

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **AXON ENTERPRISE INC. (formerly known as TASER INTERNATIONAL, INC.)**, an Arizona corporation whose address is 17800 North 85th Street, Scottsdale, Arizona 85255 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**WHEREAS**, the Parties entered into Agreement dated July 28, 2015 (the “Agreement”) to acquire equipment, software, hardware and data storage for the Denver Police Department Body Camera Program.

**WHEREAS**, the Parties wish to amend the Agreement to extend the term, increase the compensation to the Contractor and add additional terms and conditions.

**NOW THEREFORE**, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 13 of the Agreement entitled **WARRANTIES, REPRESENTATIONS AND COVENANTS** Sub-paragraph 13.7 entitled “**Most Favored Customer Warranty**” is removed in its entirety.
2. Article 19 of the Agreement entitled “**TERM**” is amended to read as follows:

“**19. TERM:** The term of the Agreement is from July 1, 2015 through December 15, 2025. Purchases of body worn cameras will be accompanied by a corresponding quantity of Evidence.com subscription licenses. Licenses will be prorated based on the time of activation and through the end of this amended Term, to be billed annually.”
3. Section 20 of the Agreement entitled **COMPENSATION AND PAYMENT** Sub-paragraph 20.4.1 entitled “**Maximum Contract Liability**” is amended to read as follows:

“**20. COMPENSATION AND PAYMENT:**

**20.4. Maximum Contract Liability:**

20.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWENTY-TWO MILLION NINETY SEVEN THOUSAND SIX HUNDRED FIFTY DOLLARS AND TEN CENTS (\$22,097,650.10)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibits A, B and C and the attachments hereto. Any services performed beyond those in Exhibits A, B and attachments hereto are performed at Contractor’s risk

and without authorization under the Agreement. Appendix 1 and the attached Quotes are incorporated herein.”

4. As herein amended, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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**Contract Control Number:** POLIC-202054764-01[POLIC-201522654-01]  
**Contractor Name:** AXON ENTERPRISE INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

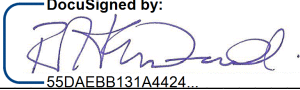
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By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

POLIC-202054764-01[POLIC-201522654-01]  
AXON ENTERPRISE INC

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

Name: Robert Driscoll  
(please print)

Title: VP, Associate General Counsel  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## APPENDIX 1

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The Parties therefore agree as follows:

**1**     **Definitions.**

“**Agency**” means the City and County of Denver, Colorado.

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency’s purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

**2**     **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated (“**Term**”).

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

Upon completion of the Subscription Term, the Subscription Term may renew upon written agreement of the parties for an additional 5 years (“**Renewal Term**”). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. 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.

**4**     **Additional Purchases.** The Agency may purchase additional quantities during the Term at Axon’s current MSRP as defined in Section 16, less a 15% discount.

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

**6**     **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB delivery via common carrier. Title and risk of loss pass to Agency upon Axon’s delivery to the Agency. Agency is responsible for any shipping charges in the Quote.

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

**8**     **Warranty.**

**8.1**     **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency’s receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency’s receipt. Used conducted

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energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon’s warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

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

If Agency exchanges a device or part, the replacement item becomes Agency’s property, and the replaced item becomes Axon’s property. Before delivering a Axon Device for service, Agency must upload Axon 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 Device sent to Axon for service.

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

- 8.4 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.

**8.4.1 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.**

**8.4.2** With the exception of Axon’s obligations to indemnify Agency, and claims arising from bodily injury, death or damage to property, Axon’s cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed \$10,000,000.00. For claims arising from bodily injury, death or damage to property, Axon’s cumulative liability to any Party or person will not exceed amounts paid by the Agency under the Agreement or \$10,000,000.00, whichever is greater. In no event will either Party be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

- 9 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 out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

- 10 Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.

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Department: Legal

Version: 11.0

Release Date: 8/6/2020

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- 11 **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.
  - 12 **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.
  - 13 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
  - 14 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
  - 15 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
  - 16 **Effect of Termination**.  
Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon TASER 7 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 the TASER 7 devices received and amounts paid towards those TASER 7 devices, less the average discount provided for on the Quote. Only if terminating for non-appropriation, Agency may return the TASER 7 devices to Axon within 30 days of termination. MSRP is the standalone price of the individual TASER 7 at the time of sale. For bundled TASER 7 devices, MSRP is the standalone price of all individual components.



## Master Services and Purchasing Agreement

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### Axon Cloud Services Terms of Use Appendix

#### 1 **Definitions.**

**“Agency Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

**“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**“Non-Content Data”** is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

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

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.

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

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

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services



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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.

- 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;
  - 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 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 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, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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### Professional Services Appendix

**1 Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

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

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

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

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

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

**4 Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm



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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

- 5 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 6 **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.
- 7 **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.
- 8 **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. 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
- 9 **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 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.
- 10 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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### Technology Assurance Plan Appendix

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

- 1 **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 after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“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 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 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 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 45 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

### TASER 7 Appendix

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

- 1 **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 2 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
- 3 **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
- 4 **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

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

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying



## Master Services and Purchasing Agreement

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information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 8** **Termination.** If payment for TASER 7 is more than 45 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



## Master Services and Purchasing Agreement

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### Axon Aware Appendix

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

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

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

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

- 2 Scope of Axon Aware.** The scope of Axon Aware is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Aware outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Aware to better meet Agency's needs.

- 3 Axon Body 3 LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 Axon Fleet 3 LTE Requirements.** Axon Aware 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 Aware Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

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 Aware or bundles that include Axon Aware, Axon will end Aware services, including any Axon-provided LTE service.





# AXON

**Denver Police Department - CO**

**AXON SALES REPRESENTATIVE**

Ben Rubke

(415) 314-9573

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

**ISSUED**

10/29/2020

**Q-267429-44133.866BR**

Issued: 10/29/2020

Quote Expiration: 12/31/2020

Account Number: 108689

Payment Terms: Net 30  
Delivery Method: Fedex - Ground**Axon Enterprise, Inc.**  
17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737**SALES REPRESENTATIVE**

Ben Rubke

Phone: (415) 314-9573

Email: brubke@axon.com

Fax:

**PRIMARY CONTACT**

Ian Culverhouse

Phone: (720) 913-2000

Email: ian.culverhouse@denvergov.org

**SHIP TO**Ian Culverhouse  
Denver Police Department - CO  
1331 Cherokee St Rm 106  
Denver, CO 80204  
US**BILL TO**Denver Police Department - CO  
PO Box 40098  
Denver, CO 80204  
US**GAP Coverage #5510**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	1,670	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	2	1,670	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2	6,680	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2	150	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	50	0.00	0.00	0.00
<b>Other</b>						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	2	1,670	178.00	139.32	232,664.40
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	2	50	78.00	77.91	3,895.50
Subtotal						236,559.90
Estimated Shipping						0.00
Estimated Tax						0.00
Total						236,559.90

## Year 1 - OSP 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1,000	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	2	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	60	20	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	1,000	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	1,000	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	10,000	0.00	0.00	0.00
73449	AWARE LICENSE	60	1,000	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	1,000	0.00	0.00	0.00
<b>Hardware</b>						
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER		100	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		900	0.00	0.00	0.00
75015	SIGNAL SIDEARM KIT		1,000	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		4	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		2,000	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		2,000	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)		2,000	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		2,000	0.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		1,000	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		1,000	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		1,200	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		1,200	0.00	0.00	0.00

**Year 1 - OSP 7 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		20	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		10	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		10	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		10	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		50	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		3,000	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		3,000	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		3	750.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		10	1,500.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		10	300.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		10	43.90	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		2,000	0.00	0.00	0.00
<b>Other</b>						
73810	OFFICER SAFETY PLAN 7	60	1,000	0.00	0.00	0.00
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	1,000	1,908.00	1,144.76	1,144,760.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		10	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	1,000	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	1,000	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		10	0.00	0.00	0.00
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	60	1,000	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73266	TRANSFERRED AB3 MULTI-BAY DOCK TAP WARRANTY	60	125	0.00	0.00	0.00

**Year 1 - OSP 7 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		20	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		4	495.00	0.00	0.00
<b>Services</b>						
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING		1	17,000.00	17,000.00	17,000.00
					Subtotal	1,161,760.00
					Estimated Tax	0.00
					Total	1,161,760.00

**Year 1 - Unlimited**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	60	670	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	670	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	2,680	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	60	150	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60	50	0.00	0.00	0.00
73449	RESPOND DEVICE LICENSE	60	670	0.00	0.00	0.00
<b>Hardware</b>						
75015	SIGNAL SIDEARM KIT		670	249.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		1,340	0.00	0.00	0.00
<b>Other</b>						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	670	1,068.00	206.33	138,241.10
73265	TRANSFERRED AB3 CAMERA TAP WARRANTY	60	670	0.00	0.00	0.00
73266	TRANSFERRED AB3 MULTI-BAY DOCK TAP WARRANTY	60	84	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	50	468.00	0.00	0.00

**Year 1 - Unlimited (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
73665	RESPOND DEVICE PAYMENT	12	670	108.00	0.00	0.00
					Subtotal	138,241.10
					Estimated Tax	0.00
					Total	138,241.10

**Year 1 - Docks**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	30	194	885.00	0.00	0.00
<b>Other</b>						
73689	MULTI-BAY BWC DOCK 1ST REFRESH		194	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Spares**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R		33	1,720.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		33	300.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 2 - OSP 7**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		2,000	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		2,000	0.00	0.00	0.00
<b>Other</b>						
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	1,000	1,908.00	1,500.00	1,500,000.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00

**Year 2 - OSP 7 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		10	0.00	0.00	0.00
					Subtotal	1,500,000.00
					Estimated Tax	0.00
					Total	1,500,000.00

**Year 2 - Unlimited**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	670	1,068.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	50	468.00	0.00	0.00
73665	RESPOND DEVICE PAYMENT	12	670	108.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

**Year 3 - OSP 7**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22178	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART		2,000	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3		2,000	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		2,000	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		2,000	0.00	0.00	0.00
<b>Other</b>						
73309	AXON BODY CAMERA REFRESH ONE		1,000	0.00	0.00	0.00
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	1,000	1,908.00	1,764.00	1,764,000.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		125	0.00	0.00	0.00

**Year 3 - OSP 7 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		10	0.00	0.00	0.00
					Subtotal	1,764,000.00
					Estimated Tax	0.00
					Total	1,764,000.00

**Year 3 - Unlimited**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	670	1,068.00	1,720.35	1,152,634.50
73309	AXON BODY CAMERA REFRESH ONE		670	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		84	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	50	468.00	468.00	23,400.00
73665	RESPOND DEVICE PAYMENT	12	670	108.00	0.00	0.00
					Subtotal	1,176,034.50
					Estimated Tax	0.00
					Total	1,176,034.50

**Year 4 - OSP 7**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		2,000	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		2,000	0.00	0.00	0.00
<b>Other</b>						
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	1,000	1,908.00	1,764.00	1,764,000.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		10	0.00	0.00	0.00
					Subtotal	1,764,000.00
					Estimated Tax	0.00
					Total	1,764,000.00



**Year 4 - Unlimited**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	670	1,068.00	1,720.35	1,152,634.50
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	50	468.00	468.00	23,400.00
73665	RESPOND DEVICE PAYMENT	12	670	108.00	0.00	0.00
					Subtotal	1,176,034.50
					Estimated Tax	0.00
					Total	1,176,034.50

**Year 5 - OSP 7**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)		2,000	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)		2,000	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		2,000	38.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		2,000	38.00	0.00	0.00
<b>Other</b>						
73310	AXON BODY CAMERA REFRESH TWO		1,000	0.00	0.00	0.00
73811	OFFICER SAFETY PLAN 7 PAYMENT	12	1,000	1,908.00	1,764.00	1,764,000.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		10	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		125	0.00	0.00	0.00
					Subtotal	1,764,000.00
					Estimated Tax	0.00
					Total	1,764,000.00

**Year 5 - Unlimited**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	12	670	1,068.00	1,720.35	1,152,634.50
73310	AXON BODY CAMERA REFRESH TWO		670	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		84	0.00	0.00	0.00
73837	EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT	12	50	468.00	468.00	23,400.00
73665	RESPOND DEVICE PAYMENT	12	670	108.00	0.00	0.00
					Subtotal	1,176,034.50
					Estimated Tax	0.00
					Total	1,176,034.50

<b>Grand Total</b>	<b>11,856,664.50</b>
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## Discounts (USD)

Quote Expiration: 12/31/2020

List Amount	14,494,609.00
<b>Discounts</b>	<b>2,637,944.50</b>
<b>Total</b>	<b>11,856,664.50</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
GAP Coverage #5510	236,559.90
Year 1 - OSP 7	1,161,760.00
Year 1 - Unlimited	138,241.10
Year 1 - Docks	0.00
Spares	0.00
Year 2 - OSP 7	1,500,000.00
Year 2 - Unlimited	0.00
Year 3 - OSP 7	1,764,000.00
Year 3 - Unlimited	1,176,034.50
Year 4 - OSP 7	1,764,000.00



## Summary of Payments (Continued)

Payment	Amount (USD)
Year 4 - Unlimited	1,176,034.50
Year 5 - OSP 7	1,764,000.00
Year 5 - Unlimited	1,176,034.50
<b>Grand Total</b>	<b>11,856,664.50</b>

**Notes**

Agency has existing contract #00005510 (originated via quotes Q-33239, Q-99590, Q-205396, Q-147659, and Q-230558.) and is terminating the aforementioned quotes upon the new license start date (12/15/2020) of this quote.

Assuming this quote is executed on or before 12/15/2020 the agency will not be liable for their Year 6 billing (due 10/15/2020) from contract #00005510, the agency will still be liable for any other outstanding invoices due to Axon, including but not limited to Years 4 & 5 from contract #00005510. The cost of 2 months of services from 10/15/2020-12/15/2020 will be captured in the Gap Coverage group of this quote.

If this quote is not executed on or before 12/15/2020 the agency will be required to pay the Year 6 invoice due 10/15/2020 along with any other outstanding invoices due to Axon, including but not limited to Years 4 & 5 from contract #00005510.

Agency is electing to continue using existing HW deployed on contract #00005510.

1,550 BWCs and 194 docks from contract #00005510 will be allotted 1 refresh that must be taken within the period of 12/15/2020 - 6/30/2021, this is the second and final refresh from contract #00005510.

"Year 1 - Docks" group in this quote contains 30 months of TAP payments previously removed from Denver PD's contract. This group will allow for the 194 docks referenced above to be replaced within the 12/15/2020 - 6/30/2021 time period.

The 1,550 BWCs and 194 docks will continue to be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 more replacements at 30 and 60-month mark of this new contract.

The 120 total cameras deployed on Q-205396 & Q-230558 will continue to be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements at 30 and 60-month mark of this contract.

For point of clarification, CEW Full Service with Instructor Training (Sku 85168) includes TASER 7 CEW Instructor Training for up to 10 CEW instructors.

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

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



# ATTENTION

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

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

**Axon Enterprise, Inc.***Protect Life.*

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



**Elias Diggins**  
 (252) 583-8201  
 (252) 583-2698

**Quotation**

**Quote:** Q-266744-2  
**Date:** 11/4/2020 2:14 PM  
**Quote Expiration:** 12/31/2020  
**Contract Start Date\*:** 1/1/2021  
**Contract Term:** 5 years

**AX Account Number:**  
 107431

**Bill To:**  
 Denver County Sheriff's Office - CO  
 PO Box 1108  
 Denver, CO 80201  
 US

**Ship To:**  
 Elias Diggins  
 Denver County Sheriff's Office - CO  
 10500 Smith Road  
 Denver, CO 80239  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ben Rubke	(415) 314-9573	brubke@axon.com	Fedex - Ground	Net 30

\*Note this will vary based on the shipment date of the product.

Year 1 - Phase 1

Due Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
10	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,563.00	USD 15,630.00
10	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 43.90	USD 439.00
10	87054	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	USD 0.00	USD 0.00
130	73746	PROFESSIONAL EVIDENCE.COM LICENSE	USD 0.00	USD 0.00
130	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	USD 0.00	USD 0.00
520	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	USD 0.00	USD 0.00
130	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 924.15	USD 120,139.50
130	87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	USD 0.00	USD 0.00
130	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 361.00	USD 46,930.00
130	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
150	74028	WING CLIP MOUNT, AXON RAPIDLOCK	USD 0.00	USD 0.00
1	85055	AXON FULL SERVICE	USD 17,000.00	USD 17,000.00
15	73746	PROFESSIONAL EVIDENCE.COM LICENSE	USD 0.00	USD 0.00
15	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	USD 0.00	USD 0.00
60	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
15	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 16,020.00
<b>Year 1 - Phase 1 Discount:</b>				USD 39,630.50
<b>Year 1 - Phase 1 Net Amount Due:</b>				USD 216,158.50

Year 1 - TAP Refresh

Due Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
15	87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	USD 0.00	USD 0.00
15	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
20	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
15	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
<b>Year 1 - TAP Refresh Net Amount Due:</b>				USD 0.00

Spares

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
20	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
20	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
20	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
20	87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	USD 0.00	USD 0.00
<b>Spares Discount:</b>				USD 10,440.00
<b>Spares Net Amount Due:</b>				USD 0.00

Year 2 - Phase 1

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
130	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 138,840.00
15	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 16,020.00
<b>Year 2 - Phase 1 Net Amount Due:</b>				USD 154,860.00

Year 2 - Phase 2

Due Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
20	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,563.00	USD 31,260.00
20	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 43.90	USD 878.00
20	87054	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	USD 0.00	USD 0.00
150	73746	PROFESSIONAL EVIDENCE.COM LICENSE	USD 0.00	USD 0.00
150	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	USD 0.00	USD 0.00
600	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	USD 0.00	USD 0.00
150	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 160,200.00
150	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	USD 430.20	USD 64,530.00
150	87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	USD 0.00	USD 0.00
150	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 522.00	USD 78,300.00
165	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
150	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
<b>Year 2 - Phase 2 Net Amount Due:</b>				USD 335,168.00



## Year 2 - Phase 3

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
20	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,563.00	USD 31,260.00
20	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 43.90	USD 878.00
20	87054	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	USD 0.00	USD 0.00
150	73746	PROFESSIONAL EVIDENCE.COM LICENSE	USD 0.00	USD 0.00
150	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	USD 0.00	USD 0.00
600	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	USD 0.00	USD 0.00
150	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 534.00	USD 80,100.00
150	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	USD 645.30	USD 96,795.00
150	87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	USD 0.00	USD 0.00
150	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 522.00	USD 78,300.00
165	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
150	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
<b>Year 2 - Phase 3 Net Amount Due:</b>				USD 287,333.00

## Year 3 - Phase 1

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
10	73689	MULTI-BAY BWC DOCK 1ST REFRESH	USD 0.00	USD 0.00
130	73309	AXON CAMERA REFRESH ONE	USD 0.00	USD 0.00
130	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 138,840.00
15	73309	AXON CAMERA REFRESH ONE	USD 0.00	USD 0.00
15	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 16,020.00
<b>Year 3 - Phase 1 Net Amount Due:</b>				USD 154,860.00

## Year 3 - Phase 2

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
20	73689	MULTI-BAY BWC DOCK 1ST REFRESH	USD 0.00	USD 0.00
150	73309	AXON CAMERA REFRESH ONE	USD 0.00	USD 0.00
150	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 160,200.00
<b>Year 3 - Phase 2 Net Amount Due:</b>				USD 160,200.00

## Year 3 - Phase 3

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
20	73689	MULTI-BAY BWC DOCK 1ST REFRESH	USD 0.00	USD 0.00
150	73309	AXON CAMERA REFRESH ONE	USD 0.00	USD 0.00
150	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 160,200.00
<b>Year 3 - Phase 3 Net Amount Due:</b>				USD 160,200.00

## Year 3 - Phase 4

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
19	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,563.00	USD 29,697.00
19	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 43.90	USD 834.10
19	87054	TECH ASSURANCE PLAN 6-BAY BODY 2 DOCK WARRANTY	USD 0.00	USD 0.00
110	73746	PROFESSIONAL EVIDENCE.COM LICENSE	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
110	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	USD 0.00	USD 0.00
440	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	USD 0.00	USD 0.00
110	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 117,480.00
110	73843	UNLIMITED EVIDENCE.COM TAP BUNDLE TRUE UP PAYMENT YEAR 1	USD 860.40	USD 94,644.00
110	87064	TECH ASSURANCE PLAN BODY 2 CAMERA WARRANTY	USD 0.00	USD 0.00
110	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 522.00	USD 57,420.00
132	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
110	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
<b>Year 3 - Phase 4 Net Amount Due:</b>				USD 300,075.10

## Year 4 - Phase 1

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
130	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 138,840.00
15	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 16,020.00
<b>Year 4 - Phase 1 Net Amount Due:</b>				USD 154,860.00

## Year 4 - Phase 2

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
150	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 160,200.00
<b>Year 4 - Phase 2 Net Amount Due:</b>				USD 160,200.00

## Year 4 - Phase 3

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
150	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 160,200.00
<b>Year 4 - Phase 3 Net Amount Due:</b>				USD 160,200.00

## Year 4 - Phase 4

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
110	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 117,480.00
<b>Year 4 - Phase 4 Net Amount Due:</b>				USD 117,480.00

## Year 5 - Phase 1

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
10	73688	MULTI-BAY BWC DOCK 2ND REFRESH	USD 0.00	USD 0.00
130	73310	AXON CAMERA REFRESH TWO	USD 0.00	USD 0.00
130	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 138,840.00
15	73310	AXON CAMERA REFRESH TWO	USD 0.00	USD 0.00
15	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 16,020.00
<b>Year 5 - Phase 1 Net Amount Due:</b>				USD 154,860.00

## Year 5 - Phase 2

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
20	73688	MULTI-BAY BWC DOCK 2ND REFRESH	USD 0.00	USD 0.00
150	73310	AXON CAMERA REFRESH TWO	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
150	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 160,200.00
<b>Year 5 - Phase 2 Net Amount Due:</b>				USD 160,200.00

Year 5 - Phase 3

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
20	73688	MULTI-BAY BWC DOCK 2ND REFRESH	USD 0.00	USD 0.00
150	73310	AXON CAMERA REFRESH TWO	USD 0.00	USD 0.00
150	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 160,200.00
<b>Year 5 - Phase 3 Net Amount Due:</b>				USD 160,200.00

Year 5 - Phase 4

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
110	73310	AXON CAMERA REFRESH TWO	USD 0.00	USD 0.00
19	73688	MULTI-BAY BWC DOCK 2ND REFRESH	USD 0.00	USD 0.00
110	73842	UNLIMITED EVIDENCE.COM TAP BUNDLE PAYMENT	USD 1,068.00	USD 117,480.00
<b>Year 5 - Phase 4 Net Amount Due:</b>				USD 117,480.00

**Grand Total** USD 2,954,334.60

## Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Agency has existing contract #14195(originated via Q-138043) and is terminating that contract upon the new license start date (1/1/2021) of this quote.

Assuming agency's Year 4 billing is paid. The parties agree that Axon is granting a refund of \$12,946.50 (applied to Year #1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 12/1/2020-12/15/2020, resulting in a 1/1/2021 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and docking station hardware contained in TAP #00014195 reflects a TAP replacement for hardware purchased under existing contract #14195. All TAP obligations from this contract will be considered fulfilled upon the execution of this quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60-month marks of this new contract.

Quote: Q-266744-2

Please sign and email to Ben Rubke at [brubke@axon.com](mailto:brubke@axon.com) or fax to

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