



COOPERATIVE PURCHASING MASTER CONTRACT

No. 04220

AIR TASERS AND ELECTRONIC INCAPACITATION DEVICES

CATEGORIES: DUAL SHOT CEW, CEW WITH DISARMING SYSTEM

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

AXON ENTERPRISE, INC.

Dated August 11, 2021

COOPERATIVE PURCHASING MASTER CONTRACT

No. 04220

AIR TASERS AND ELECTRONIC INCAPACITATION DEVICES

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This Cooperative Purchasing Master Contract (“Cooperative Master Contract”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Axon Enterprise, Inc., a Delaware Corporation (“Contractor” or “Axon”) and is dated and effective as of August 11, 2021.

RECITALS

- A. This Cooperative Master Contract was entered into on August 11, 2021. The parties agree to amend and restate this contract in whole. This restated contract replaces the previously agreed contract and incorporates all amendments to date.
- B. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature has authorized Enterprise Services to make these master contracts available, pursuant to agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agency or entity, public benefit nonprofit organizations, or any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).
- C. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer certain cooperative purchasing agreements for the procurement of goods or services. *See* RCW 39.26.060(1). Pursuant to this authority, Enterprise Services has created the Washington State Cooperative. This competitive purchasing cooperative enables other state and local governments to utilize certain specified enterprise procurement solutions resulting from a competitive procurement, led by Enterprise Services, for the award of a cooperative master contract.
- D. Washington state agencies as well as political subdivisions in Washington have an operational need to procure Air Tasers and Electronic Incapacitation Devices (“CEW’s”). Similarly, other states and their political subdivisions have a similar need to procure such CEW’s pursuant to substantially the same material terms and conditions.
- E. In competitively procuring goods and/or services, Washington state agencies and other governmental purchasers invest significant public resources to design, development, and implement customer-focused procurement solutions to procure needed goods and services from innovative suppliers that comply with statutory competitive procurement requirements, procurement priorities, and procurement integrity principles. Accordingly, to leverage these public resource investments and provide an efficient and cost-effective enterprise procurement solution for Washington state agencies as well as other interested states and political subdivisions, pursuant to which all eligible purchasers as well as innovative suppliers could benefit from a streamlined competitively awarded procurement solution, Enterprise Services designed, developed, and implemented a

Competitive Solicitation to procure CEW's through resulting Cooperative Master Agreements that, with Enterprise Services' consent, other states and their political subdivisions are able to utilize as an option for their procurement needs.

- F. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Competitive Solicitation No. 04220 for Air Tasers and Electronic Incapacitation Devices dated June 18, 2021.
- G. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- H. Enterprise Services has determined that entering into this Cooperative Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- I. The purpose of this Cooperative Master Contract is to enable eligible purchasers to purchase Air Tasers and Electronic Incapacitation Devices as set forth herein.
- J. Enterprise Services acknowledges and agrees that Axon is authorized to enforce the terms of Axon's MASTER SERVICES AND PURCHASING AGREEMENT ("MSPA"), which is attached hereto as Exhibit B and hereby incorporated into the Cooperative Master Contract. In the event of any competing terms or disputed language, the Cooperative Master Contract shall prevail.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** The term of this Cooperative Master Contract is seventy-two (72) months, commencing August 11, 2021 and ending August 10, 2027. No further extensions of this Cooperative Master Contract shall be allowed. In the event the Purchaser purchases a TASER 7 or TASER 10 plan from Contractor, the start date is based on the initial shipment of TASER 7 or TASER 10 hardware ("Start Date"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 or TASER 10 subscription term will end upon completion of the associated TASER 7 or TASER 10 subscription in the Purchase Order ("Subscription"). If the Purchase Order has multiple TASER 7 or TASER 10 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.
- 2. ELIGIBLE PURCHASERS.** This Cooperative Master Contract may be utilized by any of the following types of entities ("Purchaser"):
 - 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College;

- Community colleges; and
 - Technical colleges.
- 2.3. MCUA PARTIES. Any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally-recognized Indian Tribes located in the State of Washington.
- 2.4. COOPERATIVE PURCHASERS. Subject to prior written authorization by Enterprise Services to the applicable state chief procurement official authorizing such state and its eligible entities located therein to utilize the Washington State Cooperative, any of the following entities (Cooperative Purchasers) may, consistent with the terms and conditions hereof may utilize this Cooperative Master Contract:
- States;
 - State agencies;
 - Local governments, local government agencies, or political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) of any state or territory of the United States; and
 - Federally-recognized Indian Tribes located in any state or territory of the United States.
- 2.5. COOPERATIVE PURCHASERS – TERMS & CONDITIONS. Cooperative Purchasers, except to the extent modified by a Purchaser Order between such entity and Contractor, shall follow the terms and conditions set forth in this Cooperative Master Contract and applicable Washington State Cooperative Purchasing Agreement and will have the same rights and responsibilities for their purchases as Enterprise Services has in this Cooperative Master Contract, including but not limited to, any indemnity or right to recover any costs for their purchases. Each Cooperative Purchaser will be responsible for its own charges, fees, and liabilities. Contractor will apply the charges and separately invoice each Cooperative Purchaser.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Cooperative Master Contract, Contractor is authorized to sell only those goods and services for the prices set forth in *Exhibit A – Included Goods/Services*. Contractor shall not represent to any Purchaser under this Cooperative Master Contract that Contractor has contractual authority to sell any goods and services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 3.2. STATE’S ABILITY TO MODIFY SCOPE OF COOPERATIVE MASTER CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Cooperative Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Cooperative Master Contract. In no event shall such modification, if authorized by Enterprise Services, limit the

requirement for cooperative purchasing agreements to be subject to competitive procurement.

- 3.3. **ECONOMIC ADJUSTMENT.** Beginning twelve (12) months after the effective date of this Master Contract and for every annual anniversary thereafter, and provided that Contractor supplies supporting documentation, the prices set forth in *Exhibit A – Included Goods/Services* may only be increased by Contractor on an annual basis by up to 3% no more than once per 12 months based on an increase in Contractor's manufacturer's suggested retail price if Contractor provides written notice and supporting documentation to the Contract Administrator. For the avoidance of doubt, prices modified pursuant to this Section 3.3 shall only apply proactively and not retroactively for any order placed, signed, or quoted pursuant to this Cooperative Master Contract prior to such economic adjustment.
 - 3.4. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Cooperative Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit A – Included Goods/Services*.
 - 3.5. **COOPERATIVE MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Cooperative Master Contract, including scope, pricing, and lowest responsive, responsible bidder designation and provide the same to eligible Purchasers.
- 4. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Cooperative Master Contract and at the time any order is placed pursuant to this Cooperative Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- 4.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington and any Cooperative Purchaser's state as identified to Contractor by Enterprise Services, that it is registered with the Washington State Department of Revenue and the Washington Secretary of State, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington and Cooperative Purchaser's state.
 - 4.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
 - 4.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any Axon Device (as defined in the MSPA), sold pursuant to this Cooperative Master Contract shall be merchantable, shall conform to this Cooperative Master Contract, Purchaser's Purchase Order, and/or Quote and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered and the goods provided free of liens and encumbrances.

- 4.4. WAGE VIOLATIONS – WASHINGTON STATE. Contractor represents and warrants that, during the term of this Cooperative Master Contract and the three (3) year period immediately preceding the award of the Cooperative Master Contract, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW chapters 49.46, 49.48, or 49.52.
- 4.5. WASHINGTON STATE PAY EQUALITY FOR ‘SIMILARLY EMPLOYED’ INDIVIDUALS. Contractor represents and warrants, as previously certified in Contractor’s Bidder’s Certification, that, among Contractor’s employees, ‘similarly employed’ individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor’s workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor’s failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.
- 4.6. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers’ employees.
- 4.7. WASHINGTON’S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that it is registered in Washington’s Electronic Business Solution (WEBS), Washington’s contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Cooperative Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.8. STATEWIDE PAYEE DESK. Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 4.9. COOPERATIVE MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Cooperative Master Contract with eligible Purchasers and to ensure

that those entities that utilize this Cooperative Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.

- 4.10. COOPERATIVE MASTER CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Cooperative Master Contract or a similar contract, is transitioned to another contractor (e.g., Cooperative Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington in accordance with Sections 13 and 14 of the Cloud Services Appendix under Contractor's MSPA.

5. USING THE MASTER CONTRACT – PURCHASES.

5.1. ORDERING REQUIREMENTS.

- a. Eligible Purchasers shall order goods and/or services from this Cooperative Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order").
- b. All order documents must reference the Cooperative Master Contract number, 04220. The terms of this Cooperative Master Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Cooperative Master Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or other agreement modify the terms and conditions of this Cooperative Master Contract.
- c. All communications concerning administration of Purchase Orders placed shall be furnished solely to Purchaser's authorized purchasing agent as set forth in the Purchase Order, or to such other individual identified in writing in the Purchase Order.
- d. Orders must be placed pursuant to this Cooperative Master Contract prior to the termination date thereof, but may have a delivery date or performance period up to 120 days thereafter.
- e. Notwithstanding the expiration or termination of this Cooperative Master Contract, Contractor and Purchaser agrees to perform in accordance with the terms of any Purchase Orders then outstanding at the time of such expiration or termination. For avoidance of doubt, in the event the term of the subscriptions in an order extends past the termination or expiration of the Cooperative Master Contract, the terms and conditions of the Cooperative Master Contract shall remain in full force and effect as it applies to the order and will continue in effect for such order until the term of that order expires or the order is cancelled or

terminated. Contractor shall not honor any Purchaser Orders placed after the expiration, or termination of this Cooperative Master Contract, or otherwise inconsistent with its terms.

5.2. DELIVERY REQUIREMENTS. Contractor must ensure that delivery of goods and/or services will be made as required by this Cooperative Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:

- a. Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
- b. Contractor shall ship all goods and/or services purchased pursuant to this Cooperative Master Contract, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- c. Contractor shall offer Purchasers a minimum of two (2) shipping options, one of which must be expedited shipping; *Provided*, however, that the actual shipping cost, with no Contractor markup, shall be paid by Purchaser and added to Purchaser's purchase price as a separate line item.
- d. All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Cooperative Master Contract shall be identified by the Cooperative Master Contract number set forth on the cover of this Cooperative Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- e. Contractor is responsible for shipping costs pertaining to any defective CEW's that are returned.
- f. All CEW's must be delivered in the manufacturer's standard package. Shipping packages/containers shall be of durable construction, good condition, properly labeled and suitable in every respect for shipping and handling of the contents. Each shipping package/container shall be marked with the included applicable Taser, quantity, Cooperative Master Contract number, and the Purchaser's Purchase Order number.
- g. Contractor shall use commercially reasonable efforts to offer product packaging with recycled content and made of recyclable material.

5.3. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or services purchased under this Cooperative Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Cooperative Master Contract and Purchaser's Purchase Order within seven (7) days of receipt. Failure to notify Contractor within the seven (7) business day rejection period will be deemed as acceptance of goods. Defects found after the 7-day rejection period will be managed via the warranty and

support processes. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. Contractor shall repair or replace, at Contractor's discretion and as determined in good faith, any or all of the damaged goods and/or services. Any goods replaced or repaired hereunder shall be shipped to Purchaser within 30 days following Contractor's receipt of damaged goods from Purchaser. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.

5.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements.

5.5. QUALITY ASSURANCE.

- a. New & Current. All CEW's sold by Contractor pursuant to this Cooperative Master Contract shall be new, unused, and latest model or design of the manufacturer's product. All CEW's shall meet or exceed applicable governmental requirements, standards, specifications, practices, and/or procedures.
- b. Product Delivery Time. Contractor shall maintain operations and supply chain resiliency such that Contractor timely can deliver CEW's to Purchasers within 45 calendar days after receipt of a Purchase Order unless otherwise agreed to between the Purchaser and the Contractor.
- c. Customer Service Expectations. Contractor has a full customer support division; live phone support is available 24 hours a day, seven days a week. Our support division is based in our U.S. headquarters. For technical or Customer Support assistance, you may contact a customer service representative via a toll-free 800 number or via email. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment.
- d. Minimum Product Service Life. All CEW's shall have a minimum product service life of five (5) years from date of receipt by Purchaser. Contractor guarantees replacement parts availability to Purchaser for such minimum product service life. Contractor shall stock or have immediate access to replacement parts.
- e. Warranty Requirements. Upon a valid breach of warranty, Contractor will repair or replace (at no charge to Purchaser) during the warranty term, any goods whose nonconformance is discovered and made known to the Contractor. Contractor shall warrant all Axon-manufactured Device (full parts and labor) for a minimum of one (1) year from the date of Purchaser's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of delivery to Purchaser. Used CEW cartridges are deemed to have operated properly. Contractor guarantees complete repair or replacement of any TASER, or part thereof, at Contractor's option, that fails in operation during normal and proper use within such warranty period due to defects in material or workmanship. Any warranty replacement or repair shall be at no cost to Purchaser. The cost to install replacement parts, including shipping and delivery shall be paid by Contractor during the warranty period.
- f. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement. If Purchaser exchanges

an Axon Device or part, the replacement item becomes Purchaser's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Purchaser must upload Axon-manufactured Device data to Axon Evidence (as defined in the MSPA under 'Axon Cloud Services') or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- g. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, as applicable and awarded under the law to a prevailing party, including reasonable attorneys' fees and costs
- h. Product Manuals. Contractor shall provide Purchaser, free of charge, with operating and service manuals pertaining to the CEW's; Provided, however, that Contractor may provide such manual(s) either in hardcopy or make the same available through a website.

5.6 WARRANTY LIMITATIONS & EXCLUSIONS

- a. Limitations. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Purchaser resells Axon Devices.
- b. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. This "AS IS" warranty disclaimer does not waive Axon's responsibility for any intellectual property infringement as stated in MSPA sections 8 and 9.
- c. 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. Enterprise Services confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

- 5.7 EXTENDED WARRANTY PROGRAM. Extended warranties are available that cover hardware for four (4) additional years beyond the 1-year manufacturer's warranty. The optional extended warranty, when available, may only be purchased at the time of product point of sale. The 1-year manufacturer's warranty runs from the date of receipt of the product through 12

months. The extended warranty runs from the expiration of the 1-year manufacturer’s warranty through the term of the extended. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover accessories, including user-removable battery replacements; failure to follow use instructions; abuse, misuse, intentional or deliberate damage to the product; product used with equipment not manufactured or recommended by Contractor; products repaired or modified by persons other than Contractor without Contractor’s written permission; products with a defaced or removed serial number; or force majeure during the extended warranty period. For customers who purchase an extended warranty, Contractor warrants it will repair or replace the Contractor product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Contractor’s option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty. 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. When a product or part is exchanged, any replacement item becomes Purchaser’s property and the replaced item becomes Contractor’s property. After the warranty period, Contractor may, at its sole option, repair or replace a Contractor product for a fee.

- 5.8 EARLY TRADE-IN PROGRAM. . A trade in credit is offered on paid legacy weapons defined by age of equipment. Any weapon which is not the most-current model has a trade in value. Trade-in credits apply when Purchaser orders the most current model. The value is \$180 per handle or weapon traded in equal to the number of new handles being purchased by the agency.

Discounts on CEW-related line items, including items related to OSP, may only be applied as a trade-in credit. Purchaser must return used hardware and accessories associated with the discount (“Trade-In Units”) to Axon within the timeframe in the “Unit Trade-In Days” table below. If items are received outside of the days listed in the table below, Axon will invoice Purchaser the value of the trade-in credit for those units. Destroyed Trade-in Units will not receive a credit.

Unit Trade-in Days	
Agency Size	Days to Return from Start date of Subscription
Less than 100 Officers	60 days
100-499 Officers	90 days
500+ Officers	180 days

- 5.9 DATA OWNERSHIP AND USE. Purchaser’s data (“Data”) shall include data collected, used, processed, stored, or generate as the result of the use of the Evidence.com services. Data is and shall remain the sole and exclusive property of the Purchaser. Contractor shall: (a) keep and maintain Data in strict confidence and as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and, (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Data for Contractor’s own purposes or for the benefit of anyone other than the Purchaser without the Purchaser’s prior written consent. Purchaser’s Data does not include Non-Content Data.

- 5.10 SOFTWARE ACCESSIBILITY. Contractor shall exercise commercially reasonable efforts to comply with the Washington State Office of Chief Information Officer (OCIO) Standard 188.10 –

Minimum Accessibility Standard located at <https://ocio.wa.gov/policy/minimum-accessibility-standard>.

- 5.11 DATA SECURITY. Contractor must protect the confidentiality, integrity and availability of Data with administrative, technical and physical measures that meet standards of: (a) OCIO 141.10 – Securing Information Technology Assets Standards that can be found at <https://ocio.wa.gov/policies/141-securing-information-technology-assets/14110-securing-information-technology-assets>; and (b) Criminal Justice Information Services (CJIS). Upon Purchaser’s request, Contractor will provide Purchaser the following: (a) attestation that Contractor is in compliance with CJIS; and (b) attestation that Contractor is in compliance with OCIO 141.10 – Securing Information Technology Assets Standards. Purchaser may accept, at its sole discretion, alternative reports, audits or reporting formats, which Purchaser determines to be equivalent or better to the reports and certifications described herein.
- 5.12 RETURN OF DATA. Upon notice of termination of the Purchase Order, Contractor, shall provide commercially reasonable assistance to the Purchaser in extracting and/or transitioning all Data in accordance with Sections 13 and 14 of the Cloud Services Appendix under Contractor’s MSPA. Contractor shall delete all Data within ninety (90) days of the date of termination, unless a later date is mutually agreed to between the Parties. Deletion of all Data from all Contractor’s systems in compliance with procedures established by the National Institute of Standards and Technology (NIST) and upon the Purchaser’s request certify to the Purchaser that Contractor has destroyed all Data disclosed to it under the Purchase Order.
- 5.13 DATA BREACH. Contractor must have an incident response process that follows National Institute of Standards and Technology (NIST) standards and includes breach detection, breach notification and breach response. Upon discovery or reasonable belief of any access, destruction, loss, theft, use or disclosure of Data by an unauthorized party (“Data Breach”), Contractor shall notify the impacted Purchasers by the fastest means available and also in writing. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor’s notification shall identify:
- i. The nature of the Data Breach;
 - ii. The Data accessed, used or disclosed;
 - iii. The person(s) who accessed, used, disclosed and/or received Data (if known);
 - iv. What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - v. What corrective action Contractor has taken or will take to prevent future Data Breaches.

Contractor shall quarantine the Data Breach, ensure secure access to Data, and restore Services as needed to comply with terms and conditions of this Contract. Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the impacted Purchasers.

In the event of the Data Breach, Contractor agrees to comply with all applicable state and federal statutory provisions, including but not limited to Revised Code of Washington (RCW) 19.255.010 and RCW 42.56.590. If a Data Breach occurs and is found to be the result of Contractor's acts, omissions or negligence, Contractor shall assume complete responsibility for notification of affected parties, and be liable for all associated costs incurred by the Purchasers in responding to or recovering from the Data Breach.

- 5.14 DUTY CARTRIDGE REPLENISHMENT PLAN. Upon request, Purchaser may participate in the Duty Cartridge Replenishment Plan. The Duty Cartridge Replenishment Plan provides unlimited duty replacements for live cartridges. Participation in the Plan is based on CEW user and must be included in Purchasers original ordering paperwork. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. There is no limit to the number of CEW user trade-in credits. The trade-in credit ratio is 1:1. Purchaser may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
- 5.15 FIREARM CLASSIFICATION. Purchaser warrants that TASER 10 is classified as a firearm for official Purchaser's use pursuant to a law enforcement agency under the [Gun Control Act of 1968](#) regarding the sale and transfer of firearms.

6 INVOICING & PAYMENT.

6.1. CONTRACTOR INVOICE. Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:

- a. Cooperative Master Contract No. 04220;
- b. Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
- c. Contractor's Federal Tax Identification Number;
- d. Date(s) of delivery;
- e. Description, quantity, catalog number and manufacturer number of the item(s) ordered;
- f. Net cost of each item;
- g. Invoice amount;
- h. Shipping cost; and
- i. Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Cooperative Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

6.2 PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.

6.3 OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make

timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 6.4 NO ADVANCE PAYMENT. No advance payments shall be made for any hardware products furnished by Contractor pursuant to this Cooperative Master Contract. Payment for software subscriptions offered by Contractor under this Master Contract shall be paid on an annual basis in advance, or as otherwise mutually agreed upon between the Contractor and the Purchaser.
- 6.5 NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 6.6 TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Cooperative Master Contract. Failure to do so shall constitute breach of this Cooperative Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by Purchaser's jurisdiction on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

7 CONTRACT MANAGEMENT.

- 7.1 CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Cooperative Master Contract. Enterprise Services' contract administrator shall provide Cooperative Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Mark Vessey	Attn: Sean Lake
Washington Dept. of Enterprise Services	Axon Enterprise, Inc.
PO Box 41411	17800 N. 85 th Street
Olympia, WA 98504-1411	Scottsdale, AZ 85255
Tel: (360) 407-8728	Tel: (800) 978-2737
Email: DESContractsTeamCedar@des.wa.gov	Email: slake@axon.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 7.2 CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Cooperative Master Contract.
- 7.3 PURCHASER NOTICES. Purchasers and Contractor may specify notice requirements pertaining to goods or services ordered pursuant to a Purchase Order from this Cooperative Master

Contract. Unless otherwise specified, Contractor's contract administrator shall be Contractor's principal contact for business activities under this Cooperative Master Contract.

- 7.4 LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Email: greg.tolbert@des.wa.gov

Contractor

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

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

8 CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

8.1 COOPERATIVE MASTER CONTRACT SALES REPORTING. Contractor shall report total Cooperative Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) Cooperative Master Contract Sales Reporting System. Contractor shall report quarterly Cooperative Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Cooperative Master Contract. If there are no Cooperative Master Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Cooperative Master Contract Sales Reporting. Quarterly Cooperative Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	COOPERATIVE MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

8.2 VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.5 percent on the purchase price for all Cooperative Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

$$\text{Amount owed to Enterprise Services} = \text{Total Cooperative Master Contract sales invoiced (not including sales tax)} \times .015.$$

- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Cooperative Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference this Cooperative Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor’s name as set forth in this Cooperative Master Contract, if not already included on the face of the check.
- (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Cooperative Master Contract suspension or termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor’s failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Cooperative Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing; provided, however, any increase in the VMF shall give Contractor the right to increase the prices set forth in Exhibit A notwithstanding Section 3.4 above, and further provided that, for the avoidance of doubt, any increase in the VMF shall not apply retroactively to

any orders placed, signed, or quoted pursuant to this Cooperative Master Contract before the date of such increase in the VMF.

- 8.3 COOPERATIVE PURCHASERS – ADMINISTRATIVE FEES. Some state Cooperative Purchasers may require an additional fee be paid directly to the state only on purchases made by eligible Purchasers within that state. Such administrative fee level, payment method, and schedule for such reports and payments will be incorporated into such Purchaser’s Purchase Order. Contractor may adjust the Cooperative Master Contract pricing accordingly for such purchases to account for such administrative fee. Such administrative fee, however, shall not impact the vendor management fee set forth above or the prices paid by Purchasers outside the jurisdiction of the state requesting the additional fee. The vendor management fee set forth above shall be based on the gross amount of all sales (less any charges for taxes or shipping) under this Cooperative Master Contract.
- 8.4 ANNUAL COOPERATIVE MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Cooperative Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Cooperative Master Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel.

9 RECORDS RETENTION & AUDITS.

- 9.1 RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Cooperative Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 9.2 AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable vendor management fees. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor’s books, documents, papers and records directly pertinent to this Cooperative Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Cooperative Master Contract or final payment for any order placed by a Purchaser against this Cooperative Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

10 INSURANCE.

- 10.1 REQUIRED INSURANCE. During the Term of this Cooperative Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to and included in the prices for goods/services and no additional payment shall be made.

- 10.2 **WORKERS COMPENSATION.** Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Cooperative Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.
- 10.3 **INSURANCE CERTIFICATE.** Prior to commencement of performance, Contractor shall provide to Enterprise Services a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to Enterprise Services that (1) names Enterprise Services and any Cooperative Purchasing State identified by Enterprise Services and provided to Contractor, as additional insureds, (2) provides for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that Contractor's liability insurance policy shall be primary, with any liability insurance of any Cooperative Purchasing State as secondary and noncontributory. Unless otherwise agreed in writing, other Cooperative Purchasing States' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

11 CLAIMS.

- 11.1 **ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES.** Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Cooperative Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Cooperative Master Contract.
- 11.2 **THIRD-PARTY CLAIMS; INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services, Cooperative Purchasing States, and any Purchaser and their employees and agents from and against all third party claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Cooperative Master Contract, except the extent such claims are caused by Enterprise Services or any Purchaser's negligence or willful misconduct. Indemnitee will timely provide Contractor with written notice of such claim, to the extent that such notice will not materially and irrevocably prejudice the Contractor's ability to defend against such claim, tender to Contractor the defense or settlement of such claim at Contractor's expense and cooperate fully with Contractor in the defense or settlement of such claim. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 12 **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Cooperative Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5)

business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

13 SUSPENSION & TERMINATION; REMEDIES.

13.1 SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Cooperative Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Cooperative Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Cooperative Master Contract, until such obligations have been fulfilled.

13.2 DEFAULT. Each of the following events shall constitute default of this Cooperative Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Cooperative Master Contract including, but not limited to, Contractor's obligation to pay vendor management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

13.3 REMEDIES FOR DEFAULT.

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Cooperative Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Cooperative Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.

13.4 LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall Contractor or Purchaser be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory. Except for damages that cannot be limited or excluded by applicable law, Contractor's total liability, whether for breach of contract, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed \$5,000,000.00 aggregate liability; provided, however, that nothing contained in this Section will in any way exclude or limit Contractor's liability for all damages arising out of gross negligence.

This limitation of liability provision survives the expiration or termination of this Cooperative Purchasing Master Contract and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Cooperative Purchasing Master Contract may be brought later than the limitations period specified by statute.

13.5 GOVERNMENTAL TERMINATION.

- (a) Termination for Withdrawal of Authority. Enterprise Services may suspend or terminate this Cooperative Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Cooperative Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- (b) Termination for Public Convenience. Enterprise Services, for public convenience, may terminate this Cooperative Master Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. For the avoidance of doubt, if an order is issued prior to termination for public convenience pursuant to this section, it shall remain in effect and continue until all obligations of both the Contractor and Purchaser are completed, and such order will continue to be governed by the terms and conditions of this Cooperative Master Contract. Except as stated in this provision, in the event of such termination for public convenience, Enterprise Services shall not have any obligation or liability to Contractor, except as provided in the MSPA Section 11.2 Effect of Termination.

13.6 TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Cooperative Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

14 GENERAL PROVISIONS.

14.1 TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Cooperative Master Contract.

- 14.2 FORCE MAJEURE. Neither party to this Cooperative Master Contract or Purchase Orders thereunder shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, pandemic, or war which are beyond that party's reasonable control which said party provides written notice of within three (3) calendar days to the other specifying such force majeure event and their detailed plan to resume normal operations; *Provided*, however, that, in the event Contractor declares force majeure, Enterprise Services shall have the right to terminate this Cooperative Master Contract if such force majeure event interferes, in Enterprise Services' judgment, with the successful performance of Contractor's obligations under this Cooperative Master Contract for more than sixty (60) days.
- 14.3 COMPLIANCE WITH LAW. Contractor shall comply with all applicable law.
- 14.4 INTEGRATED AGREEMENT. This Cooperative Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 14.5 AMENDMENT OR MODIFICATION. Except as set forth herein, this Cooperative Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 14.6 AUTHORITY. Each party to this Cooperative Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Cooperative Master Contract and that its execution, delivery, and performance of this Cooperative Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 14.7 NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Cooperative Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 14.8 ASSIGNMENT. Contractor may not assign its rights under this Cooperative Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Cooperative Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Cooperative Master Contract notwithstanding any prior assignment of its rights.
- 14.9 BINDING EFFECT; SUCCESSORS & ASSIGNS. This Cooperative Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 14.10 PUBLIC INFORMATION. This Cooperative Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 14.11 ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the

Contractor's obligations under this Cooperative Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.

- 14.12 FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Cooperative Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 14.13 SEVERABILITY. If any provision of this Cooperative Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Cooperative Master Contract, and to this end the provisions of this Cooperative Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Cooperative Master Contract.
- 14.14 WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Cooperative Master Contract, nor shall any purported oral modification or rescission of this Cooperative Master Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 14.15 SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Cooperative Master Contract shall survive and remain in effect following the expiration or termination of this Cooperative Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 14.16 GOVERNING LAW. The validity, construction, performance, and enforcement of this Cooperative Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules. The validity, construction, and effect of any Purchase Order pertaining to the Cooperative Master Contract shall be governed by and construed in accordance with the laws of the Purchaser's state.
- 14.17 JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Cooperative Master Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington; *Provided*, however, that venue for any claim, dispute, or action concerning any Purchase Order placed against the Cooperative Master Contract shall be in the Purchaser's state.
- 14.18 SOVEREIGN IMMUNITY. In no event shall this Cooperative Master Contract or any Purchase Order issued thereunder, or any act of Enterprise Services or a Purchaser be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court. This section applies to a claim brought against the Cooperative Purchasers who are states only to the extent Congress has appropriately

abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

- 14.19 ATTORNEYS' FEES. Should any legal action or proceeding be commenced by either party in order to enforce this Cooperative Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 14.20 FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Cooperative Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Cooperative Master Contract. Each party hereto and its counsel has reviewed and revised this Cooperative Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Cooperative Master Contract. Each term and provision of this Cooperative Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 14.21 FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Cooperative Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Cooperative Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Cooperative Master Contract.
- 14.22 EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Cooperative Master Contract in their entirety.
- 14.23 CAPTIONS & HEADINGS. The captions and headings in this Cooperative Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Cooperative Master Contract nor the meaning of any provisions hereof.
- 14.24 ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Cooperative Master Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Cooperative Master Contract or such other ancillary agreement for all purposes.
- 14.25 COUNTERPARTS. This Cooperative Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Cooperative Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Cooperative Master Contract.
- 14.26 NONDISCRIMINATION.
- a. Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW

49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

- b. Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- c. Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- d. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

AXON ENTERPRISE, INC.,
a Delaware Corporation

By: *Nick Ioanna*
Nick Ioanna
Its: Procurement Supervisor

By: *Robert E. Driscoll, Jr.*
Robert E. Driscoll, Jr. (Oct 30, 2024 13:42 PDT)
Robert E. Driscoll, Jr
Its: VP, Associate General Counsel

INCLUDED GOODS AND SERVICES

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
11000	AXON TASER X26P - HANDLE - BLACK CLASS 2	USD	\$1,163.09	No	
11001	AXON TASER X26P - HANDLE - YELLOW CLASS 2	USD	\$1,163.09	No	
11002	AXON TASER X26P - HANDLE - BLACK	USD	\$1,163.09	No	
11003	AXON TASER X26 - HANDLE - YELLOW	USD	\$1,163.09	No	
11009	AXON TASER X26P - HANDLE - GREEN CLASS 3R	USD	\$1,163.09	No	
11010	AXON TASER X26 - SPARE CARTRIDGE BATTERY PACK	USD	\$96.00	No	
11015	AXON TASER X26 - BATTERY PACK - XAPPM SPARE CART ASD	USD	\$89.61	No	
11023	AXON TASER X26P - HANDLE - BLUE DEMO LASER POINTER	USD	\$192.55	No	
11026	AXON TASER X26P - HANDLE - BLUE SIMULATOR	USD	\$846.10	No	
11500	AXON TASER X26P - HOLSTER - BLADE TECH - RH	USD	\$49.64	No	
11501	AXON TASER X26 - HOLSTER - BLACKHAWK RH	USD	\$73.67	No	
11502	AXON TASER X26P - HOLSTER - SAFARILAND BASKETWEAVE RH	USD	\$109.20	No	
11503	AXON TASER X26P - HOLSTER - BLADE TECH - LH	USD	\$49.64	No	
11504	AXON TASER X26P - HOLSTER - BLACKHAWK LH	USD	\$73.67	No	
11505	AXON TASER X26P - HOLSTER - SAFARILAND BASKETWEAVE LH	USD	\$109.20	No	
20004	AXON TASER - CARTRIDGE - SOFT CONTACT LIVE SIM TRNG SMART	USD	\$48.00	No	
20006	AXON TASER X2 - HOLSTER - BLADE-TECH RH LARGE TMMS INNER	USD	\$118.70	No	
20007	AXON TASER X2 - HOLSTER - BLADE-TECH LH LARGE TMMS INNER	USD	\$118.70	No	
20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	USD	\$1,720.00	No	
20009	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 2	USD	\$1,720.00	No	
20018	AXON TASER - BATTERY PACK - TACTICAL	USD	\$98.10	No	
20019	AXON TASER - BATTERY PACK - COMPACT	USD	\$86.00	No	
20020	AXON TASER 7 - BATTERY PACK - NON- RECHARGEABLE	USD	\$69.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
20022	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R GREEN	USD	\$1,720.00	No	
20023	AXON TASER 7 - TRAINING HANDLE - BLUE RUBBER	USD	\$68.45	No	
20027	AXON TASER - BATTERY PACK - DISCONNECT	USD	\$147.15	No	
20028	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP SO (3.5 DEGREE)	USD	\$67.30	No	
20029	AXON TASER 7 - TRN CARTRIDGE ALLIGATOR CLIP CQ (12 DEG)	USD	\$67.30	No	
20033	AXON TASER - DISCONNECT BATTERY WRIST STRAP AND KEY RING	USD	\$11.45	No	
20050	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT	USD	\$855.25	No	
20056	AXON TASER - HOOK-AND-LOOP TRAINING (HALT) SUIT KIT SHIELD	USD	\$45.65	No	
20058	AXON TASER 7 - CARTRIDGE CARRIER - S.O. TECH POUCH SOFT	USD	\$22.80	No	
20059	AXON TASER 7 - CARTRIDGE CARRIER - SAFARILAND	USD	\$25.70	No	
20060	AXON TASER 7 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	\$91.25	No	
20061	AXON TASER 7 - HOLSTER - BLADE-TECH RH	USD	\$80.00	No	
20062	AXON TASER 7 - HOLSTER - BLACKHAWK RH	USD	\$69.00	No	
20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	USD	\$67.50	No	
20064	AXON TASER - TASER 7 SAFETY CLIP	USD	\$9.50	No	
20066	AXON TASER 7 - HOLSTER - BLADE-TECH LH	USD	\$80.00	No	
20067	AXON TASER 7 - HOLSTER - BLACKHAWK LH	USD	\$69.00	No	
20068	AXON TASER 7 - HOLSTER - SAFARILAND LH	USD	\$67.50	No	
20104	AXON TASER 7 - TRADE-IN UPFRONT PURCHASE	USD	\$0.00	No	
20119	AXON TASER - MASTER INSTRUCTOR SCHOOL VOUCHER	USD	\$1,495.00	No	
20120	AXON TASER - INSTRUCTOR COURSE VOUCHER	USD	\$375.00	No	
20133	AXON TASER - IN-HOUSE INSTRUCTOR COURSE ONLINE MATERIAL	USD	\$0.00	No	
20157	AXON TASER - HARD CASE - 15.2X12X4.5 EGG CRATE FOAM	USD	\$91.25	No	
20158	AXON TASER 7 - HOLSTER - BLADE-TECH RH WITH INNER TMMS	USD	\$91.25	No	
20159	AXON TASER 7 - HOLSTER - BLADE-TECH LH WITH INNER TMMS	USD	\$91.25	No	
20160	AXON TASER 7 - HOLSTER - SAFARILAND RH+CART CARRIER	USD	\$91.25	No	

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20161	AXON TASER 7 - HOLSTER - SAFARILAND LH+CART CARRIER	USD	\$91.25	No	
20162	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS RH+CART CARR	USD	\$86.65	No	
20163	AXON TASER 7 - HOLSTER - SAFARILAND HIGH GLOSS LH+CART CARR	USD	\$86.65	No	
20164	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE RH+CART CARR	USD	\$91.25	No	
20165	AXON TASER 7 - HOLSTER - SAFARILAND BSKT WEAVE LH+CART CARR	USD	\$91.25	No	
20168	AXON TASER 7 - HOLSTER - SAFARILAND BASKET WEAVE RH	USD	\$77.00	No	
20169	AXON TASER 7 - HOLSTER - SAFARILAND BASKET WEAVE LH	USD	\$77.00	No	
20186	AXON TASER - HOLSTER MOLLE ADAPTER - SAFARILAND W/MLS16 FORK	USD	\$25.70	No	
20187	AXON TASER - HOLSTER ATCH - BLADE-TECH TMMS OUT LG MOLLE-LOK	USD	\$37.65	No	
20212	TRUE UP - TASER 7 CQ BASIC TRUE-UP SKU	USD	\$32.25	No	1
20213	AXON TASER 7 CQ - HANDLE - CLASS 3R	USD	\$1,600.00	No	
20214	AXON TASER 7 CQ - HANDLE - CLASS 2	USD	\$1,600.00	No	
20226	TRUE UP - TASER 7 CQ BUDGET TRUE-UP SKU	USD	\$37.25	No	1
20231	TRUE UP - TASER 7 CQ DOCK TRUE-UP SKU	USD	\$42.25	No	1
20233	TRUE UP - TASER 7 CERTIFICATION PLAN ADD- ON TRUE UP PAYMENT	USD	\$12.25	No	1
20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	USD	\$4,504.00	No	
20245	TRUE UP - TASER 7 CERTIFICATION PLAN TRUE UP	USD	\$51.00	No	1
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	\$3.67	No	1
20247	AXON TASER 7 - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
20248	AXON TASER - EVIDENCE.COM LICENSE	USD	\$7.12	No	1
20268	TRUE UP - TASER 7 CERT 10 YEAR BUNDLE 6 YEAR TRUE UP	USD	\$54.00	Yes	1
20279	TRUE UP - T7 CERT PLUS VR TRUE UP PAYMENT	USD	\$61.25	No	1
20281	AXON TASER - T7CQ DOCK YEAR 6-10 HARDWARE	USD	\$3,032.00	No	
20283	TRUE UP - TASER 7 CQ DOCK YEAR 6-10 TRUE UP	USD	\$55.40	No	1
20291	AXON TASER - SAFARILAND STANDARD CART CARRIER - BELT LOOP	USD	\$55.20	No	

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20292	AXON TASER - SAFARILAND THIGH RIG MOUNT	USD	\$87.85	No	
20293	AXON TASER - SAFARILAND BELT CLIP	USD	\$39.95	No	
20296	AXON VR - TABLET	USD	\$1,075.00	No	
20297	AXON VR - TABLET CASE	USD	\$64.50	No	
20340	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 1	USD	\$27.00	No	1
20341	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 2	USD	\$21.50	No	1
20342	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 3	USD	\$65.75	No	1
20343	TRUE UP - AXON CORE + PLAN WITH T7 CERT TRUE UP 4	USD	\$59.75	No	1
20347	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 1	USD	\$20.75	No	1
20348	TRUE UP - AXON CORE PLAN T7 CQ WITH DOCK TRUE UP 2	USD	\$12.50	No	1
20370	AXON VR - FULL ACCESS - TASER 7 ADD-ON USER	USD	\$28.47	No	1
20371	AXON VR - FULL ACCESS - TASER 7 CERTIFICATION UPGRADE USER	USD	\$24.91	No	1
20373	AXON VR - TAP REFRESH 1 - HEADSET	USD	\$2,092.00	No	
20374	AXON VR - TAP REFRESH 2 - HEADSET	USD	\$2,195.00	No	
20375	AXON VR - TAP REFRESH 3 - HEADSET	USD	\$2,259.00	No	
20378	AXON VR - HEADSET - HTC FOCUS 3	USD	\$1,935.00	No	
20416	TRUE UP - UNLIMITED 7 PLUS 1	USD	\$18.75	No	1
20417	TRUE UP - UNLIMITED 7 PLUS 2	USD	\$18.75	No	1
20419	TRUE UP - UNLIMITED 7 PLUS 4	USD	\$21.10	No	1
20433	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 1	USD	\$15.50	No	1
20434	TRUE UP - 2020 UNLIMITED 7 + PAYMENT 2	USD	\$34.75	No	1
20466	TRUE UP - TASER CERTIFICATION 10 YEAR TRUE UP 1	USD	\$17.25	No	1
20470	TRUE UP - UNLIMITED 7 + TRUE UP 1	USD	\$15.50	No	1
20472	TRUE UP - UNLIMITED 7 + 10Y TRUE UP 1	USD	\$10.25	No	1
20479	TRUE UP - UNLIMITED 7 TRUE UP 1	USD	\$15.75	No	1
20481	TRUE UP - UNLIMITED 7 10Y TRUE UP 1	USD	\$9.25	No	1
20554	AXON TASER X2 - UNLIMITED DUTY CARTRIDGES	USD	\$11.46	No	1
20555	AXON TASER X26 - UNLIMITED DUTY CARTRIDGES	USD	\$11.51	No	1
20568	TRUE UP - UNLIMITED + PREMIUM TRUE UP 1	USD	\$19.00	No	1
20569	TRUE UP - UNLIMITED + PREMIUM TRUE UP 2	USD	\$41.95	No	1
22000	AXON TASER X2 - HANDLE - BLACK CLASS 2	USD	\$1,700.00	No	

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22001	AXON TASER X2 - HANDLE - YELLOW CLASS 2	USD	\$1,700.00	No	
22002	AXON TASER X2 - HANDLE - BLACK	USD	\$1,700.00	No	
22003	AXON TASER X2 - HANDLE - YELLOW	USD	\$1,700.00	No	
22010	AXON TASER - X2/X26P BATTERY PACK - PPM STANDARD	USD	\$71.06	No	
22011	AXON TASER - X2/X26P BATTERY PACK - APPM AUTOMATIC SHUT DOWN	USD	\$85.43	No	
22012	AXON TASER - X2/X26P BATTERY PACK - TPPM TACTICAL PINKY EXT	USD	\$71.06	No	
22013	AXON TASER - X2/X26P - DATAPORT DOWNLOAD KIT USB	USD	\$229.90	No	
22018	AXON TASER - GRIP - HOGUE PACKAGED	USD	\$25.45	No	
22023	AXON TASER X2 - HANDLE - BLUE DEMO LASER POINTER	USD	\$261.50	No	
22026	AXON TASER X2 - HANDLE - BLUE SIMULATOR	USD	\$1,092.05	No	
22037	AXON TASER X2 - REFLECTIVE SIDE LABEL	USD	\$14.75	No	
22038	AXON TASER X26P - REFLECTIVE SIDE LABEL	USD	\$13.90	No	
22155	AXON TASER X2 - CARTRIDGE - INERT SIMULATION	USD	\$65.65	No	
22157	AXON TASER X2 - CARTRIDGE - 25 FT NON- CONDUCTIVE TRNG SMART	USD	\$49.92	No	
22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	USD	\$38.00	No	
22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	USD	\$40.25	No	
22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	USD	\$38.00	No	
22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	USD	\$40.25	No	
22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	USD	\$38.00	No	
22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	USD	\$51.95	No	
22184	AXON TASER X2 - CARTRIDGE - 15 FT SMART NS	USD	\$49.92	No	
22185	AXON TASER X2 - CARTRIDGE - 25 FT SMART NS	USD	\$49.92	No	
22188	AXON TASER - X26/X26P CARTRIDGE - 15 FT STANDARD NS	USD	\$29.52	No	
22189	AXON TASER - X26/X26P CARTRIDGE - 21 FT STANDARD NS	USD	\$31.72	No	
22190	AXON TASER - X26/X26P CARTRIDGE - STANDARD NS	USD	\$36.05	No	

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22500	AXON TASER X2 - HOLSTER - BLADE-TECH RH	USD	\$106.00	No	
22501	AXON TASER X2 - HOLSTER - BLACKHAWK RH	USD	\$109.00	No	
22502	TASER X2 - HOLSTER - SAFARILAND STX BASKETWEAVE RH	USD	\$138.05	No	
22503	AXON TASER X2 - HOLSTER - BLADE-TECH LH	USD	\$106.00	No	
22504	AXON TASER X2 - HOLSTER - BLACKHAWK LH	USD	\$109.00	No	
22505	TASER X2 - HOLSTER - SAFARILAND STX BASKETWEAVE LH	USD	\$138.05	No	
22507	TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN RH	USD	\$138.05	No	
22508	TASER X2 - HOLSTER - SAFARILAND STX SAFARISEVEN LH	USD	\$138.05	No	
22510	TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN RH	USD	\$109.20	No	
22511	TASER X26P - HOLSTER - SAFARILAND SAFARISEVEN LH	USD	\$109.20	No	
22512	TASER X26P - HOLSTER - SAFARILAND QLS W/MOLLE RH	USD	\$103.80	No	
22513	TASER X26P - HOLSTER - SAFARILAND QLS W/MOLLE LH	USD	\$103.80	No	
26700	AXON TASER X26 - BATTERY PACK - DPM	USD	\$58.55	No	
26701	AXON TASER X26 - BATTERY PACK - XDPM SPARE CARTRIDGE	USD	\$66.40	No	
26762	AXON TASER - USB DOWNLOAD KIT - TASER CAM HD	USD	\$19.70	No	
26764	AXON TASER - REPLACEMENT BATTERY KIT - TASER CAM HD	USD	\$67.93	No	
26802	AXON TASER - HOLSTER - 2ACH DUAL CARTRIDGE	USD	\$35.30	No	
26810	AXON TASER - TASER CAM - TCHD	USD	\$622.82	No	
26820	AXON TASER - TASER CAM - AS TCHD	USD	\$655.22	No	
30053	AXON TASER - TASER BELT CLIP - RIGHT TMMS OUTER	USD	\$29.65	No	
33112	AXON TASER - CARTRIDGE - SMART INERT W/ALLIGATOR CLIP	USD	\$49.15	No	
33212	AXON TASER - BELTCLIP - UNIVERSAL TEK-LOK	USD	\$12.65	No	
33520	AXON TASER - RMA REPAIR	USD	\$70.00	No	
39066	AXON TASER - PULSE	USD	\$185.00	No	
44205	AXON TASER - X26/X26P CARTRIDGE - 21 FT NON-CONDUCTIVE TRNG	USD	\$30.62	No	
44415	AXON TASER - SIM SUIT - HELMET BLACK	USD	\$120.18	No	
44416	AXON TASER - SIM SUIT - GLOVES BLACK (SET)	USD	\$67.93	No	
44550	AXON TASER - ENHANCED SIM SUIT - MODEL II	USD	\$765.99	No	

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44729	AXON TASER - INSTRUCTOR COURSE VOUCHER - A LA CARTE	USD	\$375.00	No	
44952	AXON TASER - HOLSTER - BLADE-TECH WITH TEK-LOK	USD	\$57.35	No	
44953	AXON TASER - HOLSTER - BLADE-TECH LH	USD	\$57.35	No	
44966	AXON TASER X26 - CARTRIDGE HOLDER	USD	\$42.50	No	
44972	TASER X26 - HOLSTER - BLACKHAWK, 44H015BK-R-B RH	USD	\$57.35	No	
44973	TASER X26 - HOLSTER - BLACKHAWK 44H015BK-L-B LH	USD	\$57.35	No	
70027	AXON - ECOM DOCK CORE	USD	\$314.00	No	
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	USD	\$43.90	No	
70116	AXON TASER - X2/X26P BATTERY PACK - SPPM SIGNAL CONNECTED	USD	\$109.20	No	
70976	AXON TASER - SAFETY GLASSES	USD	\$6.30	No	
71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	USD	\$10.00	No	
73632	TRUE UP - TASER 7 BASIC TRUE UP	USD	\$6.00	No	1
74037	AXON TASER X2 - HARD CASE AND FOAM	USD	\$179.45	No	
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	USD	\$1,500.00	No	
74201	AXON TASER - DOCK - SINGLE BAY PLUS CORE	USD	\$649.00	No	
74208	AXON TASER 7 - SINGLE BAY BATTERY DATAPORT - NORTH AMERICA	USD	\$398.05	No	
74209	AXON TASER 7 - SIX BAY BATTER DATAPORT	USD	\$1,368.50	No	
75010	AXON TASER - MASTER INSTRUCTOR SCHOOL - A LA CARTE	USD	\$1,495.00	No	
80002	AXON TASER - TARGET - PAPER CONDUCTIVE INK CIVILIAN	USD	\$11.55	No	
80004	AXON TASER - TARGET - CONDUCTIVE 2 PART TOP AND BOTTOM	USD	\$36.05	No	
80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	USD	\$150.00	No	
80089	AXON TASER - TARGET - CONDUCTIVE HALT HYBRID	USD	\$171.10	No	
80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	USD	\$85.55	No	
80100	AXON TASER - LASER ENGRAVING	USD	\$6.50	No	
80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	USD	\$0.68	No	1
80381	AXON TASER 7 - EXT WARRANTY - SINGLE BAY DATAPORT	USD	\$2.41	No	1
80387	AXON TASER 7 - EXT WARRANTY - DOCK SINGLE BAY	USD	\$4.06	No	1

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80388	AXON TASER - EXT WARRANTY - TASER CAM TCHD	USD	\$3.41	No	1
80390	AXON TASER 7 - EXT WARRANTY - SIX BAY BATTERY DATAPORT	USD	\$7.54	No	1
80394	AXON TASER 7 CQ - EXT WARRANTY - HANDLE	USD	\$9.45	No	1
80395	AXON TASER 7 - EXT WARRANTY - HANDLE	USD	\$6.25	No	1
80396	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	USD	\$5.00	No	1
80398	AXON TASER X26P - EXT WARRANTY - HANDLE	USD	\$7.53	No	1
80399	AXON TASER X2 - EXT WARRANTY - HANDLE	USD	\$15.66	No	1
80501	AXON TASER X2 - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
80502	AXON TASER X26P - ONLINE TRAINING CONTENT LICENSE	USD	\$0.00	No	1
80506	WIRE TRANSFER FEE	USD	\$0.00	No	
80507	SHIPPING FEE	USD	\$0.00	No	
85000	AXON TASER - ALLIGATOR CLIP - ASSEMBLED STANDARD CARTRIDGE	USD	\$69.40	No	
85147	AXON TASER - PSO - STARTER	USD	\$9,950.00	No	
85149	AXON TASER - PSO - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	USD	\$6,800.00	No	
85150	AXON TASER - PSO - CEW ADD-ON	USD	\$3,150.00	No	
100070	AXON TASER X26P - HARD CASE - SMALL 13X9.5X2.5	USD	\$11.55	No	
100103	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR RH	USD	\$171.10	No	
100104	AXON TASER 7 - HOLSTER - SAFARILAND LEG DROP+CART CARR LH	USD	\$171.10	No	
100108	AXON TASER - FEES - EXPERT IDLE	USD	\$100.00	No	
100109	AXON TASER - FEES - EXPERT TRAVEL	USD	\$1.00	No	
100110	AXON TASER - FEES - EXPERT WORK	USD	\$250.00	No	
100114	AXON TASER - BELT LOOP - SAFARILAND 3 IN	USD	\$18.25	No	
100115	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP RH	USD	\$91.25	No	
100116	AXON TASER 7 - HOLSTER - SAFARILAND 3 IN BELT LOOP LH	USD	\$91.25	No	
100117	AXON TASER - SAFARILAND QUICK REL LEG STRAP - 6005-11	USD	\$54.75	No	
100118	AXON TASER - DISCONNECT BATTERY COILED BELT LOOP ATTCHMNT	USD	\$12.00	No	
100122	AXON VR - HEADSET BATTERY - HTC FOCUS 3	USD	\$100.00	No	
100124	AXON VR - HEADSET FACE AND REAR CUSHION - HTC FOCUS 3	USD	\$50.00	No	

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100126	AXON VR - TACTICAL BAG	USD	\$134.38	No	
100128	AXON TASER 7 - TRAINING HANDLE - INERT CLASS 2 LASER	USD	\$650.00	No	
100131	AXON TASER - FORENSICS - PROBE ANALYSIS	USD	\$500.00	No	
100132	AXON TASER - FORENSICS - DATA ANALYSIS	USD	\$1,000.00	No	
100133	AXON TASER - FORENSICS - FULL ANALYSIS	USD	\$2,000.00	No	
100142	AXON TASER - DOCK POWER SUPPLY - 120W 16VDC (T7 AB3 AB2 AF2)	USD	\$135.40	No	
100144	AXON TASER - TASER CAM HD - USB RUBBER PLUG	USD	\$1.25	No	
100167	AXON TASER - MASTER INSTRUCTOR SCHOOL - AGENCY SPECIFIC	USD	\$30,000.00	No	
100170	AXON TASER - OPERATOR TRAINING - TIER 1	USD	\$100.00	No	
100171	AXON TASER - OPERATOR TRAINING - TIER 2	USD	\$90.00	No	
100172	AXON TASER - OPERATOR TRAINING - TIER 3	USD	\$75.00	No	
100173	AXON TASER - OPERATOR TRAINING - TIER 4	USD	\$50.00	No	
100174	AXON TASER - OPERATOR TRAINING - TIER 5	USD	\$35.00	No	
100189	AXON TASER - FORENSICS - EXPEDITE	USD	\$1,083.00	No	
100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	USD	\$8.61	No	1
100202	AXON TASER 7 - SAFETY REPAIR KIT	USD	\$0.00	No	
100210	AXON VR - TAP REFRESH 1 - TABLET	USD	\$1,162.00	No	
100211	AXON VR - TAP REFRESH 2 - TABLET	USD	\$1,220.00	No	
100212	AXON VR - TAP REFRESH 3 - TABLET	USD	\$1,255.00	No	
100213	AXON VR - EXT WARRANTY - TABLET	USD	\$4.48	No	1
100217	AXON TASER - TORQUEFIX & TORQUEVAR BLADE - WIHA 28562	USD	\$10.85	No	
100218	AXON TASER - TORQUEVARIO-S TORQUE SCRWDVR 15-80 IN OZ	USD	\$140.80	No	
100251	AXON TASER - RESIN - MAKROLON 2407 550115 CLEAR	USD	\$3.55	No	
100328	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 RH	USD	\$124.55	No	
100329	AXON TASER 7 - HOLSTER - SAFARILAND YLW HOOD QLS 22/19 LH	USD	\$124.55	No	
100362	AXON VR - POWER ADAPTER - HTC FOCUS 3	USD	\$40.00	No	
100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	USD	\$2,150.00	No	
100391	AXON TASER 10 - HANDLE - YELLOW CLASS 2	USD	\$2,150.00	No	
100392	AXON TASER 10 - HANDLE - INERT RED CLASS 2	USD	\$2,150.00	No	
100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	USD	\$150.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	USD	\$150.00	No	
100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	USD	\$150.00	No	
100396	AXON TASER 10 - MAGAZINE - INERT RED	USD	\$150.00	No	
100399	AXON TASER 10 - CARTRIDGE - LIVE	USD	\$21.00	No	
100400	AXON TASER 10 - CARTRIDGE - HALT	USD	\$21.00	No	
100401	AXON TASER 10 - CARTRIDGE - INERT	USD	\$21.00	No	
100403	AXON TASER X2 - HOLSTER - SAFARILAND QLS KIT QLS19 & QLS22	USD	\$37.40	No	
100470	AXON TASER - SAFARILAND QLS19 FORK	USD	\$18.45	No	
100471	AXON TASER - SAFARILAND QLS RECEIVER PLATE	USD	\$23.85	No	
100503	AXON TASER - FULL SERVICE FEDERAL	USD	\$17,000.00	No	
100504	AXON TASER - 1 DAY FEDERAL	USD	\$2,000.00	No	
100505	AXON TASER - CEW TRANSITION FEDERAL	USD	\$2,000.00	No	
100510	AXON TASER - PSO - STARTER INTERNATIONAL	USD	\$2,750.00	No	
100511	AXON TASER - PSO - FULL SERVICE INTERNATIONAL	USD	\$17,000.00	No	
100512	AXON TASER - PSO - 1 DAY INTERNATIONAL	USD	\$2,000.00	No	
100513	AXON TASER - PSO - TRANSITION SERVICE INTERNATIONAL	USD	\$2,000.00	No	
100538	AXON VR - STANDALONE USER - FULL ACCESS	USD	\$12.50	No	1
100539	AXON VR - STANDALONE USER ACCESS - CET-ONLY	USD	\$12.10	No	1
100544	SHIPPING - UPS EXPRESS SAVER (3 DAY)	USD	\$15.00	No	
100545	SHIPPING - UPS STANDARD OVERNIGHT	USD	\$25.00	No	
100546	SHIPPING - UPS 2 DAY	USD	\$18.00	No	
100547	SHIPPING - UPS GROUND	USD	\$0.00	No	
100554	AMENDMENT CREDIT - GOODS AXON	USD	\$1.00	No	
100559	AXON TASER - SAFARILAND QUICK REL SINGLE STRAP THIGH RIG	USD	\$98.60	No	
100591	AXON TASER - CLEANING KIT	USD	\$45.00	No	
100594	AXON TASER X2 - HOLSTER - CLOSED BELT LOOP LH	USD	\$95.45	No	
100595	AXON TASER X2 - HOLSTER - CLOSED BELT LOOP RH	USD	\$95.45	No	
100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	USD	\$80.00	No	
100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	USD	\$80.00	No	
100614	AXON TASER 10 - HOLSTER - BLADE-TECH RH	USD	\$80.00	No	
100615	AXON TASER 10 - HOLSTER - BLADE-TECH LH	USD	\$80.00	No	
100616	AXON TASER 10 - HOLSTER - BLACKHAWK - RH	USD	\$80.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
100617	AXON TASER 10 - HOLSTER - BLACKHAWK - LH	USD	\$80.00	No	
100621	AXON TASER 10 - HOLSTER - S.O. TECH AMBIDEXTROUS	USD	\$80.00	No	
100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	USD	\$750.00	No	
100676	AXON TASER 10 - ADVANCED PATROL COURSE - 1 DAY	USD	\$250.00	No	
100677	AXON TASER 10 - ADVANCED TACTICAL OPERATORS COURSE - 1 DAY	USD	\$300.00	No	
100702	AXON TASER - TAP REFRESH - HANDLE	USD	\$2,609.00	No	
100703	AXON TASER - TAP REFRESH - BATTERY PACK	USD	\$111.00	No	
100704	AXON TASER 10 - EXT WARRANTY - HANDLE	USD	\$8.97	No	1
100735	AXON TASER - HOLSTER - BLACKHAWK S.T.R.I.K.E. PLATFORM AMB	USD	\$18.45	No	
100743	AXON TASER - CLEANING KIT WITHOUT ALCOHOL	USD	\$35.00	No	
100748	AXON VR - CONTROLLER - TASER 10	USD	\$1,500.00	No	
100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	USD	\$7.97	No	1
100754	AXON VR - HTC FOCUS 3 - BATTERY CHARGING DOCK	USD	\$119.00	No	
100787	AXON TASER 10 - HOLSTER - BLADE-TECH RH TMMS INSERT PLATE	USD	\$80.00	No	
100788	AXON TASER 10 - HOLSTER - BLADE-TECH LH TMMS INSERT PLATE	USD	\$80.00	No	
100808	AXON TASER - HOOD GUARD - SAFARILAND SLS RH	USD	\$10.70	No	
100810	AXON TASER - HOOD GUARD - SAFARILAND SLS LH	USD	\$10.70	No	
100833	AXON VR - CONTROLLER - TASER 7	USD	\$1,785.00	No	
100837	THIRD PARY PROVIDED - SERVICES	USD	\$1.00	No	
100844	TRUE UP - TASER 10 BASIC	USD	\$39.58	No	1
100845	TRUE UP - TASER 10 CERTIFICATION	USD	\$45.36	No	1
100846	TRUE UP - TASER 10 CERTIFICATION 10YR	USD	\$51.10	No	1
100847	TRUE UP - TASER 10 CERTIFICATION W/VR	USD	\$47.09	No	1
100848	TRUE UP - TASER 10 CERTIFICATION W/VR 10 YR	USD	\$53.05	No	1
100849	TRUE UP - UNLIMITED 10 PREMIUM 10YR	USD	\$2.08	No	1
100850	TRUE UP - UNLIMITED 10 PREMIUM	USD	\$1.85	No	1
100862	AXON VR - PLACEHOLDER - SIDEARM CONTROLLER	USD	\$1,900.00	No	
100919	AXON VR - PLACEHOLDER - HOLSTER T7 CONTROLLER	USD	\$100.00	No	

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
100921	AXON VR - PLACEHOLDER - HOLSTER T10 CONTROLLER	USD	\$100.00	No	
100934	SAFARILAND T7 HOLSTER RH W HOOD GUARD SLS 6000	USD	\$93.60	No	
100935	SAFARILAND T7 HOLSTER LH W HOOD GUARD SLS 6000	USD	\$93.60	No	
100941	THIRD PARY PROVIDED - SUBSCRIPTION	USD	\$1.00	No	1
101007	AXON VR - EXT WARRANTY - CONTROLLER	USD	\$12.71	No	1
101008	AXON VR - EXT WARRANTY - SIDEARM CONTROLLER	USD	\$13.52	No	1
101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	USD	\$2,014.80	No	
101010	AXON VR - TAP REFRESH 2 - SIDEARM CONTROLLER	USD	\$2,088.00	No	
101011	AXON VR - TAP REFRESH 3 - SIDEARM CONTROLLER	USD	\$2,130.70	No	
101012	AXON VR - TAP REFRESH 1 - CONTROLLER	USD	\$1,893.00	No	
101013	AXON VR - TAP REFRESH 2 - CONTROLLER	USD	\$1,962.00	No	
101014	AXON VR - TAP REFRESH 3 - CONTROLLER	USD	\$2,022.00	No	
101029	TASERCON CONFERENCE REGISTRATION	USD	\$849.00	No	
101119	AXON VR - HOLSTER - T10 BLADE-TECH GREY - LH	USD	\$200.00	No	
101120	AXON VR - HOLSTER - T10 BLADE-TECH GREY - RH	USD	\$200.00	No	
101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	USD	\$100.00	No	
101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	USD	\$100.00	No	
101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	USD	\$100.00	No	
101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	USD	\$100.00	No	
101180	AXON TASER - DATA SCIENCE PROGRAM	USD	\$1.42	No	1
101186	AXON VR - PSO - VIRTUAL	USD	\$2,000.00	No	
101193	AXON TASER - ON DEMAND CERTIFICATION	USD	\$2.85	No	1
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	USD	\$2,500.00	No	
101264	AXON VR - PSO - VIRTUAL REALITY 1-DAY ADD-ON	USD	\$3,500.00	No	
101267	AXON VR - PSO - FULL INSTALLATION	USD	\$12,000.00	No	
999999	BUNDLE SCALER	USD	\$0.00	Yes	1
BasicLicense	Basic License Bundle	USD	\$21.35	Yes	1
C00008	BUNDLE - TASER 7 CERTIFICATION	USD	\$57.50	Yes	1

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
C00009	BUNDLE - TASER 7 CERTIFICATION 10YR	USD	\$92.50	Yes	1
C00010	BUNDLE - TASER 10 CERTIFICATION	USD	\$81.89	Yes	1
C00011	BUNDLE - TASER 10 CERTIFICATION 10YR	USD	\$99.63	Yes	1
C00012	BUNDLE - TASER 7 CERTIFICATION ADD-ON	USD	\$21.64	Yes	1
C00013	BUNDLE - TASER 10 CERTIFICATION ADD-ON	USD	\$37.01	Yes	1
C00014	BUNDLE - TASER 7 CERTIFICATION WITH VR	USD	\$70.00	Yes	1
C00015	BUNDLE - TASER 7 CERTIFICATION WITH VR 10YR	USD	\$120.98	Yes	1
C00016	BUNDLE - TASER 10 CERTIFICATION WITH VR	USD	\$105.29	Yes	1
C00017	BUNDLE - TASER 10 CERTIFICATION WITH VR 10YR	USD	\$99.63	Yes	1
CPSPRenewal	CPSP Renewal	USD	\$521.07	Yes	1
CSPRenewal	CSP Renewal	USD	\$191.01	Yes	1
CTC+TMM	Critical Thinking Skills Training Bundle	USD	BUNDLE PRICING	Yes	1
DynamicBundle	Dynamic Bundle	USD	Bundle Pricing	Yes	1
EntT7Basic	Enterprise TASER 7 Basic Bundle	USD	\$40.00	Yes	1
EntT7Repl	Enterprise TASER 7 Replacement Bundle	USD	\$81.89	Yes	1
HCARTAO	HALT CARTRIDGE ADD-ON BUNDLE	USD	\$7.02	Yes	1
M00001	BUNDLE - CORE TASER 7	USD	\$249.08	Yes	1
M00002	BUNDLE - CORE TASER 10	USD	\$256.20	Yes	1
T10ALCHWK	TASER 10 A-LA-CARTE Hardware Kit	USD	\$2,793.00	Yes	1
T10Basic	TASER 10 Basic Bundle	USD	\$50.00	Yes	1
T10CK	TASER 10 Cartridge Kit	USD	\$210.00	Yes	1
T10HCARTAO	T10 HALT CARTRIDGE ADD-ON BUNDLE	USD	\$6.44	Yes	1
T10HWK	TASER 10 Hardware Kit	USD	\$2,793.00	Yes	
T10HWKS	TASER 10 Hardware Kit Spares	USD	\$2,793.00	Yes	
T7Basic	TASER 7 Basic Bundle	USD	\$46.00	Yes	1
T7Basic2Cert	T7 Basic to T7 Cert Upgrade	USD	\$21.64	Yes	1
T7CQB	T7 CQ Basic	USD	\$40.41	Yes	1
T7CQBudget	T7CQ Budget	USD	\$49.14	Yes	1
T7CQD10	T7CQ Dock 10 Year	USD	\$75.42	Yes	1
T7CQDAO	T7 CQ Dock Add-On (Shared Handles)	USD	\$8.18	Yes	1
T7CQDock	T7CQ Dock	USD	\$61.99	Yes	1
T7Dock	T7 Dock	USD	\$2,010.49	Yes	1
TapHeadset	VR Headset TAP Bundle	USD	\$44.69	Yes	1
TapHeadset10Y	VR Headset TAP Bundle, 10YR	USD	\$79.39	Yes	1
TapTablet	VR Tablet TAP Bundle	USD	\$25.26	Yes	1
TapTablet10Y	VR Tablet TAP Bundle, 10YR	USD	\$45.91	Yes	1

Product Code	Product Name	List Price Currency	MAX END USER PRICE	Sales Bundle?	Monthly Subscription
TASER60-X26PBasic	TASER 60 - X26P Basic	USD	\$26.58	Yes	1
TASER60-X26PUnlimited	TASER 60 - X26P Unlimited	USD	\$37.46	Yes	1
TASER60-X2Basic	TASER 60 - X2 Basic	USD	\$56.93	Yes	1
TASER60-X2Unlimited	TASER 60 - X2 Unlimited	USD	\$78.28	Yes	1
UCPSmartX2	UCP Smart (X2)	USD	\$27.61	Yes	1
UCPStandardX26P	UCP Standard (X26P)	USD	\$20.24	Yes	1
V00002	BUNDLE - VR CONTROLER - T7/T10	USD	BUNDLE PRICING	Yes	1
V00009	BUNDLE - VR - CONTROLLER KIT T7	USD	BUNDLE PRICING	Yes	1
V00010	BUNDLE - VR - CONTROLLER KIT T10	USD	BUNDLE PRICING	Yes	1

AXON'S MASTER SERVICES AND PURCHASING AGREEMENT

Exhibit B1 the Axon Master Services and Purchasing Agreement is applicable to all purchases made under this Cooperative Master Contract. Exhibits are applicable based on Customer's purchases as defined within each Exhibit and as indicated by the products outlined in the Quote provide by Axon.

The following items are attached as Exhibit B.

Exhibit _B1 – Axon Master Services Purchasing Agreement

Exhibit _B2 – Axon Cloud Services Terms of Use Appendix

Exhibit _B3 – Professional Services Appendix

Exhibit _B4 – Technology Assurance Plan Appendix

Exhibit _B5 – TASER Device Appendix

Exhibit _B6 – Axon Virtual Reality Content Terms of Use Appendix

Exhibit _B7 – Axon Application Programming Interface Appendix

Master Services and Purchasing Agreement for Customers:

The Parties agree as follows:

1. Definitions.

- 1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. **Quote** means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer'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 Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors. A Quote is generated in response to a customer's request to purchase the products offered by Axon and Customers may provide a Purchaser Order with Quotes potentially attached to a Customer's Purchase Order.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

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

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

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

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

4. **Statement of Work.** Certain Axon Devices and Services, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of 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.
5. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
6. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
7. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer'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 Customer's election not to utilize any portion of an Axon bundle.
8. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
9. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
10. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or an Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
11. **Termination.**
 - 11.1. **For Breach.** A Party may terminate a Quote or Purchase Order for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 11.2. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination.
12. **General.**
 - 12.1. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
 - 12.2. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
 - 12.3. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
 - 12.4. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

Axon Cloud Services Terms of Use Appendix

If any Axon Cloud Services (Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch) are included on the Quote, this Appendix applies.

1. Definitions.

- a. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.
 - c. "**Non-Content Data**" is data, configuration, and usage information about Customer'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 Customer Content.
 - d. "**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.
 - e. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - f. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Purchase Order specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
 3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** In addition and in accordance with Sections 5.11 and 5.13 of the Cooperative Master Contract, Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer 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 for its digital evidence management systems or records.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer 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 Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
 - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

8. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer 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. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
11. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

12. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. 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;
 - b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use Axon Cloud Services as a service bureau, or as part of an Customer infrastructure as a service;
 - e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - g. 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

- h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
13. **After Termination of Cloud Services.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
 14. **Post-Termination of Cloud Services Assistance.** Axon will provide Customer 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 Customer 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.
 15. **U.S. Government Rights.** If Customer 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 Customer 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, Customer will immediately discontinue use of Axon Cloud Services.
 16. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Professional Services Appendix

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

1. **Utilization of Services.** Customer must use professional services as outlined in the Quoter and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer’s deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

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

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions
<ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet
Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. CEW Services Packages. CEW Services Packages are detailed below:

System set up and configuration
<ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager
Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include:
<ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions
On-site sessions providing a step-by-step explanation and assistance for Customer’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Customer’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
<p>TASER CEW inspection and device assignment</p> <p>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>Post go-live review</p> <p>For the CEW Full Service Package: On-site assistance included.</p> <p>For the CEW Starter Package: Virtual assistance included.</p>

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

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

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

5. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
<p>Axon instructor training (Train the Trainer)</p> <p>Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon’s has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions</p> <p>Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

6. **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.
7. **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 Customer travel time by Axon personnel to Customer premises as work hours.
8. **Access Computer Systems to Perform Services.** In accordance with Section 5.11 and 5.13 of the Cooperative Master Contract Customer authorizes Axon to access relevant Customer 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 Customer. Customer 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 Customer.
9. **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 Customer or Axon), Customer 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, Customer 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 Customer when Axon generally releases it
10. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.
11. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

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

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer 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 Customer 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 Customer 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.
5. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quoter sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
6. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer 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.
7. **Return of Original Axon Device.** Within thirty (30) days of receiving a Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
8. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 8.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 8.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

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

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

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

4. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
5. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
6. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.

7. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
8. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Purchase Order prior to upgrading to any new TASER Device offered by Axon.

Axon Virtual Reality Content Terms of Use Appendix

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

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

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code

- from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
 - 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
 - 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
 - 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
 - 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
 - 4.11. disclose Axon's API manual.
5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Cooperative Master Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
 - c. **WORKERS' COMPENSATION INSURANCE & EMPLOYER'S LIABILITY (STOP GAP).** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law, including Employer's or Stop-Gap Liability with a minimum limit of \$1,000,000 per accident.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits subject to the limitation of liability set forth in the Cooperative Master Contract. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are caused by Contractor and are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Cooperative Master Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Cooperative Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in

the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Cooperative Master Contract Insurance
Certificate
**Cooperative Master Contract No. 04220 Air Tasers & Electronic
Incapacitation Devices**
Attn: DES Team Fir
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamFir@des.wa.gov

Note: For Email notice, the Email Subject line must state:
**Master Contract Insurance Certificate – Cooperative Master
Contract No. 04220 – Air Tasers & Electronic Incapacitation Devices**

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least thirty (30) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice

shall include the Cooperative Master Contract number stated on the cover of this Cooperative Master Contract.

9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Cooperative Master Contract.









04220 WA Axon Restated Agreement

Final Audit Report

2024-10-30

Created:	2024-10-30
By:	Brad Stringfellow (Brad.Stringfellow@des.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy6BwGYSVHxoj1Jds_7JaQ4KGcHUw8J1i

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-  Document e-signed by Robert E. Driscoll, Jr. (bobby@axon.com)
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-  Document emailed to Nicholas Ioanna (nicholas.ioanna@des.wa.gov) for signature
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-  Email viewed by Nicholas Ioanna (nicholas.ioanna@des.wa.gov)
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