

CIP No. DocuSigned by: Project No. Finance
 Dept. No./MOU Matthew Burns City Engineer 08DD28DC7421...



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

Attorney DocuSigned by:
Don Huber
 City Engineer

Q-173230-43283.879JM

Issued: 07/02/2018

Quote Expiration: 07/20/2018

Account Number: 308043

Start Date: 07/02/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Joseph Marioni

Phone: (480) 515-6328

Email: jmarioni@taser.com

Fax: (480) 360-7713

PRIMARY CONTACT

Kara Scherbring

Phone: (605) 367-8832

Email: kscherbring@siouxfalls.org

SHIP TO

Kara Scherbring
 Sioux Falls Police Dept. - SD
 320 W. 4TH ST.
 SIOUX FALLS, SD 57104
 US

BILL TO

Sioux Falls Police Dept. - SD
 320 W. 4TH ST.
 SIOUX FALLS, SD 57104
 US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88135	UCP SMART - YEAR 1 PAYMENT	7	128.00	128.00	896.00
Hardware					
22003	YELLOW X2 CEW, HANDLE	7	1,170.00	1,170.00	8,190.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	7	75.00	75.00	525.00
22157	25 FT NON-CONDUCTIVE TRAINING SMART CARTRIDGE, X2	21	0.00	0.00	0.00
22151	25 FT SMART CARTRIDGE, X2	21	0.00	0.00	0.00
22011	APPM, AUTOMATIC SHUT-DOWN BATTERY PACK, X2/X26P	7	75.00	0.00	0.00
Subtotal					9,611.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					9,611.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88136	UCP SMART - YEAR 2 PAYMENT	7	128.00	128.00	896.00
Subtotal					896.00
Estimated Tax					0.00
Total					896.00

Q-173230-43283.879JM

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Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88137	UCP SMART - YEAR 3 PAYMENT	7	128.00	128.00	896.00
				Subtotal	896.00
				Estimated Tax	0.00
				Total	896.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88138	UCP SMART - YEAR 4 PAYMENT	7	128.00	128.00	896.00
				Subtotal	896.00
				Estimated Tax	0.00
				Total	896.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88139	UCP SMART - YEAR 5 PAYMENT	7	128.00	128.00	896.00
				Subtotal	896.00
				Estimated Tax	0.00
				Total	896.00

Grand Total	13,195.00
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Discounts (USD)

Quote Expiration: 07/20/2018

List Amount	13,720.00
Discounts	525.00
Total	13,195.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	9,611.00
Year 2	896.00
Year 3	896.00
Year 4	896.00
Year 5	896.00
Grand Total	13,195.00

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: *Erica L. Beck* Date: 08-08-18
Name (Print): Erica L. Beck Title: Chief of Staff
PO# (Or write N/A): _____

Please sign and email to Joseph Marioni at jmarioni@taser.com or fax to (480) 360-7713

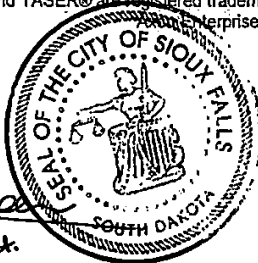
Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-173230-43283.879JM

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ATTEST:

Tamara Jorgensen
City Clerk, asst.



Q-173230-43283.879JM

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Axon Enterprise, Inc.'s Unlimited Cartridge Plan Terms and Conditions

These Axon Enterprise, Inc. (**Axon**) Unlimited Cartridge Plan Terms and Conditions (**Agreement**) apply to your (**Agency**) purchase under the Axon Unlimited Cartridge Plan (**UCP**). In the initial delivery, and each year thereafter, the Agency will receive 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing UCP for use with TASER CAM, the Agency will not receive the PPM or a substitute.

1. **UCP Term.** The UCP Term start date is based upon the ship date of the initial delivery (**Start Date**) The UCP Term will end 5 years after the Start Date (**Term**).
2. **UCP Requirements.** In order to make a purchase under the UCP, the Agency must purchase the UCP for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a CEW in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the UCP. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the UCP on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. Additional users may be added during the term. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.

4. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
5. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
7. **Hardware Limited Warranty.** Axon warrants its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated



Axon Enterprise, Inc.'s Unlimited Cartridge Plan Terms and Conditions

properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

8. **Warranty Limitations.**

The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

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

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 the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, 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. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

10. **Product Warnings.** See our website at www.axon.com for the most current product warnings.

11. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. TASER may replace end of life products with the next generation of that product without notifying the Agency

12. **UCP Termination.**

- a. **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the



Axon Enterprise, Inc.'s Unlimited Cartridge Plan Terms and Conditions

event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.

- b. **By the Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year. In the event the Agency terminates this Agreement after the Agency receives the PPM, the Agency will be invoiced and obligated to pay for the remainder of the MSRP for the PPM received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the PPM to Axon within 30 days of the date of termination.
 - c. **Effect of Termination.** Upon termination for any reason, Axon will discontinue shipments to the Agency on the effective date of termination.
13. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
14. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
15. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
16. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
17. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
18. **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
19. **Entire Agreement.** This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

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Page 3 of 3