



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Menifee Police Department ("**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**"). The Parties therefore agree as follows:

1 **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

2 **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 Devices**" 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.

3 **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 **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping.** Axon may make partial shipments and ship 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.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

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



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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 Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original 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 Device for service, Agency must upload 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 Device sent to Axon for service.

- 7.3 Spare Devices.** Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) 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 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.**

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, 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



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Agreement by reference.

- 9 **Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon device warnings.
- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.
- 11 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 12 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 13 **IP Rights.** 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.
- 14 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such 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.
- 15 **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.
- 16 **Termination.**
- 16.1 **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.
- 16.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. Agency may also terminate this Agreement, in whole or in part, for any reason upon 30 days written notice to Axon.
- 16.3 **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



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purchases 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 Devices received and amounts paid towards those Devices. If terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

- 17 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. Unless 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. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 18 General.**
- 18.1 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2 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.
- 18.3 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4 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.
- 18.5 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6 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.
- 18.7 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8 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.
- 18.9 Survival.** The following sections will survive termination: Payment, Warranty, Device Warnings,



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Indemnification, IP Rights, and Agency Responsibilities.

**18.10 Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**18.11 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:

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

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email

**18.12 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 that the representative is authorized to execute this Agreement as of the date of signature.

### Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Menifee Police Department

Signature:  \_\_\_\_\_  
DocuSigned by: Armando G. Villa  
A00907ED91484C0

Name: Armando G. Villa

Title: City Manager

Date: 7/13/2020

Attest:

\_\_\_\_\_  
Sarah A. Manwaring, City Clerk

Approved as to Form:

 \_\_\_\_\_  
DocuSigned by: Jeffrey T. Melching, City Attorney  
B43E008118C4B8  
Jeffrey T. Melching, City Attorney



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### Indemnification, IP Rights, and Agency Responsibilities.

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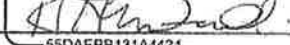
Axon: Axon Enterprise, Inc.  
Attn: Legal  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
legal@axon.com

Agency:  
Attn:  
Street Address  
City, State, Zip  
Email


**18.12 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 that the representative is authorized to execute this Agreement as of the date of signature.

#### Axon Enterprise, Inc.

Digitized by:  
Signature:   
55DAEBB131A4424  
Name: Robert Driscoll  
Title: VP, Assoc. General Counsel  
Date: 12/27/2019

#### Menifee Police Department

Signature:   
Name: Chief Pat Walsh  
Title: POLICE CHIEF  
Date: 12/27/19



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### 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.

2 **Subscription Term.** For Axon Evidence subscriptions, including Fleet 2 Unlimited, the subscription begins after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of phase one. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term ends upon completion of the Axon Evidence subscription stated in the Quote ("**Axon Evidence Subscription Term**").

3 **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.

4 **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 are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

5 **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.

6 **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



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

- 7** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

- 8** **Storage.** For Axon Evidence Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. For Axon Air Evidence subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from an Axon Air device. For Axon Interview Room Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Interview Room hardware. For Axon Fleet Unlimited, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Fleet hardware.

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.

- 9** **Location of Storage.** 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.

- 10** **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** **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption





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or errors before Agency uploads data to Axon Cloud Services.

- 12 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 12.2. 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;
  - 12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 12.6. 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
  - 12.7. 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.
- 13 **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.
- 14 **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.
- 15 **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.
- 16 **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.



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### Technology Assurance Plan Appendix

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

- 1 **Term.** TAP begins after shipment of Devices covered under TAP. If Axon ships Devices in the first half of the month, TAP starts the 1st of the following month. If Axon ships Devices in the second half of the month, TAP starts the 15th of the following month. ("**TAP Term**").
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Officer Safety Plan Standard.** The Officer Safety Plan Standard ("**OSP Standard**") includes Axon Evidence Unlimited, TAP for Axon body-worn camera ("**BWC**") and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years ("**OSP Term**"). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 4 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 ("**OSP 7**") and Officer Safety Plan 7 Plus ("**OSP 7 Plus**") include Axon Evidence Unlimited, TAP for Axon BWC and Axon Dock, TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both bundles are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of the TASER 7 CEW and accessories as soon as available from Axon. Some offerings in the OSP 7 bundles may not be generally available at the time of Agency's OSP 7 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 OSP 7 bundle.

Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During the Term, you will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

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 in the OSP 7 bundle. The Axon Records subscription will begin upon the start of the OSP 7 Term and end at the end of the OSP 7 Term, as defined below.

- 5 **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. For phased deployments, each phase has its own start and end date based on the phase's first shipment per the above. OSP 7 runs for 5 years from the OSP 7 start date ("**OSP 7 Term**").



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- 6 **TAP BWC Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as a standalone and makes all payments, Axon will provide Agency a new Axon BWC 3 years after TAP starts ("**BWC Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a BWC Upgrade 2.5 and 5 years after TAP starts. If Agency purchased TAP as a standalone, Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new BWC of Agency's choice.
- 7 **TAP Dock Upgrade.** If Agency purchased 3 years of Dock TAP and makes all payments, Axon will provide Agency a new Axon Dock 3 years after TAP starts ("**Dock Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or Dock TAP and makes all payments, Axon will provide Agency a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 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 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 Device, at Axon's option.
- 8 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the second BWC and Dock Upgrade 60 days before the end of the Term without prior confirmation from Agency.
- 9 **Upgrade Change.** If Agency wants to change 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.
- 10 **Return of Original Device.** If Axon provides a warranty replacement 6 months before the date of a BWC Upgrade or Dock Upgrade, the replacement is the upgrade. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 11 **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:
  - 11.1. TAP and OSP coverage terminates as of the date of termination and no refunds will be given.
  - 11.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 11.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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### TASER 7 Appendix

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

- 1 **Term.** If Agency purchases TASER 7 as part of OSP 7 or 7 Plus, TASER 7 starts on the OSP 7 start date. Otherwise, the start date is based on shipment of TASER 7 hardware. If Axon ships TASER 7 hardware in the first half of the month, TASER 7 starts the 1st of the following month. If Axon ships TASER 7 hardware in the second half of the month, TASER 7 starts the 15th of the following month ("**TASER 7 Start Date**"). TASER 7 will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). For phased deployments, each phase will have its own 60-month term, with start dates as described above.
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge 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.
- 3 **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 TASER 7 Start Date. 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 (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 4 **Extended Warranty.** If the Quote includes a TASER 7 plan (TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. The extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term.
- 5 **Trade-in.** If a trade-in discount is on the Quote, 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 discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

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

- 6 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 7 **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

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 8.0

Release Date: 11/8/2019



## Master Services and Purchasing Agreement

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during the TASER 7 Axon Evidence 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.

- 8 **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. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "**PII**"), to improve, analyze, support, and operate Axon's current and future devices and services.
- 9 **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:
- 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 9.2. 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.
  - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



## Master Services and Purchasing Agreement

### Axon Auto-Tagging Appendix

- 1 **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. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **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.
- 3 **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.
- 5 **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.



## Master Services and Purchasing Agreement

### Axon Aware Appendix

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus includes Axon Aware.

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

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

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

- 2 **Scope of Axon Aware.** The scope of Axon Aware 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 Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 **LTE Requirements.** Axon Aware 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 **Axon Aware 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.

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.

- 5 **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware or bundles that include Axon Aware, Axon will end LTE service.



## Master Services and Purchasing Agreement

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### Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Studio, and Axon Performance.

- 1** **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance as part of a bundled offering, the subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Studio, or Axon Performance to Agency.

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

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2** **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Evidence Terms of Use Appendix also apply to Portal Content.

- 3** **Performance Auto-Tagging Data.** In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.





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

**Q-240779-43827.098CW**

Issued: 12/28/2019

➔ **Quote Expiration: 12/31/2019**

Account Number: 508779

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Dave Guterrez  
Menifee Police Dept. - CA  
29844 Haun Rd.  
Menifee, CA 92586  
US

**BILL TO**

Menifee Police Dept. - CA  
29714 Haun Rd.  
Menifee, CA 92586  
US

**SALES REPRESENTATIVE**

Chris Arnold  
Phone:  
Email: cwhigham@axon.com  
Fax:

**PRIMARY CONTACT**

Dave Guterrez  
Phone: (916) 214-1481  
Email: dguterrez@menifeepolice.org

**Year 1 - Hardware**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	59	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	59	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	118	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	118	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	118	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	118	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	118	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	118	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	59	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	70	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	70	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	57	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT	59	0.00	0.00	0.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2	0.00	0.00	0.00

**Year 1 - Hardware (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
74210	AXON BODY 3 - 8 BAY DOCK	8	1,495.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	8	42.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	8	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	18	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	18	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	59	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	59	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	59	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	59	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	118	0.00	0.00	0.00
<b>Other</b>					
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20121	TASER 7 ONLINE TRAINING CONTENT YEAR 1 PAYMENT	59	5.00	0.00	0.00
20127	VR EMPATHY AUTISM SCHIZOPHRENIA CONTENT YEAR 1 PAYMENT	1	5.00	0.00	0.00
Subtotal					0.00
Estimated Shipping					0.00
Estimated Tax					4,684.49
Total					4,684.49

## Year 1 - Phase 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	59	0.00	0.00	0.00
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR	5	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	50	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	2,360	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	59	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	59	0.00	0.00	0.00
73655	AWARE PLUS A/V SERVICE LINE: 5 YEAR	59	0.00	0.00	0.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR	59	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	5	468.00	11,175.40	55,877.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
12332	AXON AIR, EVIDENCE.COM ADD-ON LICENSE: 5 YEAR	10	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	10	900.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
<b>Hardware</b>					
12305	AXON AIR, MAVIC 2 PART 11 CAR CHARGER	4	79.00	79.00	316.00
12312	AXON AIR, MAVIC 2 ENTERPRISE (IFB) BATTERY	4	189.00	189.00	756.00
<b>Other</b>					
73453	2019 - OFFICER SAFETY PLAN 7 PLUS	59	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	59	0.00	0.00	0.00
73465	Performance Service: 5 Year	59	0.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR	59	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00

**Year 1 - Phase 1 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>					
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	59	2,388.00	2,178.05	128,504.95
73490	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
73570	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5	1	0.00	0.00	0.00
12307	AXON AIR, MAVIC 2 ENTERPRISE	2	2,495.00	2,495.00	4,990.00
12316	AXON AIR, MAVIC 2 ENTERPRISE DUAL	2	3,350.00	3,350.00	6,700.00
12303	AXON AIR, MAVIC 2 PART 13 LOW-NOISE PROPELLER (PAIR)	4	15.00	15.00	60.00
12306	AXON AIR, MAVIC 2 PART 14 PROPELLER GUARD	4	33.00	33.00	132.00
<b>Services</b>					
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
				Subtotal	202,835.95
				Estimated Tax	12,618.29
				Total	215,454.24

**Spares**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	2	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	2	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	2	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	2	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 2 - Phase 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	10	0.00	0.00	0.00

**Year 2 - Phase 2 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	400	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	10	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	10	0.00	0.00	0.00
73655	AWARE PLUS A/V SERVICE LINE: 5 YEAR	10	0.00	0.00	0.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR	10	0.00	0.00	0.00
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	10	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	20	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	20	0.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	10	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	12	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	12	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	10	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT	10	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	1	1,495.00	1,495.00	1,495.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	42.00	42.00	42.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	2	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	2	0.00	0.00	0.00
73202	AXON BODY 3 - NA10	10	699.00	699.00	6,990.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	10	0.00	0.00	0.00

**Year 2 - Phase 2 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	10	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10	0.00	0.00	0.00
<b>Other</b>					
73453	2019 - OFFICER SAFETY PLAN 7 PLUS	10	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	10	0.00	0.00	0.00
73465	Performance Service: 5 Year	10	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR	10	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	10	2,388.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	10	2,388.00	2,388.00	23,880.00
73490	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
73570	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5	1	0.00	0.00	0.00
73635	2019 - OSP 7 PLUS TRUE UP	10	804.00	804.00	8,040.00
Subtotal					40,447.00
Estimated Tax					3,539.13
Total					43,986.13

**Year 2**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	10	900.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	118	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	118	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	118	0.00	0.00	0.00



**Year 2 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	118	0.00	0.00	0.00
<b>Other</b>					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	59	2,388.00	2,388.00	140,892.00
Subtotal					143,232.00
Estimated Tax					12,328.05
Total					155,560.05

**Year 3**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	10	900.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	118	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	118	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	118	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	118	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	8	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	20	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	20	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	1	0.00	0.00	0.00

**Year 3 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
75015	SIGNAL SIDEARM KIT	59	249.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	118	0.00	0.00	0.00
<b>Other</b>					
73309	AXON BODY CAMERA REFRESH ONE	59	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	59	2,388.00	2,388.00	140,892.00
73309	AXON BODY CAMERA REFRESH ONE	10	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	10	2,388.00	2,388.00	23,880.00
Subtotal					167,112.00
Estimated Tax					15,703.02
Total					182,815.02

**Year 4**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	10	900.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	118	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	118	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	118	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	118	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	20	0.00	0.00	0.00



**Year 4 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	20	0.00	0.00	0.00
<b>Other</b>					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	59	2,388.00	2,388.00	140,892.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	10	2,388.00	2,388.00	23,880.00
Subtotal					167,112.00
Estimated Tax					14,417.55
Total					181,529.55

**Year 5**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE	150	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT	10	900.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	118	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	118	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	118	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	118	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	8	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	20	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	20	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	20	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	20	0.00	0.00	0.00

**Year 5 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	1	0.00	0.00	0.00
<b>Other</b>					
73310	AXON BODY CAMERA REFRESH TWO	59	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	59	2,388.00	2,388.00	140,892.00
73310	AXON BODY CAMERA REFRESH TWO	10	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	10	2,388.00	2,388.00	23,880.00
Subtotal					167,112.00
Estimated Tax					14,417.55
Total					181,529.55
<b>Grand Total</b>					<b>965,559.03</b>



## Discounts (USD)

Quote Expiration: 12/31/2019

List Amount	984,109.00
<b>Discounts</b>	<b>96,258.05</b>
<b>Total</b>	<b>887,850.95</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - Hardware	4,684.49
Year 1 - Phase 1	215,454.24
Spares	0.00
Year 2 - Phase 2	43,986.13
Year 2	155,560.05
Year 3	182,815.02
Year 4	181,529.55
Year 5	181,529.55
<b>Grand Total</b>	<b>965,559.03</b>

### Notes

National Purchasing Partners (NPP) - Axon Contract No. VH11629 used for pricing and purchasing justification.

Axon will be splitting Hardware shipment and Invoicing date. Hardware will be shipping 5/1/2020-5/16/2020. Invoice will go out on contract start date of 7/1/2020.

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](https://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. 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 Chris Arnold at [cwhigham@axon.com](mailto:cwhigham@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](https://buy.axon.com)

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

#### \*\*\*Axon Internal Use Only\*\*\*

SFDC Contract #:

Order Type:

RMA #:

Address Used:

SO #:

Review 1

Review 2

Comments:

**Menifee Police Dept. - CA**

## 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?

DAVE GUTERREZ / (951) 723-3876

What are your receiving hours?  
(Monday-Friday)

MONDAY - FRIDAY

Is a dock available for this  
incoming shipment?

No

Are there any delivery  
restrictions? (no box trucks, etc.)

No



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

February 16, 2021

**VIA EMAIL ONLY**

Meniffee Police Department - CA  
Attn: Captain Dave Gutierrez

RE: Agency Phase Structure

Dear Captain Gutierrez:

Thank you for your partnership with Axon Enterprise, Inc. (Axon). This letter is regarding the Quote Q-240779, executed by Meniffee Police Department on June 15, 2020.

The Parties agree to move Phase 2 from The Agreement (Q-240779) forward from 7/1 to 3/1 start to accommodate an early deployment. All other billings and invoices will remain unchanged.

Accordingly, the scheduled Phase 2 and billing of the Agreement will be revised and invoiced as follows based on Existing Quotes.

- Year 2 – Phase 2 (3/1/2021-6/14/2021) - \$21,847.00
- Year 2 – (6/15/2021-6/14/2022)
- Year 3 – (6/15/2022-6/14/2023)
- Year 4 – (6/15/2023-6/14/2024)
- Year 5 – (6/15/2024-6/14/2025)

All billings and other terms and conditions of the Agreement shall remain unchanged and in full force and effect. Please sign below to indicate City's agreement. Thank you for your time and consideration in this matter. If you have any additional questions, please do not hesitate to contact us.

With warmest regards,

DocuSigned by:  
A handwritten signature in black ink, appearing to read 'R. Driscoll', enclosed within a rectangular box.  
55DAEBB131A4424...

Robert Driscoll  
VP, Associate General Counsel

Accepted and agreed to by City

By: \_\_\_\_\_



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

**Title:**

**Date**



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

**Q-287667-44244.590KP**

Issued: 02/17/2021

Quote Expiration: 02/15/2021

Account Number: 508779

Payment Terms: Net 30  
Delivery Method: Fedex - Ground

**SHIP TO**

Dave Gutierrez  
Menifee Police Dept. - CA  
29844 Haun Rd.  
Menifee, CA 92586  
US

**BILL TO**

Menifee Police Dept - CA  
29714 Haun Rd.  
Menifee, CA 92586  
US

**SALES REPRESENTATIVE**

Kyle Panasewicz  
Phone: (480) 905-2071  
Email: kylep@axon.com  
Fax: (480) 905-2071

**PRIMARY CONTACT**

Dave Gutierrez  
Phone: (951) 723-1520  
Email: dgutierrez@menifeepolice.org

**Year 1 - Phase 1 Access**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR		5	60.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		59	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		1	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR		59	0.00	0.00	0.00
73655	RESPOND DEVICE PLUS AV SERVICE LINE: 5 YEAR		59	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	52	59	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM		59	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT		50	0.00	0.00	0.00
12332	AXON AIR, EVIDENCE.COM ADD-ON LICENSE: 5 YEAR		10	0.00	0.00	0.00
<b>Other</b>						
73465	Performance Service: 5 Year		59	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		59	0.00	0.00	0.00
73570	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5		1	0.00	0.00	0.00
73490	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR		1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR		59	0.00	0.00	0.00

Q-287667-44244.590KP



### Year 1 - Phase 1 Access (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR		59	0.00	0.00	0.00
Subtotal						0.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						0.00

### Year 1 - Phase 2 Early Deployment (3/1/2021-6/14/2021)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
85114	EVIDENCE.COM INCLUDED STORAGE (GB)- 5 YEAR CONTRACT		400	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE		10	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR		10	0.00	0.00	0.00
73655	RESPOND DEVICE PLUS A/V SERVICE LINE: 5 YEAR		10	0.00	0.00	0.00
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM		10	0.00	0.00	0.00
<b>Hardware</b>						
73202	AXON BODY 3 - NA10		10	699.00	699.00	6,990.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		10	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		10	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		1	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		1	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		12	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4- YEAR		12	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		10	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		2	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		10	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		10	0.00	0.00	0.00

**Year 1 - Phase 2 Early Deployment (3/1/2021-6/14/2021) (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		10	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,495.00	1,495.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	42.00	42.00	42.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		20	0.00	0.00	0.00
<b>Other</b>						
73453	2019 - OFFICER SAFETY PLAN 7 PLUS		10	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR		10	0.00	0.00	0.00
73465	Performance Service: 5 Year		10	0.00	0.00	0.00
20147	VR EMPATHY DEVELOPMENT AUTISM SCHIZOPHRENIA ACCESS: 5 YEAR		1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS: 5 YEAR		10	0.00	0.00	0.00
73490	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR		1	0.00	0.00	0.00
73570	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5		1	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		10	796.00	796.00	7,960.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
73635	2019 - OSP 7 PLUS TRUE UP		10	536.00	536.00	5,360.00
Subtotal						21,847.00
Estimated Tax						1,911.63
Total						23,758.63

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		5	468.00	468.00	2,340.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		10	900.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		6	180.00	180.00	1,080.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		20	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		118	38.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		118	38.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		118	38.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		118	38.00	0.00	0.00
<b>Other</b>						
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		10	2,388.00	2,388.00	23,880.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	495.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	1,495.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		59	2,388.00	2,388.00	140,892.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	1,068.00	6,408.00

## Year 2 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73413	RESPOND DEVICE LICENSE PLUS ANNUAL PAYMENT		6	300.00	300.00	1,800.00
Subtotal						176,400.00
Estimated Tax						14,978.25
Total						191,378.25

## Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		5	468.00	468.00	2,340.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		10	900.00	0.00	0.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		6	180.00	180.00	1,080.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		20	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		118	38.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		118	38.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		118	38.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		118	38.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE		8	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		59	249.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		118	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE		1	0.00	0.00	0.00

### Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73309	AXON CAMERA REFRESH ONE		10	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		10	2,388.00	2,388.00	23,880.00
73309	AXON CAMERA REFRESH ONE		59	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	495.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	1,495.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		59	2,388.00	2,388.00	140,892.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	1,068.00	6,408.00
73413	RESPOND DEVICE LICENSE PLUS ANNUAL PAYMENT		6	300.00	300.00	1,800.00
73309	AXON CAMERA REFRESH ONE		6	0.00	0.00	0.00
Subtotal						176,400.00
Estimated Tax						14,978.25
Total						191,378.25

### Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		5	468.00	468.00	2,340.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		10	900.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		6	180.00	180.00	1,080.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		20	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00

### Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		118	38.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		118	38.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		118	38.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		118	38.00	0.00	0.00
<b>Other</b>						
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		10	2,388.00	2,388.00	23,880.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	495.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	1,495.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		59	2,388.00	2,388.00	140,892.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	1,068.00	6,408.00
73413	RESPOND DEVICE LICENSE PLUS ANNUAL PAYMENT		6	300.00	300.00	1,800.00
Subtotal						176,400.00
Estimated Tax						14,978.25
Total						191,378.25

### Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		5	468.00	468.00	2,340.00
12333	AXON AIR, EVIDENCE.COM ADD-ON ANNUAL PAYMENT		10	900.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		150	0.00	0.00	0.00
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		6	180.00	180.00	1,080.00
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		20	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		20	0.00	0.00	0.00

# Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		20	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		20	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5- DEGREE) NS		118	38.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		118	38.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		118	38.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		118	38.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO		8	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO		1	0.00	0.00	0.00
<b>Other</b>						
73310	AXON CAMERA REFRESH TWO		10	0.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		10	2,388.00	2,388.00	23,880.00
73310	AXON CAMERA REFRESH TWO		59	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	495.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	1,495.00	0.00	0.00
73455	2019 - OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT		59	2,388.00	2,388.00	140,892.00
73461	Evidence.com Unlimited Plus License Annual Payment		6	1,068.00	1,068.00	6,408.00
73413	RESPOND DEVICE LICENSE PLUS ANNUAL PAYMENT		6	300.00	300.00	1,800.00
73310	AXON CAMERA REFRESH TWO		6	0.00	0.00	0.00
					Subtotal	176,400.00
					Estimated Tax	14,978.25
					Total	191,378.25

Grand Total 789,271.63



## Discounts (USD)

Quote Expiration: 02/15/2021

List Amount	858,142.00
Discounts	130,695.00
<b>Total</b>	<b>727,447.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1 - Phase 1 Access	0.00
Year 1 - Phase 2 Early Deployment (3/1/2021-6/14/2021)	23,758.63
Year 2	191,378.25
Year 3	191,378.25
Year 4	191,378.25
Year 5	191,378.25
<b>Grand Total</b>	<b>789,271.63</b>



### Notes

Agency has existing contract #00025429 (originated via Q-240779) and is terminating that contract upon the new license start date (3/1/2021) of this quote

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](https://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. 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 Kyle Panasewicz at [kylep@axon.com](mailto:kylep@axon.com) or fax to (480) 905-2071

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](https://buy.axon.com)

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

#### \*\*\*Axon Internal Use Only\*\*\*

Richard  
DeLaRosa

Digitally signed by  
Richard DeLaRosa  
Date: 2021.02.23  
18:32:30 -07'00'

SFDC Contract #: E.COM 00038152

Order Type: NEW

RMA #:

Address Used:

SO #: SO210664964

Review 1

Review 2

Comments:

Q-287667-44244.590KP

10

Protect Life.



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

Q-241664-43854.664CW

Issued: 01/24/2020

Quote Expiration: 02/14/2020

Account Number: 508779

Payment Terms: Net 30  
Delivery Method: Fedex - Ground  
Contract Number: 00025429

**SHIP TO**

Dave Guterrez  
Menifee Police Dept. - CA  
29844 Haun Rd.  
Menifee, CA 92586  
US

**BILL TO**

Menifee Police Dept. - CA  
29714 Haun Rd.  
Menifee, CA 92586  
US

**SALES REPRESENTATIVE**

Chris Arnold  
Phone:  
Email: cwhigham@axon.com  
Fax:

**PRIMARY CONTACT**

Dave Guterrez  
Phone: (916) 214-1481  
Email: dguterrez@menifeepolice.org

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)		4	1,500.00	0.00	0.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT		8	1,188.00	0.00	0.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)		2	1,750.00	0.00	0.00
<b>Hardware</b>						
50218	AXIS F41 COVERT MAIN UNIT - NON SER		8	594.75	594.75	4,758.00
50118	LOUROE DV-ML MICROPHONE (POE)		8	196.50	0.00	0.00
50223	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD - NON SER		4	2,600.00	2,546.89	10,187.56
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY		4	1,240.99	0.00	0.00
50114	AXIS F1025 SENSOR UNIT		8	369.57	369.57	2,956.56
74059	MOTION SENSOR ENCLOSURE - COVERT CAMERA		4	135.00	135.00	540.00
74055	FIRE STROBE - RED		4	222.00	222.00	888.00
74056	TOUCH PANEL WALL MOUNT		4	64.00	0.00	0.00
50144	RECORDING SERVER - Windows 2012 R2 64 bit - 2U Xeon (4-core)		1	5,200.00	0.00	0.00

**Year 1 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>						
85170	INTERVIEW ROOM, INSTALL AND SETUP		4	2,500.00	0.00	0.00
					Subtotal	19,330.12
					Estimated Shipping	0.00
					Estimated Tax	1,691.40
					Total	21,021.52

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT		8	1,188.00	2,178.76	17,430.08
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.01	700.02
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		4	300.00	300.00	1,200.00
					Subtotal	19,330.10
					Estimated Tax	0.00
					Total	19,330.10

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT		8	1,188.00	2,178.76	17,430.08
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.01	700.02
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		4	300.00	300.00	1,200.00
					Subtotal	19,330.10
					Estimated Tax	0.00
					Total	19,330.10

**Year 4**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT		8	1,188.00	2,178.76	17,430.08
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.01	700.02
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		4	300.00	300.00	1,200.00
Subtotal						19,330.10
Estimated Tax						0.00
Total						19,330.10

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT		8	1,188.00	2,178.76	17,430.08
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT		2	350.00	350.01	700.02
50074	AXON CLIENT SOFTWARE MAINTENANCE ANNUAL PAYMENT		4	300.00	300.00	1,200.00
Subtotal						19,330.10
Estimated Tax						0.00
Total						19,330.10

<b>Grand Total</b>	<b>98,341.92</b>
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## Discounts (USD)

Quote Expiration: 02/14/2020

List Amount	106,154.52
Discounts	9,504.00
<b>Total</b>	<b>96,650.52</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	21,021.52
Year 2	19,330.10
Year 3	19,330.10
Year 4	19,330.10
Year 5	19,330.10
<b>Grand Total</b>	<b>98,341.92</b>

## STATEMENT OF WORK & CONFIGURATION DOCUMENT

### Axon Interview Recording Platform

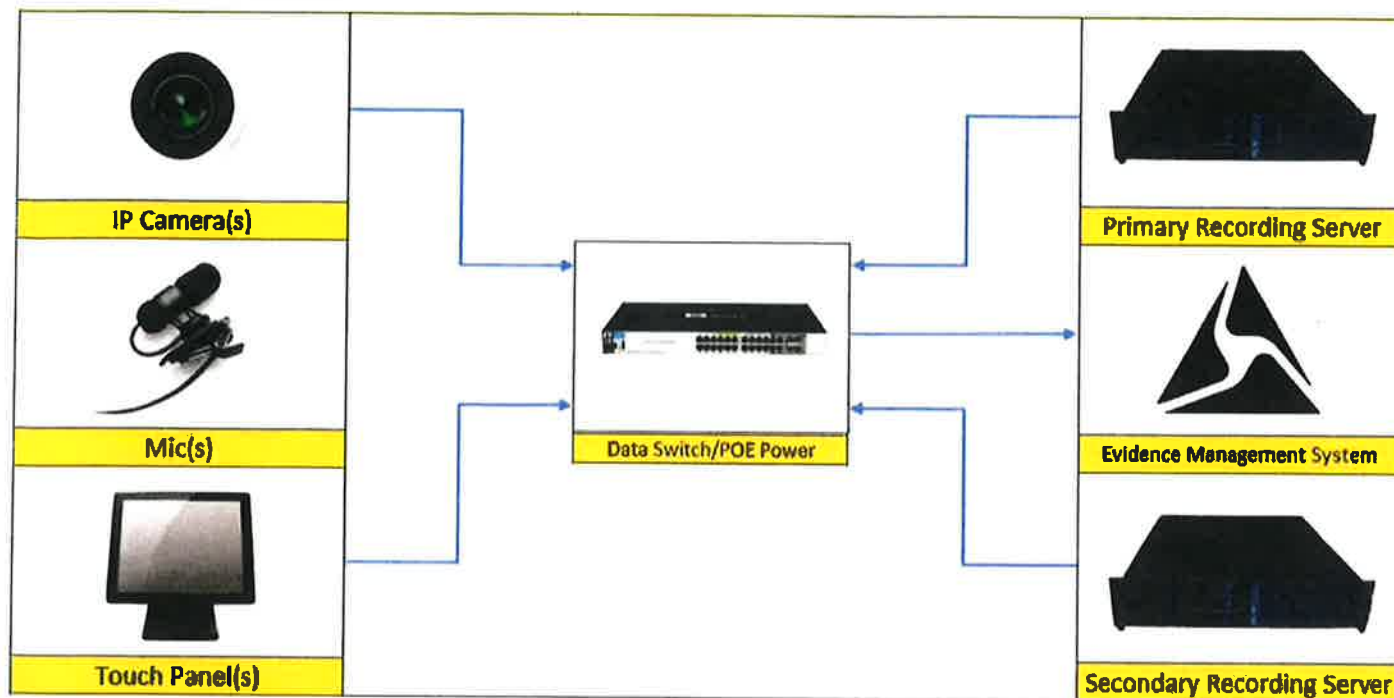
This document details a proposed system design

Agency Created For: Meniffee Police Dept. - CA

<b>Sold By:</b>	Chris Arnold
<b>Designed By:</b>	Jason South
<b>Installed By:</b>	Axon Professional Services
<b>Customer Contact:</b>	
<b>Target Install Date:</b>	04/06/2020

## AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



## AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

### Total Camera Configurations

	<u>Locations</u>	<u># Rooms</u>
8 Camera(s)	Building A	1
8 Covert Enclosure(s)	Building B	2
8 Microphone(s)	Detective Bureau	1
Injector(s)		

### Total Switches

0 POE Switch(es)

### Total Servers

2 Server(s) (customer-provided included)

### Total Touch Panels

4 Touch Panel(s) (virtual not included)

4 Wall Mount(s)

### Total Camera Configurations

0 I/O Box(es)

## INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

### Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	8	14
	Qty of Touch Panels	4	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	0 workstations will require virtual kiosk software to be installed.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none"><li>• Subnet Mask</li><li>• Gateway IP</li><li>• DNS/WINS IP</li><li>• Time Server IP</li></ul>		
	Customer IT staff will configure all switches with proper network configuration.		

### Metadata Tags

<b>Metadata Tagging</b>	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
<b>Metadata Tags</b>	Information collected prior to recording: <ul style="list-style-type: none"> <li>• Interviewee first and last name</li> <li>• Case number</li> <li>• Case type</li> <li>• Interviewee type</li> </ul> Information collected post recording: <ul style="list-style-type: none"> <li>• Interviewer name(s)</li> </ul>
<b>Customer Provided Items</b>	Customer to provide preferred metadata fields.
<b>Axon Provided Items</b>	Axon to facilitate the creation of metadata fields.



## NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

### Network Configuration Details

<b>Evidence Management System</b>	Evidence.com
<b>Application Features</b>	<p>Network Applications:</p> <ul style="list-style-type: none"> <li>• Remote monitoring application</li> </ul> <p>Evidence.com Application Features:</p> <ul style="list-style-type: none"> <li>• Secure Cloud Storage</li> <li>• Redaction</li> <li>• Download/Sharing</li> <li>• Audit Trail</li> <li>• Reporting</li> </ul>

### Training

<b>Application Package</b>	<p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none"> <li>• Touch panel overview</li> <li>• Initiating interview wizard</li> <li>• Entering metadata</li> <li>• Controlling the interview process</li> <li>• Closing an interview</li> <li>• Evidence.com functionality</li> </ul>
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### Additional General Deal Notes

<b>Notes</b>	<p>The three buildings are at the same address and are all connected by fiber. Servers should (likely) be split with 1 at Building A and 1 at Building B.</p>
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**LOCATION DETAILS: Building A**

The following sections detail the configuration of the Axon Interview recording system at BUILDING A

<b>Location Name</b>	Building A
----------------------	------------

**Cable Considerations**

<b>Cabling Runs</b>	Customer will install the networking cables using a Cat6e Cable.	
	4	cable runs are required for this installation.
	3	110v power outlets are required for this installation (Customer Responsibility).
<b>Cabling Requirements</b>	All Devices: Network cabling must be provided for the following devices: <ul style="list-style-type: none"> <li>• Axis IP Camera</li> <li>• Server</li> <li>• Touch Panel or PC running a virtual Touch Panel</li> <li>• POE Switch</li> </ul>	

**Servers, Switches, Touch Panels**

Servers	Axon Interview Standard Server	Quantity:	1
	N/A		0
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	Customer will provide data switch	Quantity:	0
	N/A		
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	0		

**Additional Location Notes**

<b>Notes</b>	
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**ROOM DETAILS: Interview Room 1**

The following sections detail the configurations specific to INTERVIEW ROOM 1

<b>Location Name</b>	Building A
<b>Room Name</b>	Interview Room 1

**Camera Configuration**

<b>Camera 1</b>	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Fire Strobe Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via IR Client
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Drywall
<b>Celling Configuration</b>	Standard Tile

**Additional Location Notes**

<b>Notes</b>	
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**LOCATION DETAILS: Building B**

The following sections detail the configuration of the Axon Interview recording system at BUILDING B

<b>Location Name</b>	Building B
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**Cable Considerations**

<b>Cabling Runs</b>	Customer will install the networking cables using a Cat6e Cable.	
	7	cable runs are required for this installation.
	4	110v power outlets are required for this installation (Customer Responsibility).
<b>Cabling Requirements</b>	<p>All Devices:            Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> <li>• Axis IP Camera</li> <li>• Server</li> <li>• Touch Panel or PC running a virtual Touch Panel</li> <li>• POE Switch</li> </ul>	

**Servers, Switches, Touch Panels**

Servers	Customer-Provided Virtual (VM) Server (with USB port)	Quantity:	1
	N/A		0
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	Customer will provide data switch	Quantity:	0
	N/A		
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	0		

**Additional Location Notes**

<b>Notes</b>	
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**ROOM DETAILS: Holding 1**

The following sections detail the configurations specific to HOLDING 1

<b>Location Name</b>	Building B
<b>Room Name</b>	Holding 1

**Camera Configuration**

<b>Camera 1</b>	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Fire Strobe Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via IR Client
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

**Additional Location Notes**

<b>Notes</b>	
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**ROOM DETAILS: Interview Room 1**

The following sections detail the configurations specific to INTERVIEW ROOM 1

<b>Location Name</b>	Building B
<b>Room Name</b>	Interview Room 1

**Camera Configuration**

<b>Camera 1</b>	<p>Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera</p> <p>Covert Enclosure : Motion Sensor Enclosure</p> <p>Mic: Louroe Tamper Proof Mic</p>
<b>Camera 2</b>	<p>Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera</p> <p>Covert Enclosure : Fire Strobe Enclosure</p> <p>Mic: Louroe Tamper Proof Mic</p>
<b>Recording Activation</b>	Recording will be triggered via IR Client
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

**Additional Location Notes**

<b>Notes</b>	
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**LOCATION DETAILS: Detective Bureau**

The following sections detail the configuration of the Axon Interview recording system at DETECTIVE BUREAU

<b>Location Name</b>	Detective Bureau
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**Cable Considerations**

<b>Cabling Runs</b>	Customer will install the networking cables using a Cat6e Cable.	
	3	cable runs are required for this installation.
	1	110v power outlets are required for this installation (Customer Responsibility).
<b>Cabling Requirements</b>	<p>All Devices:</p> <p>Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> <li>• Axis IP Camera</li> <li>• Server</li> <li>• Touch Panel or PC running a virtual Touch Panel</li> <li>• POE Switch</li> </ul>	

**Servers, Switches, Touch Panels**

Servers	N/A	Quantity:	0
	N/A		0
Redundancy	This system includes recording redundancy		
Data Switch/POE Power	N/A	Quantity:	0
	N/A		
Touch Panels	POS-X Touch Panel		
Touch Panel Location	Wall mounted outside each room		
Number of I/O Boxes Required	0		

**Additional Location Notes**

<b>Notes</b>	
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**ROOM DETAILS: Interview Room 1**

The following sections detail the configurations specific to INTERVIEW ROOM 1

<b>Location Name</b>	Detective Bureau
<b>Room Name</b>	Interview Room 1

**Camera Configuration**

<b>Camera 1</b>	Camera 1 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Motion Sensor Enclosure Mic: Louroe Tamper Proof Mic
<b>Camera 2</b>	Camera 2 will be a(n) : AXIS F41/F1025 Covert IP Camera Covert Enclosure : Fire Strobe Enclosure Mic: Louroe Tamper Proof Mic
<b>Recording Activation</b>	Recording will be triggered via IR Client
<b>External Recording-In-Progress Visual</b>	N/A
<b>Wall Configuration</b>	Drywall
<b>Ceiling Configuration</b>	Standard Tile

**Additional Location Notes**

<b>Notes</b>	
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## **Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers**

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

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](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. 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:

2/10/20

Name (Print):

DAVE GUTIERREZ

Title:

CAPTAIN

PO# (Or write  
N/A):

Please sign and email to Chris Arnold at [cwhigham@axon.com](mailto:cwhigham@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](http://buy.axon.com)

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#### \*\*\*Axon Internal Use Only\*\*\*

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Comments:		



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## AXON – Law Enforcement Equipment



Publicly Solicited Contract

**START DATE:**

October 28, 2015

**POTENTIAL END DATE:**

October 28, 2021

**CONTRACT NUMBER:**

VH11630

**LEAD AGENCY:**

Public Procurement Authority

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

### Products on Contract


- Conducted Electrical Weapons (CEW)
- Accessories

### Instructions to Access This Contract

Please contact your local AXON representative or dealer to purchase from this contract. If you don't have a representative, you can contact AXON Customer Service. Provide your NPPGov member ID and include it on your purchase order. If you have any questions, please contact NPPGov. (<https://nppgov.com/contact-us>)

## Contract Documents

### Synopsis


 Law Enforcement Equipment Synopsis (<https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23161227/Synopsis-Law-Enforcement-Equipment-1510.pdf>)

### RFP

 Law Enforcement Equipment RFP (<https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23161317/RFP-Law-Enforcement-Equipment-1510.pdf>)

### IGA | MPA

 Intergovernmental Agreement ([https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/09143001/IGA\\_PPA.pdf](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/09143001/IGA_PPA.pdf))

 AXON Law Enforcement Master Price Agreement (<https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/19193503/MPA-Law-Enforcement-Equipment-1510.pdf>)

### Additional Resources

 AXON Contract Overview ([https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/29190724/AXON\\_NPPGov\\_ContractOverview\\_V2.pdf](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/29190724/AXON_NPPGov_ContractOverview_V2.pdf))

### Contact NPPGov



#### Customer Service

[customerservice@nppgov.com](mailto:customerservice@nppgov.com) (<mailto:customerservice@nppgov.com>)

Phone: 877.329.8847

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## Testimonial

 *The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases.* 

Jeffrey Peebles  
Lyon County Sheriff's Office



## TASER Overview

AXON provides CEWs to Law Enforcement, and has been providing these services for 22 years. AXON uses customer input to continuously improve products. AXON's mission to protect life endures, but they are going about it in new ways—with Smart Weapons that protect life in the moment of conflict, cameras that depict the truth and help prevent civil unrest, and automated reporting and evidence management that will triple the amount of time officers can spend serving their communities.

## Additional Company Information

 AXON Website (<https://www.taser.com/>)

## Contact Info

### Customer Service Contact

[cs@taser.com](mailto:cs@taser.com) (<mailto:cs@taser.com>)

### Sales Contact

[sales@taser.com](mailto:sales@taser.com) (<mailto:sales@taser.com>)

### Mailing Address

17800 N 85<sup>th</sup> Street  
Scottsdale, AZ 85255-9603

## OTHER CONTRACTS FROM THIS VENDOR

Publicly Solicited



Contract #: VH11629

**AXON – Public Safety Cameras** (<https://nppgov.com/contract/taser-public-safety-cameras>)

- Body Worn Cameras
- Accessories

**START DATE:**  
October 28, 2015**POTENTIAL END DATE:**  
October 28, 2021**ADDRESS**

1100 Olive Way  
Suite 1020  
Seattle, WA 98101

**CONTACT**

Phone: 877.329.8847  
Fax: 206.515.5445  
[customerservice@nppgov.com](mailto:customerservice@nppgov.com) (<mailto:customerservice@nppgov.com>)

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**Member ID: M-5744794**

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## AXON – Public Safety Cameras



Publicly Solicited Contract

**START DATE:**

October 28, 2015

**POTENTIAL END DATE:**

October 28, 2021

**CONTRACT NUMBER:**

VH11629

**LEAD AGENCY:**

Public Procurement Authority

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

### Products on Contract

- Body Worn Cameras
- Accessories

### Instructions to Access This Contract


Please contact your local AXON representative or dealer to purchase from this contract. If you don't have a representative, you can contact AXON Customer Service. Provide your NPPGov member ID and include it on your purchase order. If you have any questions, please contact NPPGov. (<https://nppgov.com/contact-us>)

## Contract Documents

### Synopsis


 Public Safety Cameras Synopsis (<https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/09211804/Synopsis-Public-Safety-Cameras-1505.pdf>)

### RFP


 Public Safety Cameras and Related Equipment RFP (<https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/09211824/RFP-Public-Safety-Cameras-and-Related-Equipment-1505.pdf>)

### IGA | MPA

 Intergovernmental Agreement ([https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/09143001/IGA\\_PPA.pdf](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/09143001/IGA_PPA.pdf))

 AXON Cameras Master Price Agreement (<https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/19193512/MPA-TASER-Public-Safety-Cameras-and-Related-Equipment-1505.pdf>)

### Additional Resources



 Axon Resources (<https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/15145726/TASER-Camera-Axon-Resources.pdf>)

 AXON Contract Overview ([https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/29190724/AXON\\_NPPGov\\_ContractOverview\\_V2.pdf](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/06/29190724/AXON_NPPGov_ContractOverview_V2.pdf))

Contact NPPGov

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Lyon County Sheriff's Office



## AXON Overview

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[sales@taser.com](mailto:sales@taser.com) (<mailto:sales@taser.com>)

### Mailing Address

17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255-9603

## OTHER CONTRACTS FROM THIS VENDOR

Publicly Solicited



Contract #: VH11630

**AXON – Law Enforcement Equipment** (<https://nppgov.com/contract/taser-law-enforcement-equipment>)

- Conducted Electrical Weapons (CEW)
- Accessories

**START DATE:**  
October 28, 2015**POTENTIAL END DATE:**  
October 28, 2021**ADDRESS**

1100 Olive Way  
Suite 1020  
Seattle, WA 98101

**CONTACT**

Phone: 877.329.8847  
Fax: 206.515.5445  
[customerservice@nppgov.com](mailto:customerservice@nppgov.com) (<mailto:customerservice@nppgov.com>)

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## **Third Amendment to Law Enforcement Equipment Master Price Agreement**

### **Price List & Product Adjustment**

This Amendment to the Master Price Agreement is effective this 14th day of March, 2019 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Axon Enterprise, Inc. ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

### **RECITALS**

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about October 28, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into an Amendment to the Master Price Agreement on or about September 7, 2017; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about June 11, 2018; and

WHEREAS, Article 4.1 of the Master Price Agreement provides for price adjustments based on manufacturer cost increases; and

WHEREAS, Vendor has provided notice of pricing adjustment due to manufacturer cost increases on or about March 8, 2019; and

WHEREAS, Professional Services, Conducted Electrical Weapons, Holsters and other related accessories and services are available through the Master Price Agreement; and

WHEREAS, new Professional Services, Conducted Electrical Weapons, Holsters and other related accessories and services have become available; and

WHEREAS, select products and services on the Master Price Agreement have become obsolete; and

WHEREAS, Vendor has provided notice on or about March 30, 2018 to include the new products and services at comparable pricing to the products and services already included in the Master Price Agreement and to remove obsolete products and services; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the pricing and product adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following: