



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto (“**Agency**”). This Agreement is effective as July 1, 2022 (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix – attached hereto as Exhibit A (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent services and purchases provided to Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. “**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. “**Axon Device**” means all hardware provided by Axon under this Agreement.
- 1.3. “**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. “**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the July 1, 2022 and continues until: June 30, 2027. (“**Term**”).

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).
- 2.2. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys’ fees.

Agency agrees to pay, and Axon agrees to accept as total payment for its services for Agency, the rates and charges identified in Exhibit A. The total amount to be expended during the term of this Agreement shall not exceed \$5,187,638. This amount includes a 5% contingency amount of \$247,030 for services provided at the sole discretion of Agency.

4. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.
6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency’s receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term. **All software and Axon Cloud Services are provided “AS IS,” without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon (“Third-Party Products”) are not covered by Axon’s warranty and are only subject to the warranties of the third-party provider or**

Title: Master Services and Purchasing Agreement for Agency

Department: Legal

Version: 14.0

Release Date: 3/10/2022

Page 1 of 23



Master Services and Purchasing Agreement for Agency

manufacturer.

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of : (a) the remaining warranty of the original Axon Manufactured Device or (b) ninety (90) days from the date of repair or replacement.

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

- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

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

7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim.

- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are deemed out of scope. The Parties must document scope changes, consistent with and in furtherance of the products and services detailed in this Agreement and Exhibit A, in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference. Revisions to the Scope of Work or services detailed in Exhibit A, which were not contemplated by this Agreement, and

Title: Master Services and Purchasing Agreement for Agency

Department: Legal

Version: 14.0

Release Date: 3/10/2022

Page 2 of 23



Master Services and Purchasing Agreement for Agency

any increase to the total costs detailed in Exhibit A, are subject to amendment which will require approval by the City Council for the City of Santa Ana.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.**

Axon shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Cyber Liability** Insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

➤ Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

- a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any

Title: Master Services and Purchasing Agreement for Agency

Department: Legal

Version: 14.0

Release Date: 3/10/2022



Master Services and Purchasing Agreement for Agency

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Please note, if there is an insured vs. insured exclusion on the vendor's policy, carefully review with the vendor and their insurance carrier on whether being added as an additional insured onto the vendor's policy removes your organization's ability to file suit against the vendor and draw upon the policy should final adjudication in a lawsuit state that the vendor shall pay damages to your organization.

Primary Coverage

For any claims related to this contract, the Vendor's insurance coverage shall be primary. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Vendor hereby grants to Entity a waiver of any right to subrogation which any insurer of said Vendor may acquire against the Entity by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Entity. The Entity may require the Vendor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Entity.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the Entity.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

Verification of Coverage

Vendor shall furnish the Entity with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the Entity before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide



Master Services and Purchasing Agreement for Agency

them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that Entity is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on: (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities**. Agency is responsible for: (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
16. **Termination**.
 - 16.1. **For Breach**. A Party may terminate this Agreement by providing (thirty) 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination**. Upon termination of this Agreement, Agency's rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term of the Agreement and for (five) 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will make a good faith effort to provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General**.
 - 18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

Title: Master Services and Purchasing Agreement for Agency

Department: Legal

Version: 14.0

Release Date: 3/10/2022



Master Services and Purchasing Agreement for Agency

- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices are provided below:

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

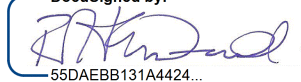
Agency: City of Santa Ana
Attn: Clerk of the Council
20 Civic Center Plz
Santa Ana, CA 92701-4058
Email: CityClerk@santa-ana.org

With Copy to: Santa Ana Police Department
Attn: Chief of Police
60 Civic Center Plaza
Santa Ana, CA 92701

- 18.12 **Entire Agreement.** This Agreement, including the Exhibits, Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.
- 18.13 **Background Check Requirements:** Agency may request and Axon shall provide to Agency proof of background screening and national security clearances and vetting for Axon personnel supporting Axon services detailed in this Agreement. The Parties understand that the final responsibility for maintaining the security and confidentiality of criminal justice information maintained by Agency, subject to the services provided by Axon, rests with the individual agency head and access to the screening and clearances performed by Axon are subject to Agency review. If Agency determines Axon personnel background and national security clearances do not comport or comply with the law, Axon shall coordinate and provide to Agency all information necessary to allow Agency can conduct background security screening of Axon personnel, at Agency's expense.

**Master Services and Purchasing Agreement for Agency**

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:Axon Enterprise, Inc.
DocuSigned by:Signature: 
55DAEBB131A4424...

Name: Bobby Driscoll

Title: VP, Assoc. General Counsel

Date: 6/7/2022 | 5:53 PM MST


AGENCY:**City of Santa Ana**

Signature: _____

Name: _____

Title: _____

Date: _____

ATTEST:_____
DAISY GOMEZ
Clerk of the Council**RECOMMENDED FOR APPROVAL:**_____
David Valentin
Chief of Police**APPROVED AS TO FORM:**SONIA R. CARVALHO
City AttorneyBy: 
Tamara Bogosian
Senior Assistant City Attorney



Master Services and Purchasing Agreement for Agency

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not considered to be Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to: (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

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

5. **Agency Responsibilities.** Agency is responsible for: (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

- 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

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

6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to: (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



Master Services and Purchasing Agreement for Agency

7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. 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")
 - 12.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes: (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - 12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users, (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;



Master Services and Purchasing Agreement for Agency

- 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination**. Axon will not delete Agency Content for one-hundred and eighty (180) days following termination. There will be no functionality of Axon Cloud Services during these 180 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 180-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
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 service, 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 Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Master Services and Purchasing Agreement for Agency

Axon Customer Experience Improvement Program Appendix

1. Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program, (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. ACEIP Tier 1.
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within thirty (30) days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency

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



Master Services and Purchasing Agreement for Agency

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Master Services and Purchasing Agreement for Agency

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (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, Agency must purchase additional days. Axon Full Service options include:

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

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need
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Master Services and Purchasing Agreement for Agency

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

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

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

System set up and configuration <ul style="list-style-type: none"> Configure Axon Evidence categories & custom roles based on Agency need. Troubleshoot IT issues with Axon Evidence. Register users and assign roles in Axon Evidence. For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies Discuss the importance of entering metadata and best practices for digital data management Provide referrals to other agencies using TASER CEWs and Axon Evidence For the CEW Full Service Package: On-site assistance included For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. For the CEW Full Service Package: Training for up to 3 individuals at Agency For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

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

Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
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Master Services and Purchasing Agreement for Agency

Return of Old Weapons

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

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

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one (1) day of on-site Services and one (1) professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

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

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. The Parties must document scope changes, consistent with and in furtherance of the services detailed in this Agreement and Exhibit A, in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference. Revisions to the Scope of Work or services detailed in Exhibit A, which were not contemplated by this Agreement, and any increase to the total costs detailed in Exhibit A, are subject to amendment which will require approval by the City Council for the City of Santa Ana.
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 a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("Acceptance Form") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
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.



Master Services and Purchasing Agreement for Agency

Technology Assurance Plan Appendix

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

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



Master Services and Purchasing Agreement for Agency

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, [so long](#) as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Master Services and Purchasing Agreement for Agency

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement for Agency

Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage**. For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement for Agency

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



Master Services and Purchasing Agreement for Agency

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "Virtual Reality Media").
2. **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.



Master Services and Purchasing Agreement for Agency

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
4. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
6. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
7. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4. Ensure all appropriate data backups are performed;
 - 7.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon

Title: Master Services and Purchasing Agreement for Agency

Department: Legal

Version: 14.0

Release Date: 3/10/2022

Page 22 of 23



Master Services and Purchasing Agreement for Agency

(these contacts are to provide background information and clarification of information required to perform the Channel Services).

EXHIBIT A



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-384912-44692.098CN

Issued: 05/10/2022

Quote Expiration: 06/30/2022

Estimated Contract Start Date: 07/01/2022

Account Number: 105857

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice;Other-60 Civic Center Plz M-88 60 Civic Center Plz M-88 Santa Ana, CA 92701-4060 USA	Santa Ana Police Dept - CA 20 Civic Center Plz Santa Ana, CA 92701-4058 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Sergio Enriquez Phone: (714) 245-8020 Email: senriquez@santa-ana.org Fax: (714) 245-8606

Quote Summary

Program Length	60 Months
TOTAL COST	\$4,780,802.00
ESTIMATED TOTAL W/ TAX	\$4,940,607.54

Discount Summary

Average Savings Per Year	\$304,767.44
TOTAL SAVINGS	\$1,523,837.20

Payment Summary

Date	Subtotal	Tax	Total
Jul 2022	\$985,394.04	\$34,665.22	\$1,020,059.26
Jul 2023	\$948,851.99	\$31,285.08	\$980,137.07
Jul 2024	\$948,851.99	\$31,285.08	\$980,137.07
Jul 2025	\$948,851.99	\$31,285.08	\$980,137.07
Jul 2026	\$948,851.99	\$31,285.08	\$980,137.07
Total	\$4,780,802.00	\$159,805.54	\$4,940,607.54

Quote List Price:
Quote Subtotal:

\$6,304,639.20
\$4,780,802.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
2022 UNLIMITED 7+ PREMIUM BUNDLE								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	369	\$2,340.00	\$1,851.85	\$683,333.52	\$0.00	\$683,333.52
73687	EVIDENCE.COM VIEWER LICENSE	60m	3	\$300.00	\$237.42	\$712.25	\$0.00	\$712.25
100198	AXON VR CONTROLLER KIT - WARRANTY	60m	5	\$373.80	\$295.82	\$1,479.11	\$0.00	\$1,479.11
22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)		10	\$90.00	\$71.23	\$712.25	\$65.90	\$778.15
22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)		10	\$90.00	\$71.23	\$712.25	\$65.90	\$778.15
20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR		5	\$60.00	\$47.48	\$237.42	\$21.95	\$259.37
20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR		5	\$1,000.00	\$791.39	\$3,956.95	\$366.00	\$4,322.95
20298	VR-ENABLED GLOCK 19 CONTROLLER		5	\$750.00	\$593.54	\$2,967.71	\$274.50	\$3,242.21
20188	VR CONTROLLER KIT PELICAN CASE		5	\$200.00	\$158.28	\$791.39	\$73.20	\$864.59
100165	UNLIMITED 3RD-PARTY STORAGE	60m	369	\$900.00	\$712.25	\$262,820.58	\$24,310.90	\$287,131.48
73686	UNLIMITED BWC + CAPTURE STORAGE	60m	369	\$1,440.00	\$1,139.60	\$420,512.93	\$0.00	\$420,512.93
73688	MULTI-BAY BWC DOCK 2ND REFRESH		47	\$1,643.00	\$1,300.25	\$61,111.92	\$5,652.85	\$66,764.77
73680	RESPOND DEVICE PLUS LICENSE	60m	369	\$1,140.00	\$902.18	\$332,906.07	\$0.00	\$332,906.07
73681	AXON RECORDS FULL	60m	369	\$1,740.00	\$1,377.02	\$508,119.79	\$0.00	\$508,119.79
73618	CITIZEN FOR COMMUNITIES USER LICENSE	60m	369	\$540.00	\$427.35	\$157,692.35	\$0.00	\$157,692.35
73478	REDACTION ASSISTANT USER LICENSE	60m	369	\$540.00	\$427.35	\$157,692.35	\$0.00	\$157,692.35
73739	PERFORMANCE LICENSE	60m	369	\$540.00	\$427.35	\$157,692.35	\$0.00	\$157,692.35
73682	AUTO TAGGING LICENSE	60m	369	\$540.00	\$427.35	\$157,692.35	\$0.00	\$157,692.35
20370	FULL VR TASER 7 ADD-ON USER ACCESS	60m	369	\$1,050.00	\$830.96	\$306,624.01	\$28,362.70	\$334,986.71
85760	Auto-Transcribe Unlimited Service	60m	369	\$1,200.00	\$949.67	\$350,427.44	\$0.00	\$350,427.44
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	60m	369	\$540.00	\$427.35	\$157,692.35	\$14,586.55	\$172,278.90
80223	INACTIVE CHANNEL ACCESS LICENSE		1	\$5,000.00	\$3,956.95	\$3,956.95	\$0.00	\$3,956.95
80190	Evidence.com Channel Services		1	\$5,000.00	\$3,956.95	\$3,956.95	\$0.00	\$3,956.95
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
20378	HTC FOCUS 3 VR HEADSET		15	\$1,800.00	\$1,424.50	\$21,367.53	\$1,976.50	\$23,344.03
20373	VIRTUAL REALITY HEADSET REFRESH ONE		15	\$1,909.00	\$1,510.76	\$22,661.45	\$2,096.20	\$24,757.65
100210	VIRTUAL REALITY TABLET REFRESH ONE		5	\$1,060.00	\$838.87	\$4,194.37	\$388.00	\$4,582.37
75015	SIGNAL SIDEARM KIT		369	\$249.00	\$197.06	\$72,713.69	\$6,726.00	\$79,439.69
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		738	\$1.00	\$0.79	\$584.05	\$54.00	\$638.05
80464	EXT WARRANTY, CAMERA (TAP)	60m	369	\$700.20	\$554.13	\$204,474.41	\$18,913.90	\$223,388.31
80464	EXT WARRANTY, CAMERA (TAP)	60m	12	\$700.20	\$554.13	\$6,649.57	\$615.10	\$7,264.67
73309	AXON CAMERA REFRESH ONE		381	\$741.00	\$586.42	\$223,425.98	\$20,666.90	\$244,092.88
73310	AXON CAMERA REFRESH TWO		381	\$768.00	\$607.79	\$231,567.01	\$21,419.95	\$252,986.96
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	60m	47	\$1,260.00	\$997.15	\$46,866.11	\$4,335.10	\$51,201.21
73689	MULTI-BAY BWC DOCK 1ST REFRESH		47	\$1,585.00	\$1,254.35	\$58,954.59	\$5,453.30	\$64,407.89
AB3 Camera Bundle								
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		366	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		332	\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		366	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3 Multi Bay Dock Bundle								
74210	AXON BODY 3 - 8 BAY DOCK		45	\$1,495.00	\$0.00	\$0.00	\$0.00	\$0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3 Camera Bundle								
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK		53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		48	\$699.00	\$699.00	\$33,552.00	\$3,103.56	\$36,655.56
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3 Multi Bay Dock Bundle								
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
74210	AXON BODY 3 - 8 BAY DOCK		2	\$1,495.00	\$1,495.00	\$2,990.00	\$276.58	\$3,266.58
Individual Items								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	50	\$2,340.00	\$2,340.00	\$117,000.00	\$0.00	\$117,000.00
85144	AXON STARTER		1	\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00
85014	AXON 1-DAY SERVICE		1	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$4,780,802.00	\$159,805.54	\$4,940,607.54

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	20188	VR CONTROLLER KIT PELICAN CASE	5	06/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	5	06/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	5	06/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20298	VR-ENABLED GLOCK 19 CONTROLLER	5	06/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20378	HTC FOCUS 3 VR HEADSET	15	06/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	10	06/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	10	06/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	738	06/01/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	75015	SIGNAL SIDEARM KIT	369	06/01/2022
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	366	06/01/2022
AB3 Camera Bundle	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	53	06/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	366	06/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	53	06/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	332	06/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	06/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	48	06/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	45	08/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	08/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	45	08/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	2	08/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	100210	VIRTUAL REALITY TABLET REFRESH ONE	5	12/01/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	20373	VIRTUAL REALITY HEADSET REFRESH ONE	15	12/01/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73309	AXON CAMERA REFRESH ONE	381	12/01/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73689	MULTI-BAY BWC DOCK 1ST REFRESH	47	12/01/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73310	AXON CAMERA REFRESH TWO	381	06/01/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73688	MULTI-BAY BWC DOCK 2ND REFRESH	47	06/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	100165	UNLIMITED 3RD-PARTY STORAGE	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	20370	FULL VR TASER 7 ADD-ON USER ACCESS	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73478	REDACTION ASSISTANT USER LICENSE	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73618	CITIZEN FOR COMMUNITIES USER LICENSE	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73680	RESPOND DEVICE PLUS LICENSE	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73681	AXON RECORDS FULL	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73682	AUTO TAGGING LICENSE	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73686	UNLIMITED BWC + CAPTURE STORAGE	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73687	EVIDENCE.COM VIEWER LICENSE	3	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73739	PERFORMANCE LICENSE	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73746	PROFESSIONAL EVIDENCE.COM LICENSE	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	85760	Auto-Transcribe Unlimited Service	369	07/01/2022	06/30/2027
A la Carte	73746	PROFESSIONAL EVIDENCE.COM LICENSE	50	07/01/2022	06/30/2027

Services

Bundle	Item	Description	QTY
2022 UNLIMITED 7+ PREMIUM BUNDLE	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	369
2022 UNLIMITED 7+ PREMIUM BUNDLE	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	80190	Evidence.com Channel Services	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	80223	INACTIVE CHANNEL ACCESS LICENSE	1
A la Carte	85014	AXON 1-DAY SERVICE	1
A la Carte	85144	AXON STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	100198	AXON VR CONTROLLER KIT - WARRANTY	5	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	369	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	12	07/01/2022	06/30/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	47	07/01/2022	06/30/2027

Payment Details

Jul 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - Unlimited7+P	100165	UNLIMITED 3RD-PARTY STORAGE	369	\$52,564.10	\$4,862.18	\$57,426.28
Year 1 - Unlimited7+P	100198	AXON VR CONTROLLER KIT - WARRANTY	5	\$295.83	\$0.00	\$295.83
Year 1 - Unlimited7+P	100210	VIRTUAL REALITY TABLET REFRESH ONE	5	\$838.89	\$77.60	\$916.49
Year 1 - Unlimited7+P	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	369	\$31,538.47	\$2,917.31	\$34,455.78
Year 1 - Unlimited7+P	20188	VR CONTROLLER KIT PELICAN CASE	5	\$158.27	\$14.64	\$172.91
Year 1 - Unlimited7+P	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	5	\$791.39	\$73.20	\$864.59
Year 1 - Unlimited7+P	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	5	\$47.50	\$4.39	\$51.89
Year 1 - Unlimited7+P	20298	VR-ENABLED GLOCK 19 CONTROLLER	5	\$593.55	\$54.90	\$648.45
Year 1 - Unlimited7+P	20370	FULL VR TASER 7 ADD-ON USER ACCESS	369	\$61,324.81	\$5,672.54	\$66,997.35
Year 1 - Unlimited7+P	20373	VIRTUAL REALITY HEADSET REFRESH ONE	15	\$4,532.29	\$419.24	\$4,951.53
Year 1 - Unlimited7+P	20378	HTC FOCUS 3 VR HEADSET	15	\$4,273.49	\$395.30	\$4,668.79
Year 1 - Unlimited7+P	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 1 - Unlimited7+P	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 1 - Unlimited7+P	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	738	\$116.81	\$10.80	\$127.61
Year 1 - Unlimited7+P	73309	AXON CAMERA REFRESH ONE	381	\$44,685.18	\$4,133.38	\$48,818.56
Year 1 - Unlimited7+P	73310	AXON CAMERA REFRESH TWO	381	\$46,313.41	\$4,283.99	\$50,597.40
Year 1 - Unlimited7+P	73478	REDACTION ASSISTANT USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 1 - Unlimited7+P	73618	CITIZEN FOR COMMUNITIES USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 1 - Unlimited7+P	73680	RESPOND DEVICE PLUS LICENSE	369	\$66,581.23	\$0.00	\$66,581.23
Year 1 - Unlimited7+P	73681	AXON RECORDS FULL	369	\$101,623.95	\$0.00	\$101,623.95
Year 1 - Unlimited7+P	73682	AUTO TAGGING LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 1 - Unlimited7+P	73686	UNLIMITED BWC + CAPTURE STORAGE	369	\$84,102.57	\$0.00	\$84,102.57
Year 1 - Unlimited7+P	73687	EVIDENCE.COM VIEWER LICENSE	3	\$142.45	\$0.00	\$142.45
Year 1 - Unlimited7+P	73688	MULTI-BAY BWC DOCK 2ND REFRESH	47	\$12,222.40	\$1,130.57	\$13,352.97
Year 1 - Unlimited7+P	73689	MULTI-BAY BWC DOCK 1ST REFRESH	47	\$11,790.91	\$1,090.66	\$12,881.57
Year 1 - Unlimited7+P	73739	PERFORMANCE LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 1 - Unlimited7+P	73746	PROFESSIONAL EVIDENCE.COM LICENSE	369	\$136,666.72	\$0.00	\$136,666.72
Year 1 - Unlimited7+P	75015	SIGNAL SIDEARM KIT	369	\$14,542.73	\$1,345.20	\$15,887.93
Year 1 - Unlimited7+P	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1 - Unlimited7+P	80190	Evidence.com Channel Services	1	\$791.39	\$0.00	\$791.39
Year 1 - Unlimited7+P	80223	INACTIVE CHANNEL ACCESS LICENSE	1	\$791.39	\$0.00	\$791.39
Year 1 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	369	\$40,894.89	\$3,782.78	\$44,677.67
Year 1 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	12	\$1,329.93	\$123.02	\$1,452.95
Year 1 - Unlimited7+P	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	47	\$9,373.23	\$867.02	\$10,240.25
Year 1 - Unlimited7+P	85760	Auto-Transcribe Unlimited Service	369	\$70,085.48	\$0.00	\$70,085.48
Year 1 - Unlimited7+P	UnlimAll	UNLIMITED BWC + 3RD-PARTY STORAGE	369	\$0.00	\$0.00	\$0.00
Year 1 - Unlimited7+P	VRCK	VR Controller Kit	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	85014	AXON 1-DAY SERVICE	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	85144	AXON STARTER	1	\$0.00	\$0.00	\$0.00
Upfront HW	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	366	\$0.00	\$0.00	\$0.00
Upfront HW	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	53	\$0.00	\$0.00	\$0.00
Upfront HW	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	366	\$0.00	\$0.00	\$0.00
Upfront HW	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	53	\$0.00	\$0.00	\$0.00

Jul 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront HW	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	45	\$0.00	\$0.00	\$0.00
Upfront HW	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	\$0.00	\$0.00
Upfront HW	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	332	\$0.00	\$0.00	\$0.00
Upfront HW	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	\$0.00	\$0.00
Upfront HW	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	48	\$33,552.00	\$3,103.56	\$36,655.56
Upfront HW	74210	AXON BODY 3 - 8 BAY DOCK	45	\$0.00	\$0.00	\$0.00
Upfront HW	74210	AXON BODY 3 - 8 BAY DOCK	2	\$2,990.00	\$276.58	\$3,266.58
Year 1 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	50	\$23,400.00	\$0.00	\$23,400.00
Total				\$985,394.04	\$34,665.22	\$1,020,059.26

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Unlimited7+P	100165	UNLIMITED 3RD-PARTY STORAGE	369	\$52,564.12	\$4,862.18	\$57,426.30
Year 2 - Unlimited7+P	100198	AXON VR CONTROLLER KIT - WARRANTY	5	\$295.82	\$0.00	\$295.82
Year 2 - Unlimited7+P	100210	VIRTUAL REALITY TABLET REFRESH ONE	5	\$838.87	\$77.60	\$916.47
Year 2 - Unlimited7+P	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	369	\$31,538.47	\$2,917.31	\$34,455.78
Year 2 - Unlimited7+P	20188	VR CONTROLLER KIT PELICAN CASE	5	\$158.28	\$14.64	\$172.92
Year 2 - Unlimited7+P	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	5	\$791.39	\$73.20	\$864.59
Year 2 - Unlimited7+P	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	5	\$47.48	\$4.39	\$51.87
Year 2 - Unlimited7+P	20298	VR-ENABLED GLOCK 19 CONTROLLER	5	\$593.54	\$54.90	\$648.44
Year 2 - Unlimited7+P	20370	FULL VR TASER 7 ADD-ON USER ACCESS	369	\$61,324.80	\$5,672.54	\$66,997.34
Year 2 - Unlimited7+P	20373	VIRTUAL REALITY HEADSET REFRESH ONE	15	\$4,532.29	\$419.24	\$4,951.53
Year 2 - Unlimited7+P	20378	HTC FOCUS 3 VR HEADSET	15	\$4,273.51	\$395.30	\$4,668.81
Year 2 - Unlimited7+P	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 2 - Unlimited7+P	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 2 - Unlimited7+P	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	738	\$116.81	\$10.80	\$127.61
Year 2 - Unlimited7+P	73309	AXON CAMERA REFRESH ONE	381	\$44,685.20	\$4,133.38	\$48,818.58
Year 2 - Unlimited7+P	73310	AXON CAMERA REFRESH TWO	381	\$46,313.40	\$4,283.99	\$50,597.39
Year 2 - Unlimited7+P	73478	REDACTION ASSISTANT USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 2 - Unlimited7+P	73618	CITIZEN FOR COMMUNITIES USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 2 - Unlimited7+P	73680	RESPOND DEVICE PLUS LICENSE	369	\$66,581.21	\$0.00	\$66,581.21
Year 2 - Unlimited7+P	73681	AXON RECORDS FULL	369	\$101,623.96	\$0.00	\$101,623.96
Year 2 - Unlimited7+P	73682	AUTO TAGGING LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 2 - Unlimited7+P	73686	UNLIMITED BWC + CAPTURE STORAGE	369	\$84,102.59	\$0.00	\$84,102.59
Year 2 - Unlimited7+P	73687	EVIDENCE.COM VIEWER LICENSE	3	\$142.45	\$0.00	\$142.45
Year 2 - Unlimited7+P	73688	MULTI-BAY BWC DOCK 2ND REFRESH	47	\$12,222.38	\$1,130.57	\$13,352.95
Year 2 - Unlimited7+P	73689	MULTI-BAY BWC DOCK 1ST REFRESH	47	\$11,790.92	\$1,090.66	\$12,881.58
Year 2 - Unlimited7+P	73739	PERFORMANCE LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 2 - Unlimited7+P	73746	PROFESSIONAL EVIDENCE.COM LICENSE	369	\$136,666.70	\$0.00	\$136,666.70
Year 2 - Unlimited7+P	75015	SIGNAL SIDEARM KIT	369	\$14,542.74	\$1,345.20	\$15,887.94
Year 2 - Unlimited7+P	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2 - Unlimited7+P	80190	Evidence.com Channel Services	1	\$791.39	\$0.00	\$791.39
Year 2 - Unlimited7+P	80223	INACTIVE CHANNEL ACCESS LICENSE	1	\$791.39	\$0.00	\$791.39
Year 2 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	369	\$40,894.88	\$3,782.78	\$44,677.66
Year 2 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	12	\$1,329.91	\$123.02	\$1,452.93
Year 2 - Unlimited7+P	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	47	\$9,373.22	\$867.02	\$10,240.24

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - Unlimited7+P	85760	Auto-Transcribe Unlimited Service	369	\$70,085.49	\$0.00	\$70,085.49
Year 2 - Unlimited7+P	UnlimAll	UNLIMITED BWC + 3RD-PARTY STORAGE	369	\$0.00	\$0.00	\$0.00
Year 2 - Unlimited7+P	VRCK	VR Controller Kit	5	\$0.00	\$0.00	\$0.00
Year 2 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	50	\$23,400.00	\$0.00	\$23,400.00
Total				\$948,851.99	\$31,285.08	\$980,137.07

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - Unlimited7+P	100165	UNLIMITED 3RD-PARTY STORAGE	369	\$52,564.12	\$4,862.18	\$57,426.30
Year 3 - Unlimited7+P	100198	AXON VR CONTROLLER KIT - WARRANTY	5	\$295.82	\$0.00	\$295.82
Year 3 - Unlimited7+P	100210	VIRTUAL REALITY TABLET REFRESH ONE	5	\$838.87	\$77.60	\$916.47
Year 3 - Unlimited7+P	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	369	\$31,538.47	\$2,917.31	\$34,455.78
Year 3 - Unlimited7+P	20188	VR CONTROLLER KIT PELICAN CASE	5	\$158.28	\$14.64	\$172.92
Year 3 - Unlimited7+P	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	5	\$791.39	\$73.20	\$864.59
Year 3 - Unlimited7+P	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	5	\$47.48	\$4.39	\$51.87
Year 3 - Unlimited7+P	20298	VR-ENABLED GLOCK 19 CONTROLLER	5	\$593.54	\$54.90	\$648.44
Year 3 - Unlimited7+P	20370	FULL VR TASER 7 ADD-ON USER ACCESS	369	\$61,324.80	\$5,672.54	\$66,997.34
Year 3 - Unlimited7+P	20373	VIRTUAL REALITY HEADSET REFRESH ONE	15	\$4,532.29	\$419.24	\$4,951.53
Year 3 - Unlimited7+P	20378	HTC FOCUS 3 VR HEADSET	15	\$4,273.51	\$395.30	\$4,668.81
Year 3 - Unlimited7+P	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 3 - Unlimited7+P	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 3 - Unlimited7+P	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	738	\$116.81	\$10.80	\$127.61
Year 3 - Unlimited7+P	73309	AXON CAMERA REFRESH ONE	381	\$44,685.20	\$4,133.38	\$48,818.58
Year 3 - Unlimited7+P	73310	AXON CAMERA REFRESH TWO	381	\$46,313.40	\$4,283.99	\$50,597.39
Year 3 - Unlimited7+P	73478	REDACTION ASSISTANT USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 3 - Unlimited7+P	73618	CITIZEN FOR COMMUNITIES USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 3 - Unlimited7+P	73680	RESPOND DEVICE PLUS LICENSE	369	\$66,581.21	\$0.00	\$66,581.21
Year 3 - Unlimited7+P	73681	AXON RECORDS FULL	369	\$101,623.96	\$0.00	\$101,623.96
Year 3 - Unlimited7+P	73682	AUTO TAGGING LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 3 - Unlimited7+P	73686	UNLIMITED BWC + CAPTURE STORAGE	369	\$84,102.59	\$0.00	\$84,102.59
Year 3 - Unlimited7+P	73687	EVIDENCE.COM VIEWER LICENSE	3	\$142.45	\$0.00	\$142.45
Year 3 - Unlimited7+P	73688	MULTI-BAY BWC DOCK 2ND REFRESH	47	\$12,222.38	\$1,130.57	\$13,352.95
Year 3 - Unlimited7+P	73689	MULTI-BAY BWC DOCK 1ST REFRESH	47	\$11,790.92	\$1,090.66	\$12,881.58
Year 3 - Unlimited7+P	73739	PERFORMANCE LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 3 - Unlimited7+P	73746	PROFESSIONAL EVIDENCE.COM LICENSE	369	\$136,666.70	\$0.00	\$136,666.70
Year 3 - Unlimited7+P	75015	SIGNAL SIDEARM KIT	369	\$14,542.74	\$1,345.20	\$15,887.94
Year 3 - Unlimited7+P	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3 - Unlimited7+P	80190	Evidence.com Channel Services	1	\$791.39	\$0.00	\$791.39
Year 3 - Unlimited7+P	80223	INACTIVE CHANNEL ACCESS LICENSE	1	\$791.39	\$0.00	\$791.39
Year 3 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	369	\$40,894.88	\$3,782.78	\$44,677.66
Year 3 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	12	\$1,329.91	\$123.02	\$1,452.93
Year 3 - Unlimited7+P	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	47	\$9,373.22	\$867.02	\$10,240.24
Year 3 - Unlimited7+P	85760	Auto-Transcribe Unlimited Service	369	\$70,085.49	\$0.00	\$70,085.49
Year 3 - Unlimited7+P	UnlimAll	UNLIMITED BWC + 3RD-PARTY STORAGE	369	\$0.00	\$0.00	\$0.00
Year 3 - Unlimited7+P	VRCK	VR Controller Kit	5	\$0.00	\$0.00	\$0.00
Year 3 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	50	\$23,400.00	\$0.00	\$23,400.00

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				\$948,851.99	\$31,285.08	\$980,137.07

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - Unlimited7+P	100165	UNLIMITED 3RD-PARTY STORAGE	369	\$52,564.12	\$4,862.18	\$57,426.30
Year 4 - Unlimited7+P	100198	AXON VR CONTROLLER KIT - WARRANTY	5	\$295.82	\$0.00	\$295.82
Year 4 - Unlimited7+P	100210	VIRTUAL REALITY TABLET REFRESH ONE	5	\$838.87	\$77.60	\$916.47
Year 4 - Unlimited7+P	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	369	\$31,538.47	\$2,917.31	\$34,455.78
Year 4 - Unlimited7+P	20188	VR CONTROLLER KIT PELICAN CASE	5	\$158.28	\$14.64	\$172.92
Year 4 - Unlimited7+P	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	5	\$791.39	\$73.20	\$864.59
Year 4 - Unlimited7+P	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	5	\$47.48	\$4.39	\$51.87
Year 4 - Unlimited7+P	20298	VR-ENABLED GLOCK 19 CONTROLLER	5	\$593.54	\$54.90	\$648.44
Year 4 - Unlimited7+P	20370	FULL VR TASER 7 ADD-ON USER ACCESS	369	\$61,324.80	\$5,672.54	\$66,997.34
Year 4 - Unlimited7+P	20373	VIRTUAL REALITY HEADSET REFRESH ONE	15	\$4,532.29	\$419.24	\$4,951.53
Year 4 - Unlimited7+P	20378	HTC FOCUS 3 VR HEADSET	15	\$4,273.51	\$395.30	\$4,668.81
Year 4 - Unlimited7+P	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 4 - Unlimited7+P	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 4 - Unlimited7+P	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	738	\$116.81	\$10.80	\$127.61
Year 4 - Unlimited7+P	73309	AXON CAMERA REFRESH ONE	381	\$44,685.20	\$4,133.38	\$48,818.58
Year 4 - Unlimited7+P	73310	AXON CAMERA REFRESH TWO	381	\$46,313.40	\$4,283.99	\$50,597.39
Year 4 - Unlimited7+P	73478	REDACTION ASSISTANT USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 4 - Unlimited7+P	73618	CITIZEN FOR COMMUNITIES USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 4 - Unlimited7+P	73680	RESPOND DEVICE PLUS LICENSE	369	\$66,581.21	\$0.00	\$66,581.21
Year 4 - Unlimited7+P	73681	AXON RECORDS FULL	369	\$101,623.96	\$0.00	\$101,623.96
Year 4 - Unlimited7+P	73682	AUTO TAGGING LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 4 - Unlimited7+P	73686	UNLIMITED BWC + CAPTURE STORAGE	369	\$84,102.59	\$0.00	\$84,102.59
Year 4 - Unlimited7+P	73687	EVIDENCE.COM VIEWER LICENSE	3	\$142.45	\$0.00	\$142.45
Year 4 - Unlimited7+P	73688	MULTI-BAY BWC DOCK 2ND REFRESH	47	\$12,222.38	\$1,130.57	\$13,352.95
Year 4 - Unlimited7+P	73689	MULTI-BAY BWC DOCK 1ST REFRESH	47	\$11,790.92	\$1,090.66	\$12,881.58
Year 4 - Unlimited7+P	73739	PERFORMANCE LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 4 - Unlimited7+P	73746	PROFESSIONAL EVIDENCE.COM LICENSE	369	\$136,666.70	\$0.00	\$136,666.70
Year 4 - Unlimited7+P	75015	SIGNAL SIDEARM KIT	369	\$14,542.74	\$1,345.20	\$15,887.94
Year 4 - Unlimited7+P	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4 - Unlimited7+P	80190	Evidence.com Channel Services	1	\$791.39	\$0.00	\$791.39
Year 4 - Unlimited7+P	80223	INACTIVE CHANNEL ACCESS LICENSE	1	\$791.39	\$0.00	\$791.39
Year 4 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	369	\$40,894.88	\$3,782.78	\$44,677.66
Year 4 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	12	\$1,329.91	\$123.02	\$1,452.93
Year 4 - Unlimited7+P	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	47	\$9,373.22	\$867.02	\$10,240.24
Year 4 - Unlimited7+P	85760	Auto-Transcribe Unlimited Service	369	\$70,085.49	\$0.00	\$70,085.49
Year 4 - Unlimited7+P	UnlimAll	UNLIMITED BWC + 3RD-PARTY STORAGE	369	\$0.00	\$0.00	\$0.00
Year 4 - Unlimited7+P	VRCK	VR Controller Kit	5	\$0.00	\$0.00	\$0.00
Year 4 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	50	\$23,400.00	\$0.00	\$23,400.00
Total				\$948,851.99	\$31,285.08	\$980,137.07

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - Unlimited7+P	100165	UNLIMITED 3RD-PARTY STORAGE	369	\$52,564.12	\$4,862.18	\$57,426.30
Year 5 - Unlimited7+P	100198	AXON VR CONTROLLER KIT - WARRANTY	5	\$295.82	\$0.00	\$295.82
Year 5 - Unlimited7+P	100210	VIRTUAL REALITY TABLET REFRESH ONE	5	\$838.87	\$77.60	\$916.47
Year 5 - Unlimited7+P	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	369	\$31,538.47	\$2,917.31	\$34,455.78
Year 5 - Unlimited7+P	20188	VR CONTROLLER KIT PELICAN CASE	5	\$158.28	\$14.64	\$172.92
Year 5 - Unlimited7+P	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	5	\$791.39	\$73.20	\$864.59
Year 5 - Unlimited7+P	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	5	\$47.48	\$4.39	\$51.87
Year 5 - Unlimited7+P	20298	VR-ENABLED GLOCK 19 CONTROLLER	5	\$593.54	\$54.90	\$648.44
Year 5 - Unlimited7+P	20370	FULL VR TASER 7 ADD-ON USER ACCESS	369	\$61,324.80	\$5,672.54	\$66,997.34
Year 5 - Unlimited7+P	20373	VIRTUAL REALITY HEADSET REFRESH ONE	15	\$4,532.29	\$419.24	\$4,951.53
Year 5 - Unlimited7+P	20378	HTC FOCUS 3 VR HEADSET	15	\$4,273.51	\$395.30	\$4,668.81
Year 5 - Unlimited7+P	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 5 - Unlimited7+P	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	10	\$142.45	\$13.18	\$155.63
Year 5 - Unlimited7+P	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	738	\$116.81	\$10.80	\$127.61
Year 5 - Unlimited7+P	73309	AXON CAMERA REFRESH ONE	381	\$44,685.20	\$4,133.38	\$48,818.58
Year 5 - Unlimited7+P	73310	AXON CAMERA REFRESH TWO	381	\$46,313.40	\$4,283.99	\$50,597.39
Year 5 - Unlimited7+P	73478	REDACTION ASSISTANT USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 5 - Unlimited7+P	73618	CITIZEN FOR COMMUNITIES USER LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 5 - Unlimited7+P	73680	RESPOND DEVICE PLUS LICENSE	369	\$66,581.21	\$0.00	\$66,581.21
Year 5 - Unlimited7+P	73681	AXON RECORDS FULL	369	\$101,623.96	\$0.00	\$101,623.96
Year 5 - Unlimited7+P	73682	AUTO TAGGING LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 5 - Unlimited7+P	73686	UNLIMITED BWC + CAPTURE STORAGE	369	\$84,102.59	\$0.00	\$84,102.59
Year 5 - Unlimited7+P	73687	EVIDENCE.COM VIEWER LICENSE	3	\$142.45	\$0.00	\$142.45
Year 5 - Unlimited7+P	73688	MULTI-BAY BWC DOCK 2ND REFRESH	47	\$12,222.38	\$1,130.57	\$13,352.95
Year 5 - Unlimited7+P	73689	MULTI-BAY BWC DOCK 1ST REFRESH	47	\$11,790.92	\$1,090.66	\$12,881.58
Year 5 - Unlimited7+P	73739	PERFORMANCE LICENSE	369	\$31,538.47	\$0.00	\$31,538.47
Year 5 - Unlimited7+P	73746	PROFESSIONAL EVIDENCE.COM LICENSE	369	\$136,666.70	\$0.00	\$136,666.70
Year 5 - Unlimited7+P	75015	SIGNAL SIDEARM KIT	369	\$14,542.74	\$1,345.20	\$15,887.94
Year 5 - Unlimited7+P	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5 - Unlimited7+P	80190	Evidence.com Channel Services	1	\$791.39	\$0.00	\$791.39
Year 5 - Unlimited7+P	80223	INACTIVE CHANNEL ACCESS LICENSE	1	\$791.39	\$0.00	\$791.39
Year 5 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	369	\$40,894.88	\$3,782.78	\$44,677.66
Year 5 - Unlimited7+P	80464	EXT WARRANTY, CAMERA (TAP)	12	\$1,329.91	\$123.02	\$1,452.93
Year 5 - Unlimited7+P	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	47	\$9,373.22	\$867.02	\$10,240.24
Year 5 - Unlimited7+P	85760	Auto-Transcribe Unlimited Service	369	\$70,085.49	\$0.00	\$70,085.49
Year 5 - Unlimited7+P	UnlimAll	UNLIMITED BWC + 3RD-PARTY STORAGE	369	\$0.00	\$0.00	\$0.00
Year 5 - Unlimited7+P	VRCK	VR Controller Kit	5	\$0.00	\$0.00	\$0.00
Year 5 - Axon	73746	PROFESSIONAL EVIDENCE.COM LICENSE	50	\$23,400.00	\$0.00	\$23,400.00
Total				\$948,851.99	\$31,285.08	\$980,137.07

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), 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), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

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

Signature

Date Signed

5/10/2022



ATTENTION

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

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	