



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.

Notwithstanding anything in this Agreement, the Standard Conditions and Terms attached hereto as Appendix A are fully incorporated in this Agreement, the Quote and any future quote hereunder. Any inconsistency between the terms of this Agreement, the Quote or any future quote hereunder and Appendix A shall be resolved in favor of Appendix A.

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.

The Agency may reject nonconforming items by providing Axon written notice of rejection within 30 days of



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delivery. Failure to notify Axon within the 30 day rejection period may be deemed as acceptance of Product.

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 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 warranty claims, demands, or actions arising out of or relating to any Axon product will not exceed two times the purchase price paid to Axon for the product or if for services, two times the amount paid for such services over the prior 12 months preceding the claim. 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. **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.



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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 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



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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.

▲, ▲ AXON, Axon, X2, X26, TASER CAM, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/usa. All rights reserved. © 2017 Axon Enterprise, Inc.

APPENDIX A- STANDARD CONDITIONS AND TERMS

OBSERVANCE OF CITY RULES AND REGULATIONS

The Vendor agrees that at all times its employees will observe and comply with all regulations of the City facilities, including but not limited to parking and security regulations.

INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Vendor shall at all times remain an independent contractor with respect to the work and/or services to be performed under this Contract. Any and all employees of the Vendor or other persons engaged in the performance of any work or services required by the Vendor under this Contract shall be considered employees or subcontractors of the Vendor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under any state's Worker's Compensation Act, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Vendor.

SUBCONTRACTING

The Vendor shall provide written notice to the City and obtain the City's authorization to subcontract any work or services to be provided to the City pursuant to this Contract.

ASSIGNMENT OR TRANSFER OF INTEREST

The Vendor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Vendor shall not subcontract any services under this Contract without prior written approval of the City.

INSURANCE

Insurance secured by the Vendor shall be issued by insurance companies acceptable to the City and admitted in this state. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit, or decrease the liability of the Vendor. Any policy deductibles or retention shall be the responsibility of the Vendor. The Vendor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Vendor's interest or provide adequate coverage. Evidence of coverage is to be provided. A thirty (30) day written notice is required if the policy is canceled, not renewed, or materially changed. The Vendor shall require any of its subcontractors, if subcontracting is authorized, to comply with these provisions, or the Vendor will assume full liability of the subcontractors.

The Vendor and its subcontractors shall secure and maintain the following insurance:

- adequate workers' compensation (statutory)
- commercial liability in an amount not less than \$2,000,000 for injuries including accidental death to any person and subject to the same limit to each person in an amount not less than

- \$2,000,000 where more than one person is involved in any one accident property damage insurance in an amount not less than \$1,000,000.

The City must be named as additional insured for the term of the agreement.

INDEMNIFICATION

The Vendor agrees to indemnify, defend, and hold harmless, the City and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by the Vendor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

LIMITATION OF LIABILITY

Neither party shall be liable for any indirect, incidental, special, punitive, or consequential damages, except with respect to the indemnification obligations of the Vendor; this includes liability for claims for personal injury or damage to real or personal tangible property caused by the Vendor's negligence or tortuous conduct or that if its officers, employees, agents or subcontractors.

NON-DISCLOSURE

The Vendor and City acknowledge that they or its employees may, in the performance of the resultant Contract, come into the possession of proprietary or confidential information owned by, or in the possession of the other. Neither party shall use any such information for its own benefit or make such information available to any person, firm, corporation, or other organizations, whether or not directly or indirectly affiliated with Vendor or the City unless required by law

OWNERSHIP OF MATERIALS

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Vendor.

INTELLECTUAL PROPERTY

Unless the Vendor is subject to one or more of the intellectual property provisions in the paragraphs below, the City own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in any "Work" created, in progress, produced or completed and paid by this Contract and created solely for the City. Work covered includes inventions, improvements, discoveries, databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, or other media.

All Work produced by the Vendor under this Contract will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. The Vendor may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Vendor

represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party's pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party's pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

RETENTION OF RECORDS

The Vendor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property. Prior to destroying any records, the Vendor will give the City the opportunity to proceed.

SEVERABILITY

If one or more provisions of the resultant Contract, or the application of any provision to any party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of the Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

CONTRACT AMENDMENTS

No modification or amendment to the Contract shall become valid unless in writing and signed by authorized representatives of both parties. All correspondence regarding modifications or amendments to the Contract must be forwarded to the City for prior review and approval.

NON-DISCRIMINATION

The Vendor must abide by the applicable provisions of Section 34.03 of the Code of Ordinances of the City of Akron, Ohio as if fully rewritten herein.

TERMINATION

Both the City and the Vendor may terminate this Contract if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten days' written notice or such other reasonable time period to cure the default has been provided. If the termination shall be for breach of this Contract by the Vendor, the City shall pay the Vendor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach.

Notwithstanding the above, the Vendor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Vendor. The City may, in such event, withhold payments due to the Vendor for the purpose of set-off until such time as the exact

amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Vendor, from asserting any other right or remedy allowed by law, equity, or by statute. The Vendor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Vendor.

VENDOR NAME Axon Enterprise, Inc.

A0663475

INVOICE		DATE	GROSS AMOUNT	DISCOUNT	ADDITIONAL CHARGES	NET AMOUNT
VENDOR	COA					
SI1486422	I1722931	07/19/17	150,441.85	0.00	0.00	150,441.85

Totals: 150,441.85 0.00 0.00 150,441.85

CITY OF AKRON, OHIO
DEPARTMENT OF FINANCE

DATE 07/20/17

CHECK NO. A0663475

AMOUNT OF
One Hundred Fifty Thousand Four Hundred Forty-One & 85/100***** DOLLARS

PAY TO THE
ORDER OF

Axon Enterprise, Inc.
PO Box 29661
Department 2018
Phoenix AZ 85038-9661

***150,441.85
\$

VOID



City of Akron-Department of Finance Banner Invoice



Invoice: I1722931

Axon Enterprise, Inc.

PO/Contract #: CE17273

Vendor Invoice #: SI1486422

Entered By: CAREYAN

ID: 86074122A

PIDM: 90099750

Invoice Date: 2017/07/19

Payment Due: 2017/07/20

Completed: Y

Approved: Y

Cancelled: .

Street 1: PO Box 29661

Street 2: Department 2018

Street 3: .

City-St-Zp Phoenix, AZ 85038-9661

INVOICE I1722931 - COMMODITY ITEMS

ITEM	ITEM DESCRIPTION	QTY	UNIT PRICE	AMOUNT	ITEM TEXT
1	COMMODITY FROM GEN. ACCTG. ENC.	1.00	150,441.85	150,441.85	.

INVOICE I1722931 - ACCOUNTING SEQUENCES

SEQ	FUND	ORG	ACCOUNT	AMOUNT
1	25592 - 2015 Body Camera Grant	130100 - Police-Administration	70308 - Instruments	150,441.85

INVOICE I1722931 - DOCUMENT TEXT

Payment to Axon Enterprises, Inc. for 100 Body-Worn Cameras, 5 year assurance, mounts, cables, evidence.com storage, accessories, charging stations, per CE17273 by Andy Carey
--

**Remit Payment to:**

Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@axon.com
www.axon.com

BILL TO:

AKRON POLICE DEPT
217 S HIGH ST
AKRON, OH 44308
USA

CE17273

Invoice No SI1486422
Invoice date 6/6/2017
Page 1 of 2
Sales order SO170309900
Purchase order Q91303; PH 1
Your ref
Payment Net 30
Invoice account
RMA number
Mode of delivery Fedex - Ground
Terms of delivery FOB Scottsdale

I1722931

SHIP TO:

AKRON POLICE DEPT
217 S HIGH ST
AKRON, OH 44308
USA

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
85035		EVIDENCE.COM (STORAGE)	40,000.00	40,000.00	0.00		
74001	-	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	100.00	100.00	0.00		
87019		5 YEAR TASER ASSURANCE PLAN BODY 2	100.00	100.00	0.00		
74021	-	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	100.00	100.00	0.00		
11507	-	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	100.00	100.00	0.00		
11553	-	SYNC CABLE, USB A TO 2.5MM	100.00	100.00	0.00		
85070		TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	100.00	100.00	0.00		
70033	-	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	17.00	17.00	0.00		
74008	-	AXON DOCK, 6 BAY + CORE, AXON BODY 2	17.00	17.00	0.00		
87022		5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK BODY2	17.00	17.00	0.00		
87026		TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	17.00	17.00	0.00		
50139	A	AXON CONVERT	1.00	1.00	0.00		
50135	A	AXON FIVE PROFESSIONAL	1.00	1.00	0.00		
80123		EVIDENCE.COM (STORAGE), UNLIMITED	100.00	100.00	0.00		

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 07/06/2017

Sales Amount
Misc./Handling
Shipping Freight & Handling
Sales tax
Total
Amount received
BALANCE DUE

SD

**Remit Payment to:**

Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@axon.com
www.axon.com

Invoice No SI1486422
Invoice date 6/6/2017
Page 2 of 2
Sales order SO170309900
Purchase order Q91303; PH 1
Your ref
Payment Net 30
Invoice account
RMA number
Mode of delivery Fedex - Ground
Terms of delivery FOB Scottsdale

CE17273

I1722931

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
74001	-	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	7.00	7.00	0.00		
87019		5 YEAR TASER ASSURANCE PLAN BODY 2	7.00	7.00	0.00		
74021	-	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	7.00	7.00	0.00		
11507	-	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	7.00	7.00	0.00		
11553	-	SYNC CABLE, USB A TO 2.5MM	7.00	7.00	0.00		
85144		AXON STARTER	1.00	1.00	0.00		
85110		EVIDENCE.COM INCLUDED STORAGE	750.00	750.00	0.00		
80012		BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	75.00	75.00	0.00		
85110		EVIDENCE.COM INCLUDED STORAGE	300.00	300.00	0.00		
80022		PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	10.00	10.00	0.00		
80012		BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	100.00	100.00	0.00		
85110		EVIDENCE.COM INCLUDED STORAGE	1,000.00	1,000.00	0.00		
80052		CAD/RMS SERVICE ADD- ON: YEAR 1 PAYMENT	185.00	185.00	0.00		

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 07/06/2017

Sales Amount
Misc./Handling
Shipping Freight & Handling
Sales tax
Total
Amount received
BALANCE DUE

USD

VENDOR NAME Axon Enterprise, Inc.

A0669716

INVOICE		DATE	GROSS AMOUNT	DISCOUNT	ADDITIONAL CHARGES	NET AMOUNT
VENDOR	COA					
SI1499915	I1735170	10/24/17	158,383.00	0.00	0.00	158,383.00

2nd Axon Payment

Totals: 158,383.00 0.00 0.00 158,383.00

CITY OF AKRON, OHIO
DEPARTMENT OF FINANCE

DATE 10/31/17

CHECK NO. A0669716

AMOUNT OF
One Hundred Fifty-Eight Thousand Three Hundred Eighty-Three & 00/100***** DOLLARS

PAY TO THE
ORDER OF

Axon Enterprise, Inc.
PO Box 29661
Department 2018
Phoenix AZ 85038-9661

***158,383.00
\$

VOID

**AXON****Remit Payment to:**

Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
ar@axon.com
www.axon.com

*2nd payment***Invoice**

Invoice No SI1499915
Invoice date 9/8/2017
Page 1 of 2
Sales order SO170326889
Purchase order Q91303; PH 2
Your ref
Payment Net 30
Invoice account 
Mode of delivery Fedex - Ground
Terms of delivery FOB Scottsdale

BILL TO:

AKRON POLICE DEPT
217 S HIGH ST
AKRON, OH 44308
USA

*CE17273***SHIP TO:**

AKRON POLICE DEPT
217 S HIGH ST
AKRON, OH 44308
USA

I1735170

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
74001	-	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	145.00	145.00	0.00		
87019		5 YEAR TASER ASSURANCE PLAN BODY 2	145.00	145.00	0.00		
74021	-	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	145.00	145.00	0.00		
11507	-	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	145.00	145.00	0.00		
11553	-	SYNC CABLE, USB A TO 2.5MM	145.00	145.00	0.00		
85070		TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	145.00	145.00	0.00		
70033	-	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	24.00	24.00	0.00		
74008	-	AXON DOCK, 6 BAY + CORE, AXON BODY 2	24.00	24.00	0.00		
87022		5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK BODY2	24.00	24.00	0.00		
87026		TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	24.00	24.00	0.00		
80123		EVIDENCE.COM STORAGE, UNLIMITED	145.00	145.00	0.00		
85144		AXON STARTER	1.00	1.00	0.00		
80012		BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	145.00	145.00	0.00		

Processed
on 10-24-17



**Remit Payment to:**

Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
ar@axon.com
www.axon.com

Invoice

Invoice No SI1499915
Invoice date 9/8/2017
Page 2 of 2
Sales order SO170326889
Purchase order Q91303; PH 2
Your ref
Payment Net 30
Invoice account
Mode of delivery Fedex - Ground
Terms of delivery FOB Scottsdale

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
85110		EVIDENCE.COM INCLUDED STORAGE	1,450.00	1,450.00	0.00		
80052		CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	145.00	145.00	0.00		

Please see <http://www.axon.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 10/08/2017

Sales Amount
Misc./Handling
Shipping Freight & Handling
Sales tax
Total
Amount received
BALANCE DUE

USD

OK
10.24.17

December 1, 2017

Akron Police Dept. - OH

217 S. High St.

Akron, OH 44308
ajohnson@taser.com

Dear Sir or Madam:

For purposes of verification in connection with an audit, will you please confirm to our auditors, Grant Thornton LLP, whether or not the following information on your accounts payable to us as of September 30, 2017 is correct. Please take notice that the invoices that our auditors have selected for confirmation purposes may represent only a portion of the total balance due from you.

Invoice Number	Invoice Date	Invoice Amount
SI1499915	9/8/2017	\$158,383.00

This is merely a request for confirmation, and not a request for payment. We thank you for your cooperation.

A business reply envelope is enclosed for your convenience in replying directly to our auditors. In order to make the verification effective, please direct all questions to our auditors and do not return this form to the company or to any officer or employee thereof.

1. Do side agreements exist (including amendments, commitments, side letter or oral agreements of understanding) that modify or override terms of the original purchase order. If no, please leave blank or reply with "N/A". If yes, please, describe:

☒ The above information is correct

☐ The above information is not correct. (State detail of differences on reverse side)

By

Signature

Title

Date

12/22/2017

Accounts Analyst III

Very truly yours,

AXON ENTERPRSE, INC.



Rishi Patel, Director of Accounting

A business reply envelope is enclosed for your convenience in replying to our auditors. In addition, please scan and email a copy of the signed confirmation to Michelle.Gibbs@us.gt.com. In order to make the verification effective, please direct all questions to our auditors and do not return this form to the Company or to any officer or employee thereof.

Grant Thornton LLP
Certified Public Accountants
ATTN: Michelle Gibbs
2398 E. Camelback Road, Suite 600
Phoenix, AZ 85016-9004



Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255
Ph: (480) 991-0797
Fax: (480) 991-0791
AR@axon.com
www.axon.com

Invoice

Page 1 of 2

Invoice No SI1499915
Invoice Date 08-Sep-17
Payment Term Net 30
Payment Due Date 08-Oct-17
Sales Order SO170326889
Customer account [REDACTED]
Purchase Order Q91303; PH 2

BILL TO:

AKRON POLICE DEPT
217 S HIGH ST
AKRON, OH 44308
USA

SHIP TO:

AKRON POLICE DEPT
217 S HIGH ST
AKRON, OH 44308
USA

Item number	Description	Quantity	Unit price	[USD]Amount
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	145		
11553	SYNC CABLE, USB A TO 2.5MM	145		
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	24		
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	145		
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	24		
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	145		
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	145		
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	145		
80123	EVIDENCE.COM STORAGE, UNLIMITED	145		
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	145		
85110	EVIDENCE.COM INCLUDED STORAGE	145		
85144	AXON STARTER	1,450		
87019	5 YEAR TASER ASSURANCE PLAN BODY 2	1		
87022	5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK BODY2	145		
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	24		
		24		

Invoice Total

Shipping

Sales Tax

Total

Amount Received

BALANCE DUE USD

Continued on next page



Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255
Ph: (480) 991-0797
Fax: (480) 991-0791
AR@axon.com
www.axon.com

Invoice

Page 2 of 2

Invoice No	SI1499915
Invoice Date	08-Sep-17
Payment Term	Net 30
Payment Due Date	08-Oct-17
Sales Order	SO170326889
Customer account	[REDACTED]
Purchase Order	Q91303; PH 2

RETURN THIS PORTION WITH YOUR PAYMENT

AKRON POLICE DEPT
217 S HIGH ST
AKRON, OH 44308
USA

BALANCE DUE
Currency

USD

For ACH Payments:(Preferred Method)

Account Name	Axon Enterprise, Inc.
Account Number	[REDACTED]
Bank Routing/Transit	[REDACTED]
Reference Number	SI1499915

For Wire Transfers:

Beneficiary	Axon Enterprise, Inc.
Account Number	[REDACTED]
Bank Routing/Transit	[REDACTED]
SWIFT Code	[REDACTED]
Reference Number	SI1499915

For Lockbox Payments Mail To:

Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Reference Number SI1499915

Please reference the invoice number on your ACH, Wire or Check payment

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

The rest of this page is intentionally left blank.

End

Axon Enterprise, Inc.

A0687033

SI-1525671 I1806885 03/13/18 159,021.00 0.00 0.00 159,021.00

Totals: 159,021.00 0.00 0.00 159,021.00

04/05/18

A0687033

One Hundred Fifty-Nine Thousand Twenty-One & 00/100*****

***159,021.00

Axon Enterprise, Inc.
PO Box 29661
Department 2018
Phoenix AZ 85038-9661

VOID



Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
AR@axon.com
www.axon.com

CE17273

BILL TO:

CITY OF AKRON
MUNICIPAL BUILDING
ATTN: ACCOUNTS PAYABLE
166 S HIGH ST, RM 508
AKRON, OH 44308
USA

Invoice copy

Page 1 of 2

Invoice No SI-1525671
Invoice Date 07-Mar-18
Payment Term Net 30
Payment Due Date 06-Apr-18
Sales Order SO180365336
Customer account [REDACTED]
Purchase Order YEAR 2 BILLING

I1806885

SHIP TO:

AKRON POLICE DEPT
TRAINING BUREAU
800 DAN ST
AKRON, OH 44310
USA

Item number	Description	Quantity	Unit price	[USD]Amount
50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE	1		
50140	AXON CONVERT SUPPORT AND MAINTENANCE	1		
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	75		
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	245		
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	10		
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	330		
80123	EVIDENCE.COM STORAGE, UNLIMITED	245		
85035	EVIDENCE.COM STORAGE	40,000		
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM	245		
85110	EVIDENCE.COM INCLUDED STORAGE	300		
85110	EVIDENCE.COM INCLUDED STORAGE	750		
85110	EVIDENCE.COM INCLUDED STORAGE	2,450		
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	41		

Please see <https://www.axon.com/legal/sales-terms-and-conditions> for all sales terms and conditions

Invoice Total
Shipping
Sales Tax
Total
Amount Received
BALANCE DUE

OK R
3/13/18

Continued on next page



Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
AR@axon.com
www.axon.com

Invoice copy

Page 2 of 2

Invoice No	SI-1525671
Invoice Date	07-Mar-18
Payment Term	Net 30
Payment Due Date	06-Apr-18
Sales Order	SO180365336
Customer account	[REDACTED]
Purchase Order	YEAR 2 BILLING

RETURN THIS PORTION WITH YOUR PAYMENT

CITY OF AKRON
MUNICIPAL BUILDING
ATTN: ACCOUNTS PAYABLE
166 S HIGH ST, RM 508
AKRON, OH 44308
USA

BALANCE DUE
Currency

USD

For ACH Payments:(Preferred Method)

Account Name	Axon Enterprise, Inc.
Account Number	[REDACTED]
Bank Routing/Transit	[REDACTED]
Reference Number	SI-1525671

For Wire Transfers:

Beneficiary	Axon Enterprise, Inc.
Account Number	[REDACTED]
Bank Routing/Transit	[REDACTED]
SWIFT Code	[REDACTED]
Reference Number	SI-1525671

For Lockbox Payments Mail To:

Axon Enterprise, Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Reference Number SI-1525671

Please reference the invoice number on your ACH, Wire or Check payment

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer

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End

Accounting File Copy



AXON

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: 480-991-0791

Mark Farrar

(330) 603-1875
(330) 375-2127
mfarrar@akronohio.gov

Quotation

Quote: Q-163765-5
Date: 5/1/2018 7:58 AM
Quote Expiration: 5/31/2018
Contract Start Date*: 5/15/2018
Contract Term: 5 years

AX Account Number:

Bill To:

Akron Police Dept. - OH
166 S High St Rm 508
Akron, OH 44308
US

Ship To:

Mark Farrar
Akron Police Dept. - OH
217 S. HIGH ST.
Akron, OH 44308
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ron Dehne	(480) 292-3852	dehne@taser.com	Fedex - Ground	Net 30

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

Group1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	11003	HANDLE, YELLOW, CLASS III, X26P				
152	85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	US			
137	11501	HOLSTER, BLACKHAWK, RIGHT, X26P				
15	11504	HOLSTER, BLACKHAWK, LEFT, X26P				
160	70116	PPM, SIGNAL				
275	44205	Cartridge - Simulation				
100	44203	CARTRIDGE - 25' HYBRID				
23	11003	HANDLE, YELLOW, CLASS III, X26P				
23	85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	US			
15	11501	HOLSTER, BLACKHAWK, RIGHT, X26P				
8	11504	HOLSTER, BLACKHAWK, LEFT, X26P				
23	70116	PPM, SIGNAL				
69	44205	Cartridge - Simulation				

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
46	44203	CARTRIDGE - 25' HYBRID				
165	88114	UCP STANDARD				
165	88130	UCP STANDARD - YEAR 1 PAYMENT	US			
330	44205	Cartridge - Simulation	U			
176	44203	CARTRIDGE - 25' HYBRID	U			
165	70116	PPM, SIGNAL	US			

Group1 Total Before Discounts: USD

Group1 Discount: USD

Group1 Net Amount Due: USD

FREE SPARES

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
2	11003	HANDLE, YELLOW, CLASS III, X26P				
2	70116	PPM, SIGNAL				
2	80138	TASER 60 X26P UNLIMITED				

FREE SPARES Total Before Discounts: US

FREE SPARES Discount: US

FREE SPARES Net Amount Due:

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	USD			
23	85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	USD			
165	88131	UCP STANDARD - YEAR 2 PAYMENT	USD			

Year 2 Total Before Discounts: USD

Year 2 Discount: USD

Year 2 Net Amount Due: USD

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	USD			
23	85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	USD			
165	88132	UCP STANDARD - YEAR 3 PAYMENT	USD			

Year 3 Total Before Discounts: US

Year 3 Discount: US

Year 3 Net Amount Due: US

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	USD			
23	85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	USD			
165	88133	UCP STANDARD - YEAR 4 PAYMENT	USD			
Year 4 Total Before Discounts:					USD	
Year 4 Discount:					USD	
Year 4 Net Amount Due:					USD	

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
152	85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	USD			
23	85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	USD			
165	88134	UCP STANDARD - YEAR 5 PAYMENT	USD			
Year 5 Total Before Discounts:					USD	
Year 5 Discount:					USD	
Year 5 Net Amount Due:					USD	
Grand Total					USD	

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.

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Send in of 23 units that are <5 years old, destruction of remaining 152 units. Additional discount reflects reduction of year 1 cartridges.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:



Date:

5-30-18

Name (Print):

Daniel Horrigan

Title:

Mayor

PO# (if needed):

Pending

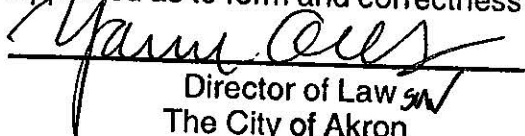

Quote: Q-163765-5

Please sign and email to Ron Dehne at dehne@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!


'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
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Approved as to form and correctness


Director of Law 
The City of Akron

DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No. 154-2018


Diane L. Miller-Dawson
Director of Finance

Must be completed by Division/Department:

Contract not to exceed: \$ \$399,996.35

Originating Division:

Police

Contact Person:

Andy Carey

Phone: x2124

Banner Distribution (by year)

Year	year 1	year 2	year 3	future	X Total
Amount (to encumber)	\$79,999.39	\$79,999.24	\$79,999.24	159,999.48	399,996.35
Fund	20030	20030	20030	20030	
Org.	130100	130100	130100	130100	
Account	70127	70127	70127	70127	
Actv.					
Locn.					

Funding Source(s)

Underlying source of payment (granting agency, Sewer Fund, etc.), expected reimbursement amounts, and timeline.

This is a Five year contract totaling 399,996.35 funded through

20030 - 2017 Police Fire Road Income Tax funding

FUTURE \$ - YEARS 4+5 = 159,999.48 ÷ 2 = 79,999.24

Contract Number:

(To be completed by Accounting)

CE18216

Date:

6/12/18





Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the termination of this Agreement for any reason the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.

12. **Product Warnings.** See our website at www.axon.com for the most current product warnings.
13. **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. Axon may replace end of life products with the next generation of that product without notifying the Agency.
14. **TASER 60 Unlimited Termination.** If an invoice for TASER 60 Unlimited is more than 30 days past due, then Axon may terminate TASER 60 Unlimited. Axon will provide notification that TASER 60 Unlimited coverage is terminated. Once TASER 60 Unlimited coverage is terminated for any reason, then:
 - 14.1. TASER 60 Unlimited coverage will terminate as of the date of termination and no refunds will be given.
 - 14.2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Unlimited Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
 - 14.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 Unlimited plan.
15. **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.
16. **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.
17. **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.
18. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
19. **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.
20. **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.
21. **Entire Agreement.** This Agreement, the TASER Assurance Plan Appendix (if applicable), 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



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

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.

TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 Unlimited plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. TAP for CEWs is a 5 year term.
- 2 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

- 3 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
 - 3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
 - 3.2. Axon will not and has no obligation to provide the free upgrades.
 - 3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
 - 3.4. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered product.

▲, ▲ AXON, Axon, TASER CAM, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.



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.

Notwithstanding anything in this Agreement, the Standard Conditions and Terms attached hereto as Appendix A are fully incorporated in this Agreement, the Quote and any future quote hereunder. Any inconsistency between the terms of this Agreement, the Quote or any future quote hereunder and Appendix A shall be resolved in favor of Appendix A.

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.

The Agency may reject nonconforming items by providing Axon written notice of rejection within 30 days of



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

delivery. Failure to notify Axon within the 30 day rejection period may be deemed as acceptance of Product.

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 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 warranty claims, demands, or actions arising out of or relating to any Axon product will not exceed two times the purchase price paid to Axon for the product or if for services, two times the amount paid for such services over the prior 12 months preceding the claim. 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. **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.



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

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 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