



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****CATEGORIES: DUAL SHOT CEW, CEW WITH DISARMING SYSTEM**

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") and is dated and effective as of June 18, 2021.

RECITALS

- A. 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).
- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder.
- G. 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.
- H. The purpose of this Cooperative Master Contract is to enable eligible purchasers to purchase Air Tasers and Electronic Incapacitation Devices as set forth herein.

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 thirty-six (36) months, commencing June 18, 2021 and ending June 17, 2024; *Provided*, however, that if Contractor is not in default and if, by December 1, 2023, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance goals for contract extension, Enterprise Services shall extend the term of this Cooperative Master Contract, by written amendment, for up to thirty-six (36) additional months. Such extension amendment, however, must be agreed and executed on or before December 31, 2023 and shall be on the same terms and conditions as set forth in this Cooperative Master Agreement. To earn the performance-based Cooperative Master Contract term extension, Contractor must achieve the following performance metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT
On time Order Delivery:	<p>Timely deliver products purchased pursuant to this Cooperative Master Contract within the following timeframes:</p> <ul style="list-style-type: none"> ▪ At least 50% of Purchases, by product volume, are delivered to Purchasers with 30 calendars days of Contractor's receipt of Purchase Order ▪ At least 75% of Purchases, by product volume, are delivered to Purchasers with 45 calendars days of Contractor's receipt of Purchase Order ▪ At least 90% of Purchases, by product volume, are delivered to Purchasers with 60 calendars days of Contractor's receipt of Purchase Order ▪ Less than 5% of Purchases, by product volume, are delivered to Purchasers over 90 calendars days after Contractor's receipt of Purchase Order
Product Defects:	Less than 10% of Contractor's products purchased by Purchasers, quarterly, have product defects or missing parts requiring the return of such products by Purchasers.

Shipping Damage:	Less than 5% of Contractor's products purchased by Purchasers, quarterly, arrive at Purchaser's destination with shipping damage that requires product replacement or repair.
Warranty Product Replacement:	Contractor achieves the following warranty metrics for eligible products purchased by Purchasers that are covered as warranty replacements: <ul style="list-style-type: none"> 75% or higher warranty product replacements occur within 50 days of receipt by Contractor product requiring warranty replacement; and 90% or higher warranty product replacements occur within 75 days of receipt by Contractor of product requiring warranty replacement.
Warranty Product Repair:	Contractor achieves the following warranty metrics for eligible products purchased by Purchasers that are covered as warranty repairs: <ul style="list-style-type: none"> 75% or higher warranty product replacements occur within 60 days of receipt by Contractor product requiring warranty repair; and 90% or higher warranty product replacements occur within 90 days of receipt by Contractor of product requiring warranty repairs.
Purchaser Support:	Contractor, on a quarterly basis, maintains 95% or higher online status for its customer support website including: <ul style="list-style-type: none"> Content for product manuals; and Customer support email or chat.
Insurance Endorsements:	Timely provide to Enterprise Services, without exception, annual insurance endorsements for the coverages required by this Cooperative Master Contract.
Cooperative Purchasers:	Contractor timely notifies Enterprise Services of initial Cooperative Purchaser inquiries to purchase products pursuant to this Cooperative Master Contract and confirms with Enterprise Services, in writing, that the Cooperative Purchaser is eligible to utilize the Cooperative Master Contract prior to processing any such orders.
Vendor Management Fee & Administrative Service Fee:	Timely remit, with no less than a 90% on time rate over the contract term, any applicable Vendor Management Fee to Enterprise Services and Administrative Fee to applicable Cooperative Purchaser States
Sales Reports:	Timely provide, with no less than a 90% on time rate over the contract term, the required sales reports to Enterprise Services.

In the event the Purchaser purchases a TASER 7 plan from Contractor, the start date is based on the initial shipment of TASER 7 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 subscription term will end upon completion of the associated TASER 7 subscription in the Purchase Order ("Subscription"). If the Purchase Order has multiple TASER 7 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 set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices*. 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 B – Prices* 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 B – Prices for 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 goods and/or services sold pursuant to this Cooperative Master Contract shall be merchantable, shall conform to this Cooperative Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, 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 services provided free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. 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, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 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. **PAY EQUALITY.** Contractor represents and warrants that, among its workers, 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 its 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 not be 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 Cooperative Master Contract and any Purchaser hereunder similarly may suspend or terminate its use of the

Cooperative Master Contract and/or any agreement entered into pursuant to this Cooperative Master 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.

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 agrees to perform in accordance with the terms of any Purchase Orders then outstanding at the time of such expiration or termination. 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. 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.
- 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. Contractor shall warrant all CEW's (full parts and labor) for a minimum of one (1) year after, commencing upon delivery to Purchaser. Contractor guarantees complete repair or replacement of any Taser, or part thereof, that fails in operation during normal and proper use within such warranty period due to defects in design, 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. **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. **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.
- 5.7. **EARLY TRADE-IN PROGRAM.** Contractor offers a trade in credit on paid legacy weapons defined by age of the equipment. Any weapon which is not our most-current model has a trade in value to move to our 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.
- 5.8. **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.
- 5.9. **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>.
- 5.10. **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.

- 5.11. **RETURN OF DATA.** Upon notice of termination of the Purchase Order, Contractor, without charges and without any conditions or contingencies, shall assist the Purchaser in extracting and/or transitioning all Data in the format specified by the Purchaser. After all Data is returned to the Purchaser, Contractor shall within sixty (60) days delete 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.
- 5.12. **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.

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

Attn: Mark Vessey
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-8728
Email: DESContractsTeamCedar@des.wa.gov

Contractor

Attn: James Hillary
Axon Enterprise, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255
Tel: (800) 978-2737
Email: jhillary@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: contracts@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 B 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.

- 9.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Cooperative Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625).

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, even if not attributable to negligence by Contractor or its agents.

- 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. 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 any party or Purchaser be liable to the other for exemplary or punitive damages.

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. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.

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

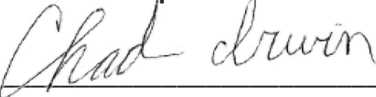
claim or from the jurisdiction of any court. This section applies to a claim brought against the Cooperative Purchasers who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court.

- 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.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: 
Chad Irwin
Its: Procurement Supervisor

AXON ENTERPRISE, INC.,
a Delaware Corporation

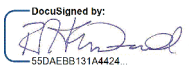
By: 
Robert E. Driscoll, Jr.
Its: VP, Associate General Counsel

EXHIBIT A

INCLUDED GOODS AND SERVICES

Dual Shot CEW			
Item	MFGR.	Model	Date of Catalog MSRP List
Dual Shot CEW	Axon	Taser 7	1/1/2021
Required Accessories			
Item	MFGR.	Model	Date of Catalog MSRP List
Holster	Blade Tech	Taser 7 Left Hand	1/1/2021
Holster	Blade Tech	Taser 7 Right Hand	1/1/2021
Holster	Safariland	Taser 7 Left Hand	1/1/2021
Holster	Safariland	Taser 7 Right Hand	1/1/2021
Holster	Black Hawk	Taser 7 Left Hand	1/1/2021
Holster	Black Hawk	Taser 7 Right Hand	1/1/2021
Data Storage Capabilities			
Additional/Replacement Batteries	Axon	Taser 7 Battery Compact	1/1/2021
Catridges (Regular) for each	Axon	Stand Off	1/1/2021
Catridges (Training) for each	Axon	Training	1/1/2021
Other Accessories			
Item	MFGR.	Model	Date of Catalog MSRP List
Warranty - Taser 7	Axon	Taser 7 warranty-year 1	1/1/2021
Warranty- Taser 7	Axon	Taser 7 warranty-year 2	1/1/2021
Warranty - Taser 7	Axon	Taser 7 warranty-year 3	1/1/2021
Warranty- Taser 7	Axon	Taser 7 warranty-year 4	1/1/2021
Battery	Axon	TASER 7 BATTERY PACK, COMPACT	1/1/2021

Battery	Axon	TASER 7 BATTERY PACK, NON-RECHARGEABLE	1/1/2021
Docking Station	Axon	Docking Station-Taser 7	1/1/2021
Warranty on Docking Station	Axon	Warranty 1 year	1/1/2021
Warranty on Docking Station	Axon	Warranty 2 year	1/1/2021
Warranty on Docking Station	Axon	Warranty 3 year	1/1/2021
Cartridges	Axon	Taser 7 Stand Off	1/1/2021
Cartridges	Axon	Taser 7 Hook & Loop	1/1/2021
Cartridges	Axon	Taser 7 Inert Cartridge	1/1/2021
Taser 7 Certification	Axon	See Appendix A ("Taser 7 Plans Breakdown")	1/1/2021
Taser 7 Certification + Virtual Reality	Axon	See Appendix A	1/1/2021
Professional Services Training One-day training package. The one-day service typically allows for one direct training session of Administrators and one day of weapon inspection and assignment.	Axon	1 Day	1/1/2021
Professional Services Training Four-day training package. Full four-day package we customize the plan with each individual agency. The package includes what is covered in the one-day class, plus offers other items as directed by the agency. These items could include: A 10 Person Instructor Course in which a Master Instructor would come to the agency, provide all necessary materials, and certify up to 10 officers on the purchased weapons. Another option is weapon and docking station registration. And finally, agencies can opt for a Weapon Transition Service in which a PSO member would assist with transition from a legacy weapon system to an updated model.		Full Service	1/1/2021
Virtual Reality Training	HTC	Virtual Reality Training	1/1/2021
Taser 7 VR Cartridges (3.5 & 12 degree)	Axon	VR cartridges	1/1/2021

Master Instructor Training Master Instructors have the ability to train other Instructors. This is not inclusive of any necessary travel or accommodation costs.	Axon	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Instructor Course Training Instructors are able to return to their agency and certify users on the use of weapons. This is not inclusive of any necessary travel or accommodation costs.	Axon	TASER 7 INSTRUCTOR COURSE VOUCHER	

Exhibit B

PRICES FOR GOODS AND SERVICES

Dual Shot CEW				
Item	MFGR.	Model	Price (MSRP/unit)	Date of Catalog MSRP List
Dual Shot CEW	Axon	Taser 7	\$1,720.00	1/1/2021
Required Accessories				
Item	MFGR.	Model	Price (MSRP/unit)	Date of Catalog MSRP List
Holster	Blade Tech	Taser 7 Left Hand	\$80.00	1/1/2021
Holster	Blade Tech	Taser 7 Right Hand	\$80.00	1/1/2021
Holster	Safariland	Taser 7 Left Hand	\$67.50	1/1/2021
Holster	Safariland	Taser 7 Right Hand	\$67.50	1/1/2021
Holster	Black Hawk	Taser 7 Left Hand	\$69.00	1/1/2021
Holster	Black Hawk	Taser 7 Right Hand	\$69.00	1/1/2021
Data Storage Capabilities				
Additional/Replacement Batteries	Axon	Taser 7 Battery Compact	\$86.00	1/1/2021
Catridges (Regular) for each	Axon	Stand Off	\$38.00	1/1/2021
Catridges (Training) for each	Axon	Training	\$38.00	1/1/2021
Other Accessories				
Item	MFGR.	Model	Price (MSRP/unit)	Date of Catalog MSRP List
Warranty - Taser 7	Axon	Taser 7 warranty- year 1	\$75.00	1/1/2021
Warranty- Taser 7	Axon	Taser 7 warranty- year 2	\$150.00	1/1/2021
Warranty - Taser 7	Axon	Taser 7 warranty- year 3	\$225.00	1/1/2021
Warranty- Taser 7	Axon	Taser 7 warranty- year 4	\$300.00	1/1/2021

Battery	Axon	TASER 7 BATTERY PACK, COMPACT	\$86.00	1/1/2021
Battery	Axon	TASER 7 BATTERY PACK, NON-RECHARGEABLE	\$69.00	1/1/2021
Docking Station	Axon	Docking Station- Taser 7	\$1,500.00	1/1/2021
Warranty on Docking Station	Axon	Warranty 1 year	\$60.00	1/1/2021
Warranty on Docking Station	Axon	Warranty 2 year	\$120.00	1/1/2021
Warranty on Docking Station	Axon	Warranty 3 year	\$180.00	1/1/2021
Cartridges	Axon	Taser 7 Stand Off	\$38.00	1/1/2021
Cartridges	Axon	Taser 7 Hook & Loop	\$38.00	1/1/2021
Cartridges	Axon	Taser 7 Inert Cartridge	\$38.00	1/1/2021
Taser 7 Certification	Axon	See Appendix A	\$3,450	1/1/2021
Taser 7 Certification + Virtual Reality	Axon	See Appendix A	\$4,200	1/1/2021
Professional Services Training One-day training package. The one-day service typically allows for one direct training session of Administrators and one day of weapon inspection and assignment.	Axon	1 Day	\$2,750	1/1/2021
Professional Services Training Four-day training package. full four-day package we customize the plan with each individual agency. The package includes what is covered in the one-day class, plus offers other items as directed by the agency. These items could include: A 10 Person Instructor Course in which a Master Instructor would come to the agency, provide all necessary materials, and certify up to 10 officers on the purchased weapons. Another option is weapon and docking station registration. And finally, agencies can opt for a Weapon Transition Service in which a PSO member would assist with transition from a legacy weapon system to an updated model.		Full Service	\$17,000	1/1/2021
Virtual Reality Training	HTC	Virtual Reality Training	\$12.50 per user per month	1/1/2021
Taser 7 VR Cartridges (3.5 & 12 degree)	Axon	VR cartridges	\$60	1/1/2021

Master Instructor Training Master Instructors have the ability to train other Instructors. This is not inclusive of any necessary travel or accommodation costs.	Axon	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	\$1,495	
Instructor Course Training Instructors are able to return to their agency and certify users on the use of weapons. This is not inclusive of any necessary travel or accommodation costs.	Axon	TASER 7 INSTRUCTOR COURSE VOUCHER	\$375	

TASER 7 PLANS BREAKDOWN (Appendix A)

FEATURE	BASIC - UPFRONT	BASIC - SUBSCRIPTION	CERTIFICATION	T7 CERTIFICATION + VR BUNDLE
Handle	✓	✓	✓	✓
Holster	✓	✓	✓	✓
Dock	✓	✓	✓	✓
Rechargeable Battery	✓	✓	✓	✓
Axon Evidence License	✓	✓	✓	✓
Hardware Warranty	✓	✓	✓	✓
Cartridges			✓	✓
End User Training			✓	✓
Unlimited Instructor Training ²			✓	✓
Access to online Training Content			✓	✓
HTC VIVE VR Headset				✓
Community Engagement Training (unlimited access)				✓
Simulator Training (unlimited access)				✓
Supplemental Online Training in Axon Academy (unlimited access)				✓
Unlimited Storage Training Reports, Records & Videos				✓

Instructor voucher offered at a 1% ratio to agencies with 50 or more licenses; One Master Instructor voucher offered at 50 or more licenses with additional voucher per 1,000 cumulative licenses
Only for agencies with 40+ officers

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Exhibit C**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 \$5,000,000 per occurrence and \$10,000,000 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. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages 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 Cedar
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-141

Email: DESContractsTeamCedar@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.