR EVIDENCE.COM LICENSE PAYMENT	12	1	1,200.00	1,200.00	1,200.00
					Subtotal	392,496.00
					Estimated Tax	0.00
					Total	392,496.00

Year 5 - Fleet

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
80215	FLEET EVIDENCE.COM UNLIMITED STORAGE PAYMENT	12	120	408.00	408.00	48,960.00
Other		5 / 1 - 1 / 1 / 1				
87051	FLEET VIEW XL LICENSE PAYMENT	12	120	348.00	348.00	41,760.00
73335	FLEET CAMERA REFRESH (ONE FRONT AND ONE REAR)		24	0.00	0.00	0.00
WiFi Offloa	d de la	-	- TALLES NE	A PORT OF THE PARTY OF THE PART		
80219	WI-FI OFFLOAD, SOFTWARE MAINTENANCE PAYMENT	12	4	600.00	600.00	2,400.00
					Subtotal	93,120.00
					Estimated Tax	0.00
					Total	93,120.00

Year 5 - Interview Room

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans	s & Packages					
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	12	8	1,188.00	1,188.00	9,504.00
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	7	300.00	300.00	2,100.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	12	2	350.00	350.00	700.00
					Subtotal	12,304.00
					Estimated Tax	0.00
					Total	12,304.00

Year 5 - TASER 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						THE RESERVE
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		268	0.00	0.00	0.00

Year 5 - TASER 7 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		268	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		40	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		40	0.00	0.00	0.00
Other			NAME OF TAXABLE PARTY.	A Long Town		
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		2	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Grand Total 2,770,671.50



Discounts (USD)

Quote Expiration: 05/31/2021

List Amount	3,087,386.00
Discounts	316,714.50
Total	2,770,671.50

^{*}Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
Year 1 - Split T7 Delivery	13,800.00
Year 1 - TASER 7	9,500.00
Year 1	319,319.98
Year 1 - Fleet	104,187.84
Year 1 - Interview Room	12,304.00
Year 1 - Trade In	0.00
Spares	0.00
Year 2	376,236.00
Year 2 - Fleet	241,059.84
Year 2 - Interview Room	12,304.00



Summary of Payments (Continued)

Payment	Amount (USD)
Year 2 - TASER 7	0.00
Year 3	376,236.00
Year 3 - Fleet	297,579.84
Year 3 - Interview Room	12,304.00
Year 3 - TASER 7	0.00
Year 4	392,496.00
Year 4 - Fleet	93,120.00
Year 4 - Interview Room	12,304.00
Year 4 - TASER 7	0.00
Year 5	392,496.00
Year 5 - Fleet	93,120.00
Year 5 - Interview Room	12,304.00
Year 5 - TASER 7	0.00
Grand Total	2,770,671.50

Notes

Agency has existing contracts #00018633 (originated via Q-162321), #00018627 (originated via Q-116185), and #00018629 (originated via Q-160722) and is terminating those contracts upon the license start date (10/1/2021) of this quote.

The parties agree that Axon is granting a refund of \$59,022.68 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 9/1/2021-9/15/2021, resulting in a 10/1/2021 OSP license start date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

The parties agree that Axon is granting a credit of \$29,152.50 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 9/1/2021-9/15/2021, resulting in a 10/1/2021 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

This quote is contingent upon Y3 payment of contracts #00018627 and #00018629.

If, prior to the shipment of drone hardware listed on this quote, the U.S. government imposes additional import tariffs and/or duties on drone hardware, then the parties agree that Axon may, in its sole discretion, increase the price of the above-mentioned drone hardware by the same percentage of said tariff and/or duty increase. The Customer shall pay the increased price as reflected on the invoice provided by Axon to the Customer, per the terms of this agreement.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at https://www.axon.com/legal/sales-terms-and-conditions and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature:	Date:	
Name (Print):	Title:	
PO# (Or write N/A):		

Please sign and email to Bryan Fondrie at bfondrie@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy axon.com

The trademarks referenced above are the property of their respective owners.

	Axon Internal Use	e Only	
		SFDC Contract#:	
		Order Type: RMA#: Address Used:	
Review 1	Review 2	SO#:	
Comments:			

Delray Beach Police Dept - FL

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	