



First Amendment to Master Services and Purchasing Agreement

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

Axon and Agency are parties to a Master Services and Purchasing Agreement with an effective date of December 27, 2020 ("**Agreement**").

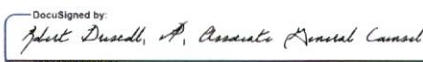
The Parties wish to incorporate further changes into the Agreement and to the Quote, as defined in the Agreement.

The Parties therefore agree as follows:

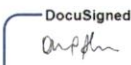
1. All references in the Agreement to the Menifee Police Department are hereby replaced with the City of Menifee.
2. Section 1 of the Agreement is hereby deleted in its entirety and replaced with the following:
This Agreement begins on the Effective Date and continues for 5 years ("**Term**"). Agency 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.
3. Section 7.4.2 of the Agreement is hereby deleted in its entirety and replaced with the following:
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 \$1,000,000. 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
4. Quote is hereby redefined to include Quotes #Q-240779 and #Q-241664 (the "**Original Quotes**"), and Quote #Q-256296 (the "**New Quote**").
5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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

Axon Enterprise, Inc.

Signature: 
DocuSigned by: Robert Driscoll, VP, Associate General Counsel
95E0629EB297431
 Name: Robert Driscoll, VP, Associate General Counsel
 Title: VP, Associate General Counsel
 Date: 7/22/2020


Agency

Signature: 
DocuSigned by: Armando G. Villa
A96907ED91464C0...
 Name: Armando G. Villa
 Title: City Manager
 Date: 8/6/2020

Approved As to Form:

Page 1 of 1

Attest:


DocuSigned by: Jeffrey T. Melching
 Jeffrey T. Melching, City Attorney


DocuSigned by: Sarah A. Manwaring
 Sarah A. Manwaring, City Clerk



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

Q-256296-43983.808KP

Issued: 06/01/2020



Quote Expiration: 07/01/2020

Account Number: 508779

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

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) 658-0673

PRIMARY CONTACT

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

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	59	6	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	59	6	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	59	24	0.00	0.00	0.00
73680	AWARE PLUS LICENSE	11	6	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	11	6	0.00	0.00	0.00
Hardware						
73202	AXON BODY 3 - NA10		6	699.00	524.25	3,145.50
74210	AXON BODY 3 - 8 BAY DOCK		1	1,495.00	1,121.25	1,121.25
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90
74028	WING CLIP MOUNT, AXON RAPIDLOCK		11	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		6	0.00	0.00	0.00
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	11	6	979.00	979.00	5,874.00
73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	2	6	71.70	71.70	430.20
73827	AB3 CAMERA TAP WARRANTY	59	6	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	59	1	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		1	0.00	0.00	0.00
73666	AWARE PLUS PAYMENT	11	6	275.00	275.00	1,650.00
73835	AUTO TAGGING LICENSE PAYMENT	11	6	165.00	165.00	990.00
					Subtotal	13,254.85
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	13,254.85

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	6	1,068.00	1,068.00	6,408.00
73835	AUTO TAGGING LICENSE PAYMENT	12	6	180.00	180.00	1,080.00
73666	AWARE PLUS PAYMENT	12	6	300.00	300.00	1,800.00
					Subtotal	9,288.00
					Estimated Tax	0.00
					Total	9,288.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73309	AXON BODY CAMERA REFRESH ONE		6	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	6	1,068.00	1,068.00	6,408.00
73689	MULTI-BAY BWC DOCK MID REFRESH		1	0.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	6	180.00	180.00	1,080.00
73666	AWARE PLUS PAYMENT	12	6	300.00	300.00	1,800.00
					Subtotal	9,288.00
					Estimated Tax	0.00
					Total	9,288.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	6	1,068.00	1,068.00	6,408.00
73835	AUTO TAGGING LICENSE PAYMENT	12	6	180.00	180.00	1,080.00
73666	AWARE PLUS PAYMENT	12	6	300.00	300.00	1,800.00
					Subtotal	9,288.00
					Estimated Tax	0.00
					Total	9,288.00

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73310	AXON BODY CAMERA REFRESH TWO		6	0.00	0.00	0.00
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	6	1,068.00	1,068.00	6,408.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		1	0.00	0.00	0.00
73835	AUTO TAGGING LICENSE PAYMENT	12	6	180.00	180.00	1,080.00
73666	AWARE PLUS PAYMENT	12	6	300.00	300.00	1,800.00
					Subtotal	9,288.00
					Estimated Tax	0.00
					Total	9,288.00

Grand Total	50,406.85
--------------------	------------------



Discounts (USD)

Quote Expiration: 07/01/2020

List Amount	51,829.10
Discounts	1,422.25
Total	50,406.85

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	13,254.85
Year 2	9,288.00
Year 3	9,288.00
Year 4	9,288.00
Year 5	9,288.00
Grand Total	50,406.85

Notes

This quote is co-termed with quote Q-240779 (executed contract #00025429). Year one has been pro-rated to 10.5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 7/1/2020-7/15/2020. The end date of these subscriptions is subject to change if the ship/start date changes.


Axon Body 3 and 8 Bay dock contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements according the contract refresh dates.

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), 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:

DocuSigned by:

 A98907ED91464C0

Date: 8/6/2020

Name (Print): Armando G. Villa

Title: City Manager

PO# (Or write N/A):

Please sign and email to Kyle Panasewicz at kylep@axon.com or fax to (480) 658-0673

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

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

Axon Internal Use Only

SFDC Contract#:

Order Type:

RMA#:

Address Used:

SO#:

Review 1

Review 2

Comments: