



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the City of North Port, Florida, for use by the North Port 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 the "**Parties**."

This Agreement governs Agency's purchase and use of the Axon products 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 products 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 Evidence**" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

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

"**Quote**" means an offer to sell and is only valid for products 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 pursuant to this Agreement.
- 3 **Payment.** Axon invoices upon shipment. In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, et seq., Agency's payments shall be due forty-five (45) days after receipt of invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Overdue amounts shall bear interest from thirty (30) days after the due date at the rate of one percent (1.0%) per month on the unpaid balance. Axon must invoice Agency for any interest accrued in order to receive the interest payment.
- 4 **Taxes.** Provided Axon has the Agency's current tax exemption certificate on file, the Agency is tax exempt.
- 5 **Shipping.** Axon may make partial shipments and ship Products 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 on 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 its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Extended conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service visit [www.axon.com/support](http://www.axon.com/support). Before delivering a product for service, Agency must upload product 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 on the storage media or any part of the product.
- 7.3 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon's written permission; or (f) Products with a defaced or removed serial number.
- 7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**
- 7.3.2 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 Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.**
- 8 Product Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon product warnings.
- 9 Design Changes.** Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.
- 10 Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 11 Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") from and against all claims, demands, losses, liabilities, reasonable costs and 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 negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.
- 12 IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.
- 13 IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

**14 Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

**15 Termination.**

**15.1 For Breach.** Either 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 material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

**15.2 By Agency.** Agency is obligated to pay the fees under this Agreement. 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. The date of such termination will be the date Axon receives notice from Agency.

**15.3 Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products 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 Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

**16 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.

**17 General.**

**17.1 Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.

**17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.

**17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

- 17.4 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 **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.
- 17.6 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 17.7 **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.
- 17.8 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 **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.
- 17.10 **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.
- 17.11 **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: Contracts  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
contracts@axon.com

Agency: City of North Port, Florida  
Attn: Christopher Morales, Deputy Chief of Police  
4980 City Hall Boulevard  
North Port, Florida 34286  
cmorales@cityofnorthportpd.com

With Copies of Notices to:  
City of North Port, Florida  
City Attorney's Office  
4970 City Hall Boulevard  
North Port, Florida 34286  
northportcityattorney@cityofnorthport.com

- 17.12 **Entire Agreement.** This Agreement, including the Appendices, represent 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. The City Manager or designee may agree to amendments that do not increase compensation to Axon. Only the City Commission may approve increases in compensation to Axon under this Agreement.

**18 Scrutinized Companies.**

- 18.1 As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, when submitting



a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes, Section 215.4725, and that it is not engaged in a boycott of Israel.

18.2 As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

18.2.1 It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and that it is not engaged in a boycott of Israel; and

18.2.2 It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to section 215.473, Florida Statutes; and

18.2.3 It is not engaged in business operations in Cuba or Syria.

18.3 Penalty.

18.3.1 If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.

18.3.2 A person or entity that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and

18.3.3 A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

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

Axon Enterprise, Inc.

Signature: [Handwritten Signature]

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 2/15/19

City of North Port, Florida

Signature: [Handwritten Signature]  
Peter D. Lear, CPA, CGMA, City Manager

Date: 3-21-19

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ATTEST:

Signature:   
Kathryn Peto, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Signature:   
Amber L. Slayton, City Attorney



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**Axon Evidence Terms of Use Appendix**

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras 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 the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote (“Axon Evidence Subscription Term”).
- 2 **Agency Content.** “Agency Content” means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“TASER Data”) during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 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 Evidence 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 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 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. 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 Evidence.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an



## Master Services and Purchasing Agreement

unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 8 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or as required by law or regulation, including Florida's Public Records Law. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice of such request as soon as practicable and prior to the release of any Agency Content. 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.
- 9 **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge 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.
- 10 **Location of Data 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 Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11 **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1. The Termination provisions of this Agreement apply; or
  - 11.2. Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, 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 and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
- 12 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.
- 13 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
  - 13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
  - 13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
  - 13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
  - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
  - 13.7. use Axon Evidence 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.

- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence 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 Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence 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 Evidence 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 Evidence.
- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency’s deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Setup Axon View on smart phones (if applicable)</li> <li>• Configure categories and custom roles based on Agency need</li> <li>• Register cameras to Agency domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access</li> <li>• One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Agency</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for establishment of video policy and system operations best practices based on Axon’s observations with other agencies</li> <li>• Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management</li> <li>• Provide referrals of other agencies using the Axon camera products and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b>  Step-by-step explanation and assistance for Agency’s configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon instructor training (Train the Trainer)</b>  Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon has fulfilled its contracted on-site obligations</p>
<p><b>Evidence sharing training</b>  Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p><b>End user go live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence and Evidence Sync</li> </ul>
<p><b>Implementation document packet</b>  Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go live review</b></p>

- 3 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency’s deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:



## Master Services and Purchasing Agreement

<b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"><li>• Setup Axon Mobile on smart phones (if applicable)</li><li>• Configure categories &amp; custom roles based on Agency need</li><li>• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access</li></ul>
<b>Dock configuration</b> <ul style="list-style-type: none"><li>• Work with Agency to decide ideal location of Dock setup and set configurations on Dock</li><li>• Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency</li><li>• Does not include physical mounting of docks</li></ul>
<b>Axon instructor training (Train the Trainer)</b> <p>Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
<b>End user go live training and support sessions</b> <ul style="list-style-type: none"><li>• Assistance with device set up and configuration</li><li>• Training on device use, Axon Evidence and Evidence Sync</li></ul>
<b>Implementation document packet</b> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Package are detailed below:

<b>System set up and configuration</b> <ul style="list-style-type: none"><li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li><li>• Troubleshoot IT issues with Axon Evidence.</li><li>• Register users and assign roles in Axon Evidence.</li><li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li><li>• <b>For the CEW 1-Day Service Package:</b> Virtual assistance included</li></ul>
<b>Dedicated Project Manager</b> <p>Assignment of specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks prior to rollout</p>
<b>Best practice implementation planning session to:</b> <ul style="list-style-type: none"><li>• Provide considerations for establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies</li><li>• Discuss importance of entering metadata and best practices for digital data management</li><li>• Provide referrals to other agencies using TASER CEW Products and Axon Evidence</li><li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li><li>• <b>For the CEW 1-Day Service Package:</b> Virtual assistance included</li></ul>
<b>System Admin and troubleshooting training sessions</b> <p>On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<b>Axon Evidence Instructor training</b> <ul style="list-style-type: none"><li>• Provide training on the Axon Evidence with the goal of educating instructors who can support Agency’s subsequent Axon Evidence training needs.</li><li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li><li>• <b>For the CEW 1-Day Service Package:</b> Training for up to 1 individual at Agency</li></ul>



<p><b>TASER CEW inspection and device assignment</b>  Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go live review</b>  <b>For the CEW Full Service Package:</b> On-site assistance included.  <b>For the CEW 1-Day Service Package:</b> Virtual assistance included.</p>

6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p><b>Archival of CEW Firing Logs</b>  Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
<p><b>Return of Old Weapons</b>  Axon’s on-site professional service team will ship all old weapons back to Axon’s headquarters.  Axon will provide Agency with a Certificate of Destruction</p>

7 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed upon installation date(s).

8 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

9 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

10 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial itemized 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.

11 **Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form (“**Product User Documentation**”). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed (“**Installation Site**”) in accordance with the environmental specifications in Product User Documentation. Following



## Master Services and Purchasing Agreement

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install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

- 12 **Acceptance.** When Axon completes the professional services, Axon will present an acceptance form (“Acceptance Form”) to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.
- 13 **Agency Network.** For work performed by Axon transiting or making use of Agency’s network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency’s network from any cause.



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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 the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware 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 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote (“Spare Products”). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon’s warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera 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.
- 5 **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 body-worn camera and Axon Dock, one 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 OSP 7 offerings 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 TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges 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.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date (“OSP 7 Term”).
- 7 **TAP Body-Worn 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 body-worn camera 3 years after TAP starts (“Body-Worn 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 Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.
  - 7.1 **TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn



## Master Services and Purchasing Agreement

Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.

**7.2. OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.

**8. TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide 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 body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. 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 product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

**9. Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon will deactivate the serial numbers for the Products received by Agency.

**10. Termination.** If Agency's payment for TAP or OSP or Axon Evidence, is more than 45 days past due, and where it does not violate the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

**10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.

**10.2.** Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

**10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



TASER 7 Appendix

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

- Term.** If Agency purchases TASER 7 as part of OSP 7 or OSP 7 Plus, the start date for TASER 7 is the OSP 7 Term start date. Otherwise, the start date is based on initial shipment of TASER 7 hardware (“**TASER 7 Start Date**”). If Axon ships TASER 7 hardware in the first half of the month, the TASER 7 Start Date is the 1st of the following month. If Axon ships TASER 7 hardware in the last half of the month, the TASER 7 Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote (“**TASER 7 Term**”). If the Quote has multiple TASER 7 ship dates, each shipment will have its own 60-month term, starting on the shipment of TASER 7 as described above.
- Unlimited Duty Cartridge Plan.** If the Quote includes “**Unlimited Duty Cartridge Plan**”, Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty, and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the TASER 7 Term, 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 product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, “**Training Content**”), Agency may access Training Content during the TASER 7 Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility.
- 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. TASER 7 plans extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term. If the Quote does not include a TASER 7 plan, Agency may purchase extended warranties to provide coverage.
- Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote (“**Spare Products**”). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.
- 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

- Termination.** If payment for TASER 7 is more than 45 days past due, and where it does not violate the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, *et seq.*, Axon may terminate Agency’s TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:





## Master Services and Purchasing Agreement

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- 7.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 7.2. 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.
- 7.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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**TASER 7 Axon Evidence Terms of Use Appendix**

- 1 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 2 **TASER 7 Agency Content.** "TASER 7 Agency Content" means software, data, text, audio, video, images or other content any of Agency's end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 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.
- 4 **Agency Owns TASER 7 Agency Content.** Agency controls and owns all right, title, and interest in and to TASER 7 Agency Content and except as otherwise outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of TASER 7 Agency Content. Axon will have limited access to TASER 7 Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **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, including Florida's Public Records Law. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice of such request as soon as practicable and prior to the release of any Agency Content. Agency acknowledges and agrees that Axon may access Agency Content in order 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 Services; (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 products and services.
- 6 **Axon Evidence Terms of Use Appendix.** To the extent not in conflict with the terms in this Appendix, all terms in the Axon Evidence Terms of Use Appendix also apply to use of TASER 7 with Axon Evidence.



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**Axon Auto-Tagging Appendix**

- 1 **Scope.** Axon Auto-Tagging consists of development of an integration 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.** 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 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 to Services.** 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:
  - 4.1. Making available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Making required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Providing access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allowing Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Providing all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly installing and implementing any and all software updates provided by Axon;
  - 4.6. Ensuring that all appropriate data backups are performed;
  - 4.7. Providing assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Providing Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at Agency; and
  - 4.10. Ensuring 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.



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**Axon Aware Appendix**

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus also 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: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of: (1) the date Axon provisions Axon Aware to Agency, or (2) the 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** **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' consent.

- 3** **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware, or for bundles that include Axon Aware, and where it does not violate the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, et seq., Axon will end LTE service.

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**Axon Records Appendix**

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

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

The Axon Records subscription term will end upon the completion of the Axon Records subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term (“Axon Records Subscription”).

- 2 **Agency Records Content.** “Agency Records Content” means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Records (b) cause to interface with Axon Records, or (c) upload to Axon Records under Agency account or otherwise transfer, process, use or store in connection with Agency account.

- 3 **Access Rights.** Upon Axon granting Agency an Axon Records subscription, Agency may access and use Axon Records to store and manage Agency Records Content during the Records Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

- 4 **Axon Records Core.** Axon Records Core includes the following applications: Report Writer, NIBRS Incident Reporting, Axon Evidence Integration, Case Management, Civil & Protection Orders (early 2020), Physical Property, Information Exchange Access, APIs. Additional applications, as well as any Axon services needed to configure Axon Records, are not included in the Axon Records Core fee or any bundle that includes Axon Records Core.

- 5 **Agency Owns Agency Records Content.** Agency controls and owns all right, title, and interest in Agency Records Content. Except as outlined herein, Axon obtains no interest in Agency Records Content, and Agency Records Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Records Content. Axon will have limited access to Agency Records Content solely for providing and supporting Axon Records to Agency and Agency end users.

- 6 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Records Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital records; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Records Content and no Agency Records Content or Agency end user’s use of Agency Records Content or Axon Records violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Records. 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 Records.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Records Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or



## Master Services and Purchasing Agreement

person. Audit log tracking for video data is an automatic feature of Axon Records that details who accesses Agency Records Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Records Content or if account information is lost or stolen.

- 8** **Privacy.** Axon will not disclose Agency Records Content or information about Agency except as compelled by a court or administrative body or required by law or regulation, including Florida's Public Records Law. If Axon receives a disclosure request for Agency Records Content, Axon will give Agency notice of such request as soon as practicable and prior to the release of any Agency Content. 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 Records; or (c) perform analytic and diagnostic evaluations of the systems.

Agency hereby grants Axon an irrevocable, worldwide, royalty-free license to use Agency Content to enable Axon to create derivative works of 'scrubbed' Agency Content (collectively, "**Derivative Data**"). Axon may use Derivative Data to provide services to Agency, or to operate, maintain, improve, or create new products and services. Notwithstanding the foregoing and except as provided in this Agreement, Axon shall not disclose Agency Content or Derivative Data containing PII to any third party, and it will exercise commercially reasonable efforts to limit PII in Derivative Data, including, without limitation, encrypting Derivative Data in transit and stripping PII from metadata.

- 9** **Location of Data Storage.** Axon may transfer Agency Records Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Records Content will be stored. For United States agencies, Axon will ensure all Agency Records Content stored in Axon Records remains within the United States. Ownership of Agency Records Content remains with Agency.

- 10** **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Records immediately upon notice, if:

- 10.1.** The Termination provisions of this Agreement apply; or  
**10.2.** Agency or end user's use of or registration for Axon Records may (a) pose a security risk to Axon Evidence or any third party, (b) adversely impact Axon Records, 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 and charges incurred through suspension. Axon will not delete Agency Records Content because of suspension, except as specified in this Agreement.

- 11** **Axon Records Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Records.

- 12** **Axon Records Restrictions.** All Axon Records subscriptions may be immediately terminated if Agency does not comply with any term of this Agreement. 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 Records;  
**12.2.** reverse engineer, disassemble, or decompile Axon Records or apply any other process to derive any source code included in Axon Records, or allow any others to do the same;  
**12.3.** access or use Axon Records 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 Records, except as expressly permitted in this Agreement;  
**12.5.** access Axon Records to build a competitive product or service or copy any features, functions, or graphics of Axon Records;



## Master Services and Purchasing Agreement

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- 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 Records; or
- 12.7. use Axon Records to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Records Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Records Content only if Agency has paid all amounts due. There will be no functionality of Axon Records during these 90-days other than the ability to retrieve Agency Records Content. Agency will not incur additional fees if Agency downloads Agency Records Content from Axon Records during this time. Axon has no obligation to maintain or provide any Agency Records Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Records Content stored in Axon Records. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Records Content from Axon Records.
- 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 Records Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Records on behalf of U.S. Federal department, Axon Records 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 Records 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 Records.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Records Content, Storage, Axon Records Warranty, and Axon Records Restrictions.



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**Axon Citizen for Communities Appendix**

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

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

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

- 2 **Storage.** Agency may store an unlimited amount of data submitted through the public portal (“**Portal Content**”), within Agency’s Axon Evidence instance.
- 3 **Post-Termination.** The post-termination provisions outlined in the Axon Evidence Appendix also apply to Portal Content.





**Axon Redaction Assistant Appendix**

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

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

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



**Axon Performance Appendix**

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

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

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

- 2 **Storage of 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.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal SidearmEvidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.



# AXON

**North Port Police Dept. - FL**

**AXON SALES REPRESENTATIVE**  
Jeremy Deegan

[jdeegan@axon.com](mailto:jdeegan@axon.com)

**ISSUED**  
2/4/2019



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

**Q-193482-43500.870JD**

Issued: 02/04/2019

Quote Expiration: 03/25/2019

Account Number: 138516

Start Date: 04/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SALES REPRESENTATIVE**

Jeremy Deegan

Phone:

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Chris Morales

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**SHIP TO**

Chris Morales  
 North Port Police Dept. - FL  
 4980 City Hall Blvd.  
 North Port, FL 34286  
 US

**BILL TO**

North Port Police Dept. - FL  
 4970 City Hall Blvd.  
 North Port, FL 34286  
 US

**Year 1 - OSP 7 Plus (Est. Ship Date 9/1/2019)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	84	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	3,360	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	84	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	84	0.00	0.00	0.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR	84	0.00	0.00	0.00
85086	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR	84	1,200.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR	9	900.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	90	0.00	0.00	0.00
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	3	468.00	468.00	1,404.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	3	180.00	180.00	540.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
<b>Hardware</b>					
20068	TASER 7 HOLSTER - SAFARILAND, LEFT HAND	12	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	84	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	84	0.00	0.00	0.00

**Year 1 - OSP 7 Plus (Est. Ship Date 9/1/2019) (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	168	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	168	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	168	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	168	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	168	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	168	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, STANDARD	100	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	100	0.00	0.00	0.00
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	72	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	22	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	22	0.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	84	499.00	499.00	41,916.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	84	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	84	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	84	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	14	1,495.00	1,495.00	20,930.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	14	42.00	42.00	588.00
80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN STANDARD SIX BAY + HUB DOC	14	0.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	84	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	84	0.00	0.00	0.00

**Year 1 - OSP 7 Plus (Est. Ship Date 9/1/2019) (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	84	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	84	0.00	0.00	0.00
<b>Other</b>					
73453	OFFICER SAFETY PLAN 7 PLUS	84	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	84	0.00	0.00	0.00
75000	SIGNAL SIDEARM ADHESIVE MOUNT	84	0.00	0.00	0.00
75001	SIGNAL SIDEARM ADHESIVE MOUNT REMOVAL KIT	84	0.00	0.00	0.00
73410	AXON AWARE PLUS V SERVICE LINE: 5 YEAR	84	0.00	0.00	0.00
73465	Performance Service: 5 Year	84	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	84	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	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	84	2,388.00	1,333.05	111,976.20
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
<b>Services</b>					
80144	OFFICER SAFETY PLAN STANDARD, STARTER	1	12,500.00	12,500.00	12,500.00
Subtotal					189,854.20
Estimated Shipping					0.00
Estimated Tax					0.00
Total					189,854.20

**Year 1 - Trade-In Credit**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	122	0.00	0.00	0.00

### Year 1 - Trade-In Credit (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>					
20150	TASER 7 TRADE-IN CARTRIDGE	386	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

### Spares - OSP 7 Plus (Est. Ship Date 9/1/2019)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	2	0.00	0.00	0.00
73200	AXON BODY 3 - NA01	2	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	2	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

### Year 1 - T7 Certification (Est. Ship Date 9/1/2019)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	41	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	41	0.00	0.00	0.00
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	41	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	41	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	82	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	82	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	82	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	82	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	82	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	82	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, STANDARD	49	0.00	0.00	0.00

**Year 1 - T7 Certification (Est. Ship Date 9/1/2019) (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	49	0.00	0.00	0.00
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	41	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	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
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	0.00	0.00	0.00
<b>Other</b>					
20144	TASER 7 CERTIFICATION PLAN	41	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	41	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	41	720.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Spares - T7 Certification (Est. Ship Date 9/1/2019)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	2	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	2	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**Year 1 - AB3 Delivery (Est. 10/1/2019)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
73200	AXON BODY 3 - NA01	84	699.00	0.00	0.00
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	84	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	11	1,495.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	11	0.00	0.00	0.00



**Year 1 - AB3 Delivery (Est. 10/1/2019) (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	11	42.00	0.00	0.00
73200	AXON BODY 3 - NA01	84	699.00	0.00	0.00
73253	5 Year Technology Assurance Plan Warranty AB3 Camera	84	0.00	0.00	0.00
<b>Other</b>					
71019	NORTH AMERICA POWERCORD, 6.5FT	11	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

**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	3	468.00	468.00	1,404.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	3	180.00	180.00	540.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	168	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	168	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	168	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	168	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	82	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	82	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	82	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	82	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

## Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>					
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	84	2,388.00	2,388.00	200,592.00
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	41	720.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
				Subtotal	202,536.00
				Estimated Tax	0.00
				Total	202,536.00

## 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	3	468.00	468.00	1,404.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	3	180.00	180.00	540.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	168	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	168	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	168	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	168	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	11	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	82	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	82	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	82	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	82	0.00	0.00	0.00
<b>Other</b>					
73309	AXON BODY CAMERA REFRESH ONE	84	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00

### Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>					
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	84	2,388.00	2,388.00	200,592.00
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	41	720.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
				Subtotal	202,536.00
				Estimated Tax	0.00
				Total	202,536.00

### 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	3	468.00	468.00	1,404.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	3	180.00	180.00	540.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	168	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	168	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	168	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	168	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	82	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	82	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	82	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	82	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

## Year 4 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>					
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	84	2,388.00	2,388.00	200,592.00
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	41	720.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
				Subtotal	202,536.00
				Estimated Tax	0.00
				Total	202,536.00

## 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	3	468.00	468.00	1,404.00
85110	EVIDENCE.COM INCLUDED STORAGE	90	0.00	0.00	0.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	3	180.00	180.00	540.00
85110	EVIDENCE.COM INCLUDED STORAGE	30	0.00	0.00	0.00
<b>Hardware</b>					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	168	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	168	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	168	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	168	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	11	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	82	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	82	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	82	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	82	0.00	0.00	0.00
<b>Other</b>					
73310	AXON BODY CAMERA REFRESH TWO	84	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00

**Year 5 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>					
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	84	2,388.00	2,388.00	200,592.00
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	41	720.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1	0.00	0.00	0.00
				Subtotal	202,536.00
				Estimated Tax	0.00
				Total	202,536.00
<b>Grand Total</b>					<b>999,998.20</b>



## Discounts (USD)

Quote Expiration: 03/25/2019

List Amount	1,521,369.00
Discounts	521,370.80
<b>Total</b>	<b>999,998.20</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1 - OSP 7 Plus (Est. Ship Date 9/1/2019)	189,854.20
Year 1 - Trade-In Credit	0.00
Spares - OSP 7 Plus (Est. Ship Date 9/1/2019)	0.00
Year 1 - T7 Certification (Est. Ship Date 9/1/2019)	0.00
Spares - T7 Certification (Est. Ship Date 9/1/2019)	0.00
Year 1 - AB3 Delivery (Est. 10/1/2019)	0.00
Year 2	202,536.00
Year 3	202,536.00
Year 4	202,536.00
Year 5	202,536.00
<b>Grand Total</b>	<b>999,998.20</b>

## Notes

Agency is electing to operate with a 2:1 camera workflow; secondary cameras will not need additional licenses.

Axon Enterprises, Inc. will honor North Port PD OSP7+ pricing for new users at \$199/mo for the life of this contract (Q-193482). The pricing stated above applies only to products and services outlined in the quote. At the end of the Term, the parties will negotiate future pricing in good faith.

The parties agree that Axon is granting a credit of \$31,045.00 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 3/1/2019-3/15/2019, resulting in a 4/1/2019 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

### Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media
- Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

## 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: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Jeremy Deegan at [jdeegan@axon.com](mailto:jdeegan@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)

Quote: Q-193482-43500.870JD

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved.

Approved as to form and correctness

  
\_\_\_\_\_  
Amber L. Slayton  
City Attorney

ATTEST:  
  
Kathryn Peto, City Clerk

Q-193482-43500.870JD

**FIRST AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT  
WITH AXON ENTERPRISE, INC.**

**THIS FIRST AMENDMENT** (the "Amendment") to the Master Services and Purchasing Agreement is made and entered into by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and AXON ENTERPRISE, INC., a Delaware Corporation, hereinafter referred to as "Axon."

**WHEREAS**, on March 21, 2019, the parties entered into the Master Services and Purchasing Agreement (the "Original Agreement") that contained Quote Appendix: Q-193482 ("Original Quote"), that included three (3) licenses for the Officer Safety Plan ("OSP") 7 and thirty (30) units of storage; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to include Quote Appendix: Q-233655 ("Additional Quote"), containing an additional sixteen (16) Basic Licenses and one hundred sixty (160) units of storage (the "additional licenses"), for a total of nineteen (19) licenses for OSP 7 and one hundred ninety (190) units of storage; and

**WHEREAS**, Axon is providing the City with a credit of \$9,400.00 to cover part of the cost associated with the additional licenses, leaving a balance of \$2,600.00 that will be due in the fifth year of the Original Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:



1. EFFECT OF AMENDMENT/EFFECTIVE DATE

A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this Amendment is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

2. ORIGINAL QUOTE APPENDIX

The Original Quote is amended to include the Additional Quote, which is attached as Exhibit "A" hereto and incorporated as if set forth fully herein.

IN WITNESS WHEREOF, the parties executed this Amendment as of the date last identified below.

AXON ENTERPRISE, INC.

DocuSigned by:  
  
By: 55DAEBB131A4421...  
Robert Driscoll  
VP, Associate General Counsel

Date: 2/20/2020 | 12:46 PM MST

CITY OF NORTH BORT, FLORIDA

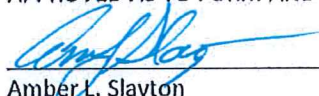
By:   
Peter D. Lear, CPA, CGMA, City Manager

Date: 3-30-2020

ATTEST

  
Heather Taylor, CMC  
Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS

  
Amber L. Slayton  
City Attorney

**EXHIBIT A – QUOTE APPENDIX: Q-233655**



# AXON

**North Port Police Dept. - FL**

**AXON SALES REPRESENTATIVE**

David Gollobit  
(480) 905-2060  
dgollobit@axon.com

**ISSUED**  
2/11/2020

Q-233655-43872.945DG



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

**Q-233655-43872.945DG**

Issued: 02/11/2020

Quote Expiration: 03/31/2020

Account Number: 138516

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground  
 Contract Number: 00021175

**SALES REPRESENTATIVE**

David Gollobit  
 Phone: (480) 905-2060  
 Email: dgollobit@axon.com  
 Fax: 888-821-8703

**PRIMARY CONTACT**

Chris Morales  
 Phone: (941) 429-7319  
 Email: cmorales@northportpd.com

**SHIP TO**

Chris Morales  
 North Port Police Dept. - FL  
 4980 City Hall Blvd.  
 North Port, FL 34286  
 US

**BILL TO**

North Port Police Dept. - FL  
 4970 City Hall Blvd.  
 North Port, FL 34286  
 US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		16	30.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		16	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		16	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 4**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		16	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		16	180.00	162.50	2,600.00
85110	EVIDENCE.COM INCLUDED STORAGE		160	0.00	0.00	0.00
					Subtotal	2,600.00
					Estimated Tax	0.00
					Total	2,600.00

<b>Grand Total</b>	<b>2,600.00</b>
--------------------	-----------------



## Discounts (USD)

Quote Expiration: 03/31/2020

List Amount	12,000.00
Discounts	9,400.00
<b>Total</b>	<b>2,600.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	0.00
Year 2	0.00
Year 3	0.00
Year 4	0.00
Year 5	2,600.00
<b>Grand Total</b>	<b>2,600.00</b>

Notes

This quote is co-termed with quote Q-207025 (executed contract #00021175). Year one has been pro-rated to 2.5 months to align with agency annual billing dates. This has been done according to an anticipated license start date of 2/1/2020 as the end date of these subscriptions is subject to change if the ship/start date changes.

The parties agree that Axon is granting a refund of \$9,400 for customer referral program.

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, municipally, 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: [Handwritten Signature] Date: 7-25-2020
Name (Print): Peter Lu Title: City Manager
PO# (Or write N/A):

Please sign and email to David Gollobit at dgollobit@axon.com or fax to 888-821-8703

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\*\*\*

Table with columns for Review 1, Review 2, and SFDC Contract details (Contract #, Order Type, RMA #, Address Used, SO #). Includes a Comments row at the bottom.

**SECOND AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT  
WITH AXON ENTERPRISE, INC.**

**THIS SECOND AMENDMENT** (the "Amendment") to the Master Services and Purchasing Agreement is made and entered into by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and AXON ENTERPRISE, INC., a Delaware Corporation, hereinafter referred to as "Axon."

**WHEREAS**, on March 21, 2019, the parties entered into the Master Services and Purchasing Agreement (the "Original Agreement") that contained Quote Appendix: Q-207025 ("Quote"), that included a Summary of Payments for years 1 through 5 of the Original Agreement; and

**WHEREAS**, the parties mutually desire to amend the Summary of Payments in the Quote from the Original Agreement to divide the annual payments into two payments per year.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this Amendment is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL SUMMARY OF PAYMENTS**

The Summary of Payments in the Original Agreement is amended in its entirety as follows:


**Summary of Payments**

Payment	Amount (USD)
Year 2a – 05/01/2020	\$101,268.00
Year 2b – 11/01/2020	\$101,268.00
Year 3a – 05/01/2021	\$101,268.00
Year 3b – 11/01/2021	\$101,268.00
Year 4a – 05/01/2022	\$101,268.00
Year 4b – 11/01/2022	\$101,268.00
Year 5a – 05/01/2023	\$101,268.00
Year 5b – 11/01/2023	\$101,268.00



IN WITNESS WHEREOF, the parties executed this Amendment as of the date last identified below.

**AXON ENTERPRISE, INC.**

DocuSigned by:  
  
By: 55DAE8B131A4424...  
Robert Driscoll  
Associate General Counsel

3/4/2020 | 11:04 AM MST  
Date: \_\_\_\_\_

**CITY OF NORTH PORT, FLORIDA**

  
By: \_\_\_\_\_  
Peter D. Lear, CPA, CGMA, City Manager

Date: 3-25-2020

ATTEST

  
Heather Taylor, CMC  
Interim City Clerk

APPROVED AS TO FORM AND CORRECTNESS

  
Amber L. Slayton  
City Attorney

**THIRD AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT  
WITH AXON ENTERPRISE, INC.**

**THIS THIRD AMENDMENT** (the “Amendment”) to the Master Services and Purchasing Agreement is made and entered into by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the “City,” and AXON ENTERPRISE, INC., a Delaware Corporation, hereinafter referred to as “Axon.”

**WHEREAS**, on March 21, 2019, the parties entered into the Master Services and Purchasing Agreement (the “Original Agreement”) that contained Quote Appendix: Q-193482 (“Original Quote”), that included three (3) licenses for the Officer Safety Plan (“OSP”) 7 and thirty (30) units of storage, and Quote Appendix: Q-207025, that included a Summary of Payments for years 1 through 5 of the Original Agreement; and

**WHEREAS**, on or around February 20, 2020, the parties entered into the First Amendment to the Master Services and Purchasing Agreement with Axon to include Quote Appendix: Q-233655 (“Additional Quote”), containing an additional sixteen (16) Basic Licenses and one hundred sixty (160) units of storage, for a total of nineteen (19) licenses for OSP 7 and one hundred ninety (190) units of storage; and

**WHEREAS**, on or around March 4, 2020, the parties entered into the Second Amendment to the Master Services and Purchasing Agreement with Axon to include an amended Summary of Payments in Quote Appendix: Q-207025 from the Original Agreement to divide the annual payments into two payments per year; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to include Quote Appendix: Q-294137 (“Third Quote”), containing an additional twenty-four (24) Basic Licenses and ten (10) units of storage; and

**WHEREAS**, the parties mutually desire to amend the Summary of Payments as divided into two payments per year to include the addition of payments associated with Quote Appendix: Q-294137.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this Amendment is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.

B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL SECTION 17.12 – ENTIRE AGREEMENT**

Section 17.12 of the Original Agreement is amended in its entirety as follows:

This Agreement, including the Appendices, represent 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. The City Manager or designee may agree to amendments to this Agreement that do not increase compensation to Axon by more than \$10,000.00 every year. Only the City Commission can approve amendments that increases compensation to Axon by more than \$10,000.00 annually.

**3. ORIGINAL QUOTE APPENDIX**

The Original Quote is amended to include the Third Quote, which is attached as Exhibit "A" hereto and incorporated as if set forth fully herein.

**4. ORIGINAL SUMMARY OF PAYMENTS**

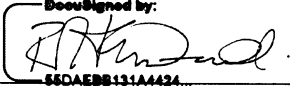
The Summary of Payments in the Original Agreement is amended in its entirety as follows:

**Summary of Payments**

Payment	Amount (USD)
Year 2a – 05/01/2020	\$101,268.00
Year 2b – 11/01/2020	\$101,268.00
Year 3a – 05/01/2021	\$101,268.00
Year 3b – 11/02/2021	\$101,268.00
Year 4a – 05/01/2022	\$101,268.00
Year 4b – 11/01/2022	\$107,748.00
Year 5a – 05/01/2023	\$107,748.00
Year 5b – 11/01/2023	\$101,268.00

**IN WITNESS WHEREOF**, the parties executed this Amendment as of the date last identified below.

**AXON ENTERPRISE, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
55CAEBB131A4424  
Robert Driscoll  
VP, Associate General Counsel

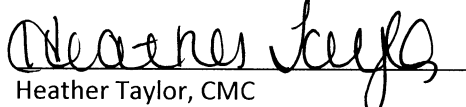
Date: 5/10/2021 | 1:54 PM MST  
\_\_\_\_\_

CITY OF NORTH PORT, FLORIDA

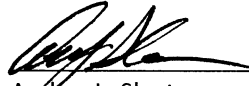
By:   
Jason Yarborough, ICMA-CM  
Interim City Manager

Date: 6/9/21

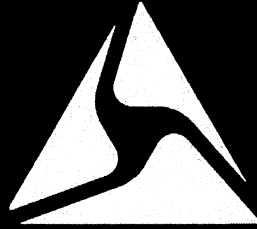
ATTEST

  
Heather Taylor, CMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

  
Amber L. Slayton  
City Attorney

**EXHIBIT A – QUOTE APPENDIX: Q-294137**



# AXON

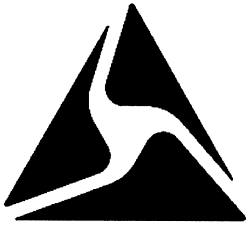
**North Port Police Dept. - FL**

**AXON SALES REPRESENTATIVE**

David Gollobit  
(480) 905-2060  
dgollobit@axon.com

**ISSUED**

**4/13/2021**



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

**Q-294137-44299.687DG**

Issued: 04/13/2021

Quote Expiration: 04/15/2021

Account Number: 138516

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground  
 Contract Number: 00021175

**SALES REPRESENTATIVE**

David Gollobit  
 Phone: (480) 905-2060  
 Email: dgollobit@axon.com  
 Fax:

**PRIMARY CONTACT**

Brian Gregory  
 Phone: (941) 426-3111  
 Email: bgregory@northportpd.com

**SHIP TO**

Brian Gregory  
 North Port Police Dept. - FL  
 4980 City Hall Blvd.  
 North Port, FL 34286  
 US

**BILL TO**

North Port Police Dept. - FL  
 4970 City Hall Blvd.  
 North Port, FL 34286  
 US

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	36	24	0.00	0.00	0.00
73840	EVIDENCE.COM BASIC ACCESS LICENSE	36	24	0.00	0.00	0.00
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	24	180.00	0.00	0.00
Subtotal						0.00
Estimated Shipping						0.00
Estimated Tax						0.00
Total						0.00

**Year 2**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	24	180.00	270.00	6,480.00
Subtotal						6,480.00
Estimated Tax						0.00
Total						6,480.00

**Year 3**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73841	EVIDENCE.COM BASIC LICENSE PAYMENT	12	24	180.00	270.00	6,480.00
Subtotal						6,480.00
Estimated Tax						0.00
Total						6,480.00



## Summary of Payments

Payment	Amount (USD)
Year 1	0.00
Year 2	6,480.00
Year 3	6,480.00
<b>Grand Total</b>	<b>12,960.00</b>



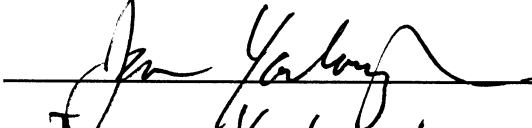
**Notes**

This quote is co-termed with quote Q-207025 (executed contract #00021175). Year one has been pro-rated to 11.5 months to align with agency annual billing dates. This has been done according to an anticipated license start date of 5/1/2021.

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

Signature:  Date: 6/9/21

Name (Print): Jason Yarbrough Title: Interim City Manager

PO# (Or write N/A): N/A

Please sign and email to David Gollobit at [dgollobit@axon.com](mailto:dgollobit@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)

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

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



**FOURTH AMENDMENT TO THE MASTER SERVICES AND PURCHASING AGREEMENT  
WITH AXON ENTERPRISE, INC.**

**THIS FOURTH AMENDMENT** (the "Amendment") to the Master Services and Purchasing Agreement is made and entered into by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the "City," and AXON ENTERPRISE, INC., a Delaware Corporation, hereinafter referred to as "Axon."

**WHEREAS**, on March 21, 2019, the parties entered into the Master Services and Purchasing Agreement (the "Original Agreement") that contained Quote Appendix: Q-193482 ("Original Quote"), that included three (3) licenses for the Officer Safety Plan ("OSP") 7 and thirty (30) units of storage, and Quote Appendix: Q-207025, that included a Summary of Payments for years 1 through 5 of the Original Agreement; and

**WHEREAS**, on or around February 20, 2020, the parties entered into the First Amendment to the Master Services and Purchasing Agreement with Axon to include Quote Appendix: Q-233655 ("Additional Quote"), containing an additional sixteen (16) Basic Licenses and one hundred sixty (160) units of storage, for a total of nineteen (19) licenses for OSP 7 and one hundred ninety (190) units of storage; and

**WHEREAS**, on or around March 4, 2020, the parties entered into the Second Amendment to the Master Services and Purchasing Agreement with Axon to include an amended Summary of Payments in Quote Appendix: Q-207025 from the Original Agreement to divide the annual payments into two payments per year; and

**WHEREAS**, on or around June 9, 2021, the parties entered into the Third Amendment to the Master Services and Purchasing Agreement with Axon to include Quote Appendix: Q-294137 ("Third Quote"), containing an additional twenty-four (24) Basic Licenses and ten (10) units of storage and to amend the Summary of Payments to divide payments into twice per year to include the addition of payments associated with Quote Appendix: Q-294137; and

**WHEREAS**, the parties mutually desire to amend the Original Agreement to include Quote Appendix: Q-379035 ("Fourth Quote"), containing three (3) AB3 Camera Bundle, three (3) 2021 Officer Safety Plan 7 Plus, and three (3) Dynamic Bundle; and

**WHEREAS**, the parties mutually desire to amend the Summary of Payments to increase the cost to the City by \$6,849.59 in May 2022 and May 2023.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

**1. EFFECT OF AMENDMENT/EFFECTIVE DATE**

- A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this Amendment, all of which are incorporated by reference as if set forth fully herein. The effect of this Amendment is to the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement remain and apply.
- B. This Amended Agreement is effective as of the date the last party signs it as identified below (the "Effective Date"), and shall continue as otherwise provided in the Original Agreement.

**2. ORIGINAL QUOTE APPENDIX**

The Original Quote is amended to include the Fourth Quote, which is attached as Exhibit "A" hereto and incorporated as if set forth fully herein.

**3. ORIGINAL SUMMARY OF PAYMENTS**

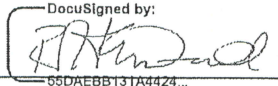
The Summary of Payments in the Original Agreement is amended in its entirety as follows:

**Summary of Payments**

Payment	Amount (USD)
Year 2a – 05/01/2020	\$101,268.00
Year 2b – 11/01/2020	\$101,268.00
Year 3a – 05/01/2021	\$101,268.00
Year 3b – 11/02/2021	\$101,268.00
Year 4a – 05/01/2022	\$108,117.59
Year 4b – 11/01/2022	\$107,748.00
Year 5a – 05/01/2023	\$114,597.59
Year 5b – 11/01/2023	\$101,268.00

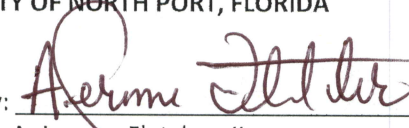
IN WITNESS WHEREOF, the parties executed this Amendment as of the date last identified below.

**AXON ENTERPRISE, INC.**

DocuSigned by:  
  
By: \_\_\_\_\_  
65DAEBB131A4424...  
Robert Driscoll  
VP, Associate General Counsel

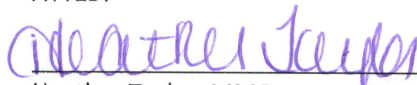
Date: 4/14/2022 | 6:58 AM MST  
\_\_\_\_\_

**CITY OF NORTH PORT, FLORIDA**

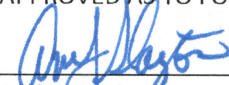
By:   
A. Jerome Fletcher, II  
City Manager

Date: 4/18/22  
\_\_\_\_\_

ATTEST

  
Heather Taylor, MMC  
City Clerk

APPROVED AS TO FORM AND CORRECTNESS

  
Amber L. Slayton  
City Attorney

**EXHIBIT A – QUOTE APPENDIX: Q-379035**



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

Q-379035-44636.011TM

Issued: 03/15/2022

Quote Expiration: 04/29/2022

EST Contract Start Date: 05/15/2022

Account Number: 138516

Payment Terms: N30  
 Delivery Method: Fedex - Ground

SHIP TO	BILL TO
4980 City Hall Blvd 4980 City Hall Blvd North Port, FL 34286-4100 USA	North Port Police Dept. - FL 4970 City Hall Blvd North Port, FL 34286-4100 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ted Megremis Phone: Email: tmegremis@axon.com Fax:	Christopher Morales Phone: (941) 429-7300 Email: cmorales@northportpd.com Fax: 1(941) 4297389

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	May, 2022	\$6,849.59
Year 2	May, 2023	\$6,849.59

BILLED ON FULFILLMENT		
PLAN NAME	INVOICE DATE	AMOUNT DUE
None	As Fulfilled	\$0.00

Quote Details

Bundle: AB3 Camera Bundle    Quantity: 3    Start: 5/15/2022    End: 4/14/2024    Total: 2097 USD			
Category	Item	Description	QTY

Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	4
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4

**Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811)    Quantity: 3    Start: 5/15/2022    End: 4/14/2024    Total: 13699.18 USD**

Category	Item	Description	QTY
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	3
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	3
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	9
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	9
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	3
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	6
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	6
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	6
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	3
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	3
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	30
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE-	3
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	3
Redaction	73478	REDACTION ASSISTANT USER LICENSE	3
Auto Tagging	73682	AUTO TAGGING LICENSE	3
Performance	73739	PERFORMANCE LICENSE	3
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	3
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	3
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	6
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	3
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	3
Other	80395	EXT WARRANTY, TASER 7 HANDLE	3

Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	3
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**Bundle: Dynamic Bundle    Quantity: 3    Start: 10/15/2021    End: 5/14/2022    Total: 551.25 USD**

Category	Item	Description	QTY
Other	73976	OFFICER SAFETY PLAN 7 PLUS TRUE UP 1	3

**INDIVIDUAL ITEMS**

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



## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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Signature

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Date Signed

3/15/2022