



## Fourth Amendment to Master Services and Purchasing Agreement

This Fourth Amendment ("**Amendment**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and City of Menifee on behalf of Menifee Police Department (collectively "**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement with an effective date of December 27, 2019, as amended by that certain Amendment No. 1 entered into on August 6, 2020, as modified by that certain Phase 2 update to the Agreement executed on February 22, 2021, as amended by that certain Amendment No. 2 entered into October 20, 2021, as amended by that certain Amendment No. 3 entered into on August 8, 2022." ("**Agreement**").

The Parties wish to incorporate further changes into the Agreement regarding the attached Quote Q-434813-45019.713KP ("**Attachment A**").

The Parties therefore agree as follows:

1. Attachment A is hereby incorporated into the Agreement, including the pricing and the applicable terms and conditions.
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

**AXON:**

**Axon Enterprise, Inc.**

Signature: 


Name: Bobby Driscoll

Title: VP, Associate General Counsel

Date: 7/17/2023

**AGENCY:**

**City of Menifee**

Signature: 

Name: Armando G. Villa


Title: City Manager

Date: 7-27-23

Attest:

  
Stephanie Roseen, Acting City Clerk

Approved as to Form:

  
Jeffrey T. Melching, City Attorney

**Attachment A**

**Axon Quote**

**(See Next Page)**



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

Q-434813-45019.713KP

Issued: 04/03/2023

Quote Expiration: 04/30/2023

Estimated Contract Start Date: 05/01/2023

Account Number: 508779

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Menifee Police Dept.-29714 Haun Rd 29714 Haun Rd Menifee, CA 92586-6540 USA	Menifee Police Dept. - CA 29844 Haun Rd Menifee, CA 92586-6539 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	RAUL PEREZ Phone: (916) 214-1481 Email: rperez@menifeepolice.org Fax:

## Quote Summary

Program Length	27 Months
<b>TOTAL COST</b>	<b>\$5,478.30</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$5,478.30</b>

## Discount Summary

Average Savings Per Year	(\$94.80)
<b>TOTAL SAVINGS</b>	<b>(\$213.30)</b>

## Payment Summary

Date	Subtotal	Tax	Total
May 2023	\$2,739.15	\$0.00	\$2,739.15
Jul 2024	\$2,739.15	\$0.00	\$2,739.15
<b>Total</b>	<b>\$5,478.30</b>	<b>\$0.00</b>	<b>\$5,478.30</b>

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$5,265.00

\$5,265.00

\$5,478.30

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
ProLicense	Pro License Bundle	5	27		\$39.00	\$40.58	\$5,478.30	\$0.00	\$5,478.30
Total							\$5,478.30	\$0.00	\$5,478.30

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	15	05/01/2023	07/31/2025
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	5	05/01/2023	07/31/2025

Payment Details

May 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	ProLicense	Pro License Bundle	5	\$2,739.15	\$0.00	\$2,739.15
Total				\$2,739.15	\$0.00	\$2,739.15

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	ProLicense	Pro License Bundle	5	\$2,739.15	\$0.00	\$2,739.15
Total				\$2,739.15	\$0.00	\$2,739.15

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

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://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. 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 includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

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](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

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]*

Signature

7-27-23

Date Signed

4/3/2023

