AMENDMENT NO. 3 TO CITY OF OLATHE AGREEMENT

This A the City of Ola	mendment is made this athe ("City") and Axon Enterpr	day orise, Inc.	of .("Vendor") (collectiv	_, 2024, by and between rely, the "Parties").
	EAS, the City and Vendor h, 2022 ("the Agreement"), for	•	•	•
addition to th Section 14 of	EAS, Section 2 of the Agreenose listed in Exhibit A to the the Agreement provides that ally agreed to by both Parties;	Agreer	ment when authorize	ed in writing by City and
	EAS, the Parties previous am st the quoted services listed in		-	
NOW A.	THEREFORE, the Parties hereb City agrees to Vendor an a described in Quote Q-52156. Such work constitutes addi Agreement and any prior wr	amount 5-45478 itional	not to exceed \$ 1 3.681JK which is atta serves beyond thos	ched hereto as Exhibit A .
В.	"TASER Device Appendix" a Appendix" are incorporated	and "Ax	on Fleet Appendix	
	OTHER RESPECTS, the terms ect, except as specifically mo		_	
	TNESS WHEREOF, the Parties ear first above written.	have ca	aused this Amendm	ent to be executed as of
		CITY O	F OLATHE, KANSAS	
ATTEST:		Ву:	(Mayor)	
City Clerk			(SEAL)	
APPROVED AS	S TO FORM:			

City Attorney or Deputy/Assistant City Attorney

Axon Enterprise, Inc.

DocuSigned by:

By:

Robert E. Driscoll, Jr.

Robert E. Driscoll, Jr., Deputy General

Counsel

17800 N. 85th St.

Scottsdale, AZ 85255



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

Exhibit A

Q-521565-45478.681JK

Issued: 07/05/2024

Quote Expiration: 07/31/2024

Estimated Contract Start Date: 10/15/2024

Account Number: 107387
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Olathe PD 1200 S HARRISON ST OLATHE, KS 66061-4606 USA	Olathe Police Dept KS PO Box 768 Olathe KS 66051-0768 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jared Klajnbart Phone: (757) 869-2811 Email: jklajnbart@axon.com Fax:	Curtis Bowman Phone: (913) 971-7783 Email: cbowman@olatheks.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,365,109.38
ESTIMATED TOTAL W/ TAX	\$1,365,109.38

Discount Summary

Average Savings Per Year	\$623,203.57		
TOTAL SAVINGS	\$3,116,017.83		

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Payment Summary

i dynioni odnimary			
Date	Subtotal	Tax	Total
Sep 2024	\$67,493.34	\$0.00	\$67,493.34
Sep 2025	\$134,986.70	\$0.00	\$134,986.70
Sep 2026	\$134,986.70	\$0.00	\$134,986.70
Sep 2027	\$513,821.32	\$0.00	\$513,821.32
Sep 2028	\$513,821.32	\$0.00	\$513,821.32
Total	\$1,365,109.38	\$0.00	\$1,365,109.38

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Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$4,481,127.21 \$4,168,976.61 \$1,365,109.38

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

All deliverables ar	e detailed in Delivery Schedules section lower in	propos	sal						
Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$975,496.84)	(\$975,496.84)	\$0.00	(\$975,496.84)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$260,050.43)	(\$260,050.43)	\$0.00	(\$260,050.43)
M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	60	\$258.84	\$216.65	\$150.45	\$1,489,455.00	\$0.00	\$1,489,455.00
Fleet3B	Fleet 3 Basic	8	60	\$148.08	\$161.41	\$138.41	\$66,436.80	\$0.00	\$66,436.80
Fleet3BRe	Fleet 3 Basic Renewal	85	60	\$71.35	\$96.41	\$69.01	\$351,951.00	\$0.00	\$351,951.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	60	\$76.57	\$36.07	\$36.07	\$6,492.60	\$0.00	\$6,492.60
BWCamTAP	Body Worn Camera TAP Bundle	36	60	\$43.70	\$33.80	\$33.80	\$73,008.00	\$0.00	\$73,008.00
A la Carte Hardwa	re								
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8			\$64.00	\$64.00	\$512.00	\$0.00	\$512.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10			\$243.31	\$243.31	\$2,433.10	\$0.00	\$2,433.10
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4			\$243.31	\$243.31	\$973.24	\$0.00	\$973.24
74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8			\$132.00	\$132.00	\$1,056.00	\$0.00	\$1,056.00
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4			\$397.51	\$397.51	\$1,590.04	\$0.00	\$1,590.04
100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8			\$267.00	\$267.00	\$2,136.00	\$0.00	\$2,136.00
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4			\$685.49	\$685.49	\$2,741.96	\$0.00	\$2,741.96
50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT- ZOOM)	3			\$1,231.88	\$1,231.88	\$3,695.64	\$0.00	\$3,695.64
100678	AXON INVESTIGATE - DONGLE - PRO USB	1			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11			\$243.31	\$243.31	\$2,676.41	\$0.00	\$2,676.41
50298	AXON INTERVIEW - CAMERA - OVERT DOME	11			\$992.92	\$992.92	\$10,922.12	\$0.00	\$10,922.12
50295	AXON INTERVIEW - SERVER - PRO	2			\$7,668.11	\$7,668.11	\$15,336.22	\$0.00	\$15,336.22
50322	AXON INTERVIEW - TOUCH PANEL PRO	8			\$3,286.23	\$3,286.23	\$26,289.84	\$0.00	\$26,289.84
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	8	60		\$3,363.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	2			\$1,638.90	\$1,638.90	\$3,277.80	\$0.00	\$3,277.80
AB3C	AB3 Camera Bundle	13			\$789.00	\$789.00	\$10,257.00	\$0.00	\$10,257.00
A la Carte Softwar	re								
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	60		\$27.12	\$0.00	\$0.00	\$0.00	\$0.00
73618	AXON COMMUNITY REQUEST	162	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	60		\$22.57	\$0.00	\$0.00	\$0.00	\$0.00
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	56		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	56		\$32.75	\$32.75	\$3,668.00	\$0.00	\$3,668.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		\$32.98	\$32.98	\$3,957.60	\$0.00	\$3,957.60
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	60		\$28.21	\$28.21	\$6,770.40	\$0.00	\$6,770.40
100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	60		\$282.08	\$179.71	\$10,782.60	\$0.00	\$10,782.60
50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH	8	56		\$1,500.00	\$1,500.00	\$12,000.00	\$0.00	\$12,000.00

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	PANEL-PC							
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	56	\$28.01	\$28.01	\$12,548.48	\$0.00	\$12,548.48
100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	60	\$27.12	\$27.12	\$14,644.80	\$0.00	\$14,644.80
73618	AXON COMMUNITY REQUEST	36	60	\$10.85	\$10.85	\$23,436.00	\$0.00	\$23,436.00
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	60	\$111.75	\$111.75	\$26,820.00	\$0.00	\$26,820.00
73680	AXON RESPOND PLUS - LICENSE	36	60	\$21.48	\$21.48	\$46,396.80	\$0.00	\$46,396.80
80402	AXON RESPOND - LICENSE - FLEET 3	93	60	\$16.92	\$16.92	\$94,413.60	\$0.00	\$94,413.60
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	56	\$110.97	\$110.97	\$111,857.76	\$0.00	\$111,857.76
BasicLicense	Basic License Bundle	12	60	\$16.27	\$16.25	\$11,700.00	\$0.00	\$11,700.00
ProLicense	Pro License Bundle	52	60	\$43.40	\$0.21	\$656.24	\$0.00	\$656.24
A la Carte Services								
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	60	\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1		\$6,786.00	\$6,786.00	\$6,786.00	\$0.00	\$6,786.00
85144	AXON BODY - PSO - STARTER	1		\$13,000.00	\$13,000.00	\$13,000.00	\$0.00	\$13,000.00
85147	AXON TASER - PSO - STARTER	1		\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10		\$7,450.00	\$7,450.00	\$74,500.00	\$0.00	\$74,500.00
A la Carte Warrantie	es							
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	85	48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50448	AXON INTERVIEW - EXT WARRANTY	4	60	\$29.29	\$29.29	\$7,029.60	\$0.00	\$7,029.60
50448	AXON INTERVIEW - EXT WARRANTY	10	45	\$28.54	\$28.54	\$12,843.00	\$0.00	\$12,843.00
11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85		\$213.00	\$213.00	\$18,105.00	\$0.00	\$18,105.00
Total						\$1,365,109,38	\$0.00	\$1,365,109.38

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	15		09/15/2024
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	13		09/15/2024
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	15		09/15/2024
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2		09/15/2024
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2		09/15/2024
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	165	2	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	5	2	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	165		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	5		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	9		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	3300		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	990		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	300		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	165		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	4		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	165		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	165		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	29		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	5		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	330		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3		09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3		09/15/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	8		09/15/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	8		09/15/2024
A la Carte	100678	AXON INVESTIGATE - DONGLE - PRO USB	1		09/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	8		10/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	8		10/15/2024
A la Carte	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8		01/15/2025
A la Carte	50114	AXON INTERVIEW - COVERT ENGEGGGRE - ELECTRICAL GOTEL T	4		01/15/2025
A la Carte	50118	AXON INTERVIEW - GAMERIA - GOVERN GENOOR AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10		01/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4		01/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11		01/15/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4		01/15/2025
A la Carte	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3		01/15/2025
A la Carte	50295	AXON INTERVIEW - SERVER - PRO	2		01/15/2025
A la Carte	50298	AXON INTERVIEW - SERVER - PRO AXON INTERVIEW - CAMERA - OVERT DOME	11		01/15/2025
A la Carte	50322	AXON INTERVIEW - TOUCH PANEL PRO	8		01/15/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8		01/15/2025
A la Carte	74116	AXON INTERVIEW - TOUCH FAIREL WALL MOUNT AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8		01/15/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3		09/01/2025
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAT AXON BODY - TAP REFRESH 1 - CAMERA	37		09/01/2025
body worn carrera far buildle	13309	ANON BOD I - IAF REFRESH I - CAINERA	JI		03/01/2020

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Bundle	Item	Description	QTY Shipping Location	on Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	169	09/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	21	09/01/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	500	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	490	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	500	09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	09/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	03/01/2028
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	37	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	169	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	21	03/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	490	09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	1320	09/15/2028

Software

Software					
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	10/15/2024	10/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73638	AXON STANDARDS - LICENSE	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73680	AXON RESPOND PLUS - LICENSE	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1650	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	165	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	10/15/2024	10/14/2029
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	8	10/15/2024	10/14/2029
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	16	10/15/2024	10/14/2029
Fleet 3 Basic Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	85	10/15/2024	10/14/2029
Fleet 3 Basic Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	170	10/15/2024	10/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	156	10/15/2024	10/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	52	10/15/2024	10/14/2029
A la Carte	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	10/15/2024	10/14/2029
A la Carte	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	10/15/2024	10/14/2029
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	10/15/2024	10/14/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	10/15/2024	10/14/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	10/15/2024	10/14/2029
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	10/15/2024	10/14/2029
A la Carte	73618	AXON COMMUNITY REQUEST	162	10/15/2024	10/14/2029
A la Carte	73618	AXON COMMUNITY REQUEST	36	10/15/2024	10/14/2029
A la Carte	73680	AXON RESPOND PLUS - LICENSE	36	10/15/2024	10/14/2029
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	10/15/2024	10/14/2029
A la Carte	80402	AXON RESPOND - LICENSE - FLEET 3	93	10/15/2024	10/14/2029
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	10/15/2024	10/14/2029
A la Carte	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	02/15/2025	10/14/2029

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Bundle	Item Descr	iption	QTY	Shipping Location	Estimated Delivery Date
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	02/15/2025	10/14/2029
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	02/15/2025	10/14/2029
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	02/15/2025	10/14/2029
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	02/15/2025	10/14/2029

Services

Item	Description	QTY
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	165
101193	AXON TASER - ON DEMAND CERTIFICATION	1
100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	8
73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	8
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162
85144	AXON BODY - PSO - STARTER	1
85147	AXON TASER - PSO - STARTER	1
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10
	100751 101193 100738 73391 11642 85144 85147 85149	100751 AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE 101193 AXON TASER - ON DEMAND CERTIFICATION 100738 AXON FLEET 3 - SIM INSERTION - VZW 4FF 73391 AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED 11642 AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT 85144 AXON BODY - PSO - STARTER 85147 AXON TASER - PSO - STARTER 85149 AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE

Warranties					
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	10/15/2024	10/14/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	36	10/15/2024	10/14/2029
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	85	10/15/2024	10/14/2029
Fleet 3 Basic Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	2	10/15/2024	10/14/2029
A la Carte	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85		
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	4	10/15/2024	10/14/2029
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	85	10/15/2024	09/30/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	165	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	5	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	165	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	29	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	5	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	165	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	4	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	21	09/15/2025	10/14/2029
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	8	09/15/2025	10/14/2029
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	8	09/15/2025	10/14/2029
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	10	01/15/2026	10/14/2029

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Shipping Locations

Location Number	Street	City	State	Zip	Country
	1200 S HARRISON ST	OLATHE	KS	66061-4606	USA
2	1200 S HARRISON ST	OLATHE	KS	66061-4606	USA

Payment Details

Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + PSO	85144	AXON BODY - PSO - STARTER	1	\$13,000.00	\$0.00	\$13,000.00
Upfront Hardware + PSO	85147	AXON TASER - PSO - STARTER	1	\$14,000.00	\$0.00	\$14,000.00
Upfront Hardware + PSO	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$6,786.00	\$0.00	\$6,786.00
Upfront Hardware + PSO	AB3C	AB3 Camera Bundle	13	\$10,257.00	\$0.00	\$10,257.00
Upfront Hardware + PSO	AB3MBD	AB3 Multi Bay Dock Bundle	2	\$3,277.80	\$0.00	\$3,277.80
Upfront Hardware + PSO	Fleet3B	Fleet 3 Basic	8	\$66,436.80	\$0.00	\$66,436.80
Year 1	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$1,021.48	\$0.00	\$1,021.48
Year 1	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$7,003.43	\$0.00	\$7,003.43
Year 1	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$5,156.45	\$0.00	\$5,156.45
Year 1	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$8,658.16	\$0.00	\$8,658.16
Year 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 1	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$5,738.63	\$0.00	\$5,738.63
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$3,237.74	\$0.00	\$3,237.74
Year 1	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$6,000.92	\$0.00	\$6,000.92
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$1,673.77	\$0.00	\$1,673.77
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,754.11	\$0.00	\$1,754.11
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,892.60	\$0.00	\$1,892.60
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$12,825.84	\$0.00	\$12,825.84
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$53,492.53	\$0.00	\$53,492.53
Year 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$760.39	\$0.00	\$760.39
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$1,163.56	\$0.00	\$1,163.56
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$1,279.91	\$0.00	\$1,279.91
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$465.42	\$0.00	\$465.42
Year 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$1,311.26	\$0.00	\$1,311.26
Year 1	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$1,767.33	\$0.00	\$1,767.33
Year 1	50295	AXON INTERVIEW - SERVER - PRO	2	\$7,334.08	\$0.00	\$7,334.08
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$5,223.17	\$0.00	\$5,223.17
Year 1	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$12,572.31	\$0.00	\$12,572.31
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	4	\$3,361.69	\$0.00	\$3,361.69
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	10	\$6,141.77	\$0.00	\$6,141.77
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 1	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00
Year 1	73618	AXON COMMUNITY REQUEST	36	\$11,207.55	\$0.00	\$11,207.55
Year 1	73680	AXON RESPOND PLUS - LICENSE	36	\$22,187.84	\$0.00	\$22,187.84
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$244.85	\$0.00	\$244.85
Year 1	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$505.00	\$0.00	\$505.00
Year 1	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$45,150.40	\$0.00	\$45,150.40
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$35,627.33	\$0.00	\$35,627.33
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	12	\$5,595.17	\$0.00	\$5,595.17

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Sep 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$3,104.88	\$0.00	\$3,104.88
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	36	\$34,913.82	\$0.00	\$34,913.82
Year 1	Fleet3BRe	Fleet 3 Basic Renewal	85	\$168,309.74	\$0.00	\$168,309.7
Year 1	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$712,286.05	\$0.00	\$712,286.0
Year 1	ProLicense	Pro License Bundle	52	\$313.83	\$0.00	\$313.8
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$260,050.43)	\$0.00	(\$260,050.43
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$975,496.84)	\$0.00	(\$975,496.84
Invoice Upon Fulfillment	100678	AXON INVESTIGATE - DONGLE - PRO USB	1	\$0.00	\$0.00	\$0.0
Total				\$67,493.34	\$0.00	\$67,493.3
Oct 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Invoice Upon Fulfillment	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	36	\$0.00	\$0.00	\$0.0
Invoice Upon Fulfillment	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$0.00	\$0.00	\$0.0
Invoice Upon Fulfillment	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	8	\$0.00	\$0.00	\$0.0
Total	L I 200UII	CIVADLE FOUNT K 1300 SHAGLE MODEM KIT	0	\$0.00 \$0.00	\$0.00 \$0.00	\$0.0 \$0.0
Nov 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Invoice Upon Fulfillment	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	85	\$0.00	\$0.00	\$0.0
Total				\$0.00	\$0.00	\$0.0
Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Tota
Year 2	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$115.94	\$0.00	\$115.9
Year 2	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$794.91	\$0.00	\$794.9
Year 2	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$585.27	\$0.00	\$585.2
Year 2	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$982.72	\$0.00	\$982.7
Year 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.0
Year 2	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$651.35	\$0.00	\$651.3
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL	4	\$367.49	\$0.00	\$367.4
Year 2	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$681.12	\$0.00	\$681.1
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$189.98	\$0.00	\$189.9
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$199.10	\$0.00	\$199.1
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$214.82	\$0.00	\$214.8
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$1,455.77	\$0.00	\$1,455.7
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$1,455.77 \$6.071.54	\$0.00	\$1,455.7 \$6.071.5
Year 2	50114		4	\$86.31	\$0.00	\$86.3
Year 2	50118	AXON INTERVIEW - CAMERA - COVERT SENSOR	10	\$132.07	\$0.00	
		AXON INTERVIEW - MIC - WIRED (STANDARD MIC)		\$132.07 \$145.27	\$0.00	\$132.0
Year 2 Year 2	50118 50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11 4	\$145.27 \$52.83	\$0.00 \$0.00	\$145.2 \$52.8
		AXON INTERVIEW - MIC - WIRED (STANDARD MIC)		\$52.83 \$148.83	\$0.00	
Year 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4			\$148.8
Year 2	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$200.60	\$0.00	\$200.6
Year 2	50295	AXON INTERVIEW - SERVER - PRO	2	\$832.44	\$0.00	\$832.4
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$592.84	\$0.00	\$592.8
Year 2	50322	AXON INTERVIEW - TOUCH PANEL PRO		\$1,426.99	\$0.00	\$1,426.9
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	4	\$381.56	\$0.00	\$381.5
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	10	\$697.11	\$0.00	\$697.1
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.0
Year 2	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.0

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Sep 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73618	AXON COMMUNITY REQUEST	36	\$1,272.09	\$0.00	\$1,272.09
Year 2	73680	AXON RESPOND PLUS - LICENSE	36	\$2,518.38	\$0.00	\$2,518.38
Year 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$27.79	\$0.00	\$27.79
Year 2	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$57.32	\$0.00	\$57.32
Year 2	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$5,124.69	\$0.00	\$5,124.69
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$4,043.79	\$0.00	\$4,043.79
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	12	\$635.07	\$0.00	\$635.07
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$352.41	\$0.00	\$352.41
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	36	\$3,962.80	\$0.00	\$3,962.80
Year 2	Fleet3BRe	Fleet 3 Basic Renewal	85	\$19,103.59	\$0.00	\$19,103.59
Year 2	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$80,846.29	\$0.00	\$80,846.29
Year 2	ProLicense	Pro License Bundle	52	\$35.62	\$0.00	\$35.62
Total				\$134,986.70	\$0.00	\$134,986.70

Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$115.94	\$0.00	\$115.94
Year 3	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$794.91	\$0.00	\$794.91
Year 3	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$585.27	\$0.00	\$585.27
Year 3	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$982.72	\$0.00	\$982.72
Year 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 3	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$651.35	\$0.00	\$651.35
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$367.49	\$0.00	\$367.49
Year 3	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$681.12	\$0.00	\$681.12
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$189.98	\$0.00	\$189.98
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$199.10	\$0.00	\$199.10
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$214.82	\$0.00	\$214.82
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$1,455.77	\$0.00	\$1,455.77
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$6,071.54	\$0.00	\$6,071.54
Year 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$86.31	\$0.00	\$86.31
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$132.07	\$0.00	\$132.07
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$145.27	\$0.00	\$145.27
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$52.83	\$0.00	\$52.83
Year 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$148.83	\$0.00	\$148.83
Year 3	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$200.60	\$0.00	\$200.60
Year 3	50295	AXON INTERVIEW - SERVER - PRO	2	\$832.44	\$0.00	\$832.44
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$592.84	\$0.00	\$592.84
Year 3	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$1,426.99	\$0.00	\$1,426.99
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	4	\$381.56	\$0.00	\$381.56
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	10	\$697.11	\$0.00	\$697.11
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 3	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00
Year 3	73618	AXON COMMUNITY REQUEST	36	\$1,272.09	\$0.00	\$1,272.09
Year 3	73680	AXON RESPOND PLUS - LICENSE	36	\$2,518.38	\$0.00	\$2,518.38
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$27.79	\$0.00	\$27.79
Year 3	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$57.32	\$0.00	\$57.32
Year 3	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$5,124.69	\$0.00	\$5,124.69
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$4,043.79	\$0.00	\$4,043.79
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	12	\$635.07	\$0.00	\$635.07
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$352.41	\$0.00	\$352.41

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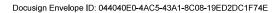
Sep 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	36	\$3,962.80	\$0.00	\$3,962.80
Year 3	Fleet3BRe	Fleet 3 Basic Renewal	85	\$19,103.59	\$0.00	\$19,103.59
Year 3	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$80,846.29	\$0.00	\$80,846.29
Year 3	ProLicense	Pro License Bundle	52	\$35.62	\$0.00	\$35.62
Total				\$134,986.70	\$0.00	\$134,986.70

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$441.32	\$0.00	\$441.32
Year 4	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$3,025.78	\$0.00	\$3,025.78
Year 4	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$2,227.81	\$0.00	\$2,227.81
Year 4	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$3,740.70	\$0.00	\$3,740.70
Year 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 4	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$2,479.33	\$0.00	\$2,479.33
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,398.84	\$0.00	\$1,398.84
Year 4	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT, PER TOUCH PANEL	8	\$2,592.66	\$0.00	\$2,592.66
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$723.14	\$0.00	\$723.14
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$757.85	\$0.00	\$757.85
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$817.68	\$0.00	\$817.68
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,541.31	\$0.00	\$5,541.31
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,111.07	\$0.00	\$23,111.07
Year 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$328.52	\$0.00	\$328.52
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$502.71	\$0.00	\$502.71
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$552.98	\$0.00	\$552.98
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$201.08	\$0.00	\$201.08
Year 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$566.52	\$0.00	\$566.52
Year 4	50293	AXON INTERVIEW - CAMERA - OVERT PTZ (PAN-TILT-ZOOM)	3	\$763.56	\$0.00	\$763.56
Year 4	50295	AXON INTERVIEW - SERVER - PRO	2	\$3,168.64	\$0.00	\$3,168.64
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$2,256.63	\$0.00	\$2,256.63
Year 4	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$5,431,78	\$0.00	\$5,431,78
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	4	\$1,452.39	\$0.00	\$1,452.39
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	10	\$2,653.51	\$0.00	\$2,653.51
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 4	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00
Year 4	73618	AXON COMMUNITY REQUEST	36	\$4.842.14	\$0.00	\$4,842.14
Year 4	73680	AXON RESPOND PLUS - LICENSE	36	\$9,586,10	\$0.00	\$9,586.10
Year 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$105.78	\$0.00	\$105.78
Year 4	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$218.18	\$0.00	\$218.18
Year 4	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$19.506.91	\$0.00	\$19,506.91
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$15.392.54	\$0.00	\$15,392.54
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	12	\$2,417.35	\$0.00	\$2,417.35
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,341.45	\$0.00	\$1,341.45
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	36	\$15,084.27	\$0.00	\$15,084.27
Year 4	Fleet3BRe	Fleet 3 Basic Renewal	85	\$72,717.04	\$0.00	\$72,717.04
Year 4	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$307,738.16	\$0.00	\$307,738.16
Year 4	ProLicense	Pro License Bundle	52	\$135.59	\$0.00	\$135.59
Total	•••		·-	\$513,821.32	\$0.00	\$513,821.32

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Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100134	AXON INTERVIEW - COVERT ENCLOSURE - ELECTRICAL OUTLET	8	\$441.32	\$0.00	\$441.32
Year 5	100673	AXON EVIDENCE - ECOM LICENSE - CONVERSION BASIC TO PRO	9	\$3,025.78	\$0.00	\$3,025.78
Year 5	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	1	\$2,227.81	\$0.00	\$2,227.81
Year 5	11641	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 1YR	85	\$3,740.70	\$0.00	\$3,740.70
Year 5	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	162	\$0.00	\$0.00	\$0.00
Year 5	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	8	\$2,479.33	\$0.00	\$2,479.33
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	\$1,398.84	\$0.00	\$1,398.84
Year 5	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	8	\$2,592.66	\$0.00	\$2,592.66
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$723.14	\$0.00	\$723.14
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$757.85	\$0.00	\$757.85
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$817.68	\$0.00	\$817.68
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	\$5,541.31	\$0.00	\$5,541.31
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	18	\$23,111.07	\$0.00	\$23,111.07
Year 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	\$328.52	\$0.00	\$328.52
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	\$502.71	\$0.00	\$502.71
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	11	\$552.98	\$0.00	\$552.98
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$201.08	\$0.00	\$201.08
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Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	11	\$2,256.63	\$0.00	\$2,256.63
Year 5	50322	AXON INTERVIEW - TOUCH PANEL PRO	8	\$5,431.78	\$0.00	\$5,431.78
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	4	\$1,452.39	\$0.00	\$1,452.39
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	10	\$2,653.51	\$0.00	\$2,653.51
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	162	\$0.00	\$0.00	\$0.00
Year 5	73618	AXON COMMUNITY REQUEST	162	\$0.00	\$0.00	\$0.00
Year 5	73618	AXON COMMUNITY REQUEST	36	\$4,842.14	\$0.00	\$4,842.14
Year 5	73680	AXON RESPOND PLUS - LICENSE	36	\$9,586.10	\$0.00	\$9,586.10
Year 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	8	\$105.78	\$0.00	\$105.78
Year 5	74116	AXON INTERVIEW - ENCLOSURE - FLUSH MOUNT	8	\$218.18	\$0.00	\$218.18
Year 5	80402	AXON RESPOND - LICENSE - FLEET 3	93	\$19,506.91	\$0.00	\$19,506.91
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	10	\$15,392.54	\$0.00	\$15,392.54
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	162	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	12	\$2,417.35	\$0.00	\$2,417.35
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	3	\$1,341.45	\$0.00	\$1,341.45
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	36	\$15,084.27	\$0.00	\$15,084.27
Year 5	Fleet3BRe	Fleet 3 Basic Renewal	85	\$72.717.04	\$0.00	\$72,717.04
Year 5	M00010	BUNDLE - OFFICER SAFETY PLAN 10	165	\$307,738.16	\$0.00	\$307,738.16
Year 5	ProLicense	Pro License Bundle	52	\$135.59	\$0.00	\$135.59
Total				\$513.821.32	\$0.00	\$513.821.32

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/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.

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Docusign Envelope ID: 044040E0-4AC5-43A1-8C08-19ED2DC1F74E	
Exceptions to Standard Terms and Conditions	
Agency has existing contract(s) originated via Quote(s):	
Q-423213, Q-422733, Q-438863, Q-501643, Q-514278	
Agency is terminating those contracts effective 10/15/2024. Any fees or credits due to or from Axon.	y change in this date will result in modification of the program value which may result in additional
The parties agree that Axon is applying a Net Transfer Credit o	f (\$1,235,547.27) to the quote for paid but undelivered items.
Signature	Date Signed
7/5/2024	

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EXHIBIT B

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

- <u>Duty Cartridge Replenishment Plan</u>. If the Quote includes "<u>Duty Cartridge Replenishment Plan</u>",
 Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the
 line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon
 will only replace cartridges used in the line of duty.
- 2. <u>Training</u>. If the Quote includes a TASER On Demand Certification subscription, Customer will have ondemand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
- 3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
- 4. <u>Trade-in</u>. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer</u> Size	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

- TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device
 purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10
 begins on the OSP 7/10 start date.
- 6. <u>Access Rights</u>. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
- 7. <u>Customer Warranty.</u> If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
- 8. <u>Purchase Order.</u> To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

- 9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
- 10. <u>Termination</u>. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1.TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

- 1. Customer Responsibilities.
 - 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
 - 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.
- 2. <u>Cradlepoint</u>. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.
- 3. <u>Third-party Installer</u>. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

- 4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. Restrictions. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. Updates. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

- 5.1. <u>License Grant</u>. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. Restrictions. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access

or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

- 6. Acceptance Checklist. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
- 7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
- 8. <u>Axon Fleet Termination</u>. Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

- 1. <u>License Grant</u>. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
- 2. Third-Party Licenses. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
- 3. Restrictions on Use. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
- 4. <u>Term</u>. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
- 5. <u>Title</u>. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
- 6. <u>Copies</u>. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
- 7. <u>Actions Required Upon Termination</u>. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("Software Documentation") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
- 8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. <u>U.S. Government Restricted Rights</u>. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.