

STATE OF TEXAS §
§
COUNTY OF COLLIN § AGREEMENT FOR PURCHASE OF TASER 7
§ CONDUCTED ELECTRICAL WEAPONS

This Agreement for Purchase of Taser 7 Conducted Electrical Weapons ("Agreement") is made by and between the City of Allen, Texas ("City") and Axon Enterprises, Inc., a Delaware corporation ("Company"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

Recitals:

WHEREAS, the City, as a Participating Agency, and National Purchasing Partners ("NPP") entered into a Member Intergovernmental Cooperative Purchasing Agreement authorized by Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code under which Participating Agencies may utilize competitively solicited vendor contracts; and

WHEREAS, the City procured the services of the Company through the Third Amendment to Law Enforcement Equipment Master Price Agreement between Public Procurement Authority and Company for law enforcement equipment; and

WHEREAS, the City desires to obtain One Hundred Forty (140) Taser 7 Conducted Electrical Weapons and associated equipment, training, training equipment warranties ("Taser 7") from Company in accordance with the scope of services and bid specifications attached hereto and made a part hereof as Exhibit "A" ("Services"); and

WHEREAS, Company desires to provide the Taser 7 to the City in accordance with Exhibit "A";

NOW THEREFORE, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article I
Term

The Term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue for a period of five (5) years, unless earlier terminated as provided herein.

Article II
Contract Documents

Every provision of the documents below is incorporated into this Agreement by reference. The documents referenced below are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence.

- A. This Agreement; and
- B. Company's Scope of Services (attached as Exhibit "A").

Article III Scope of Services

Company shall provide the Services specifically set forth in Exhibit "A".

Article IV Schedule of Work

Company agrees to commence the Services upon the Effective Date of this Agreement and to complete the required Services in accordance with the schedules and at the times and locations provided by the City as set forth in Exhibit "A".

Article V Compensation and Method of Payment

The City shall compensate Company for the Services, including all labor, materials, equipment and supplies as provided in Exhibit "A." The total compensation to Company shall not exceed Four Hundred Forty-Eight Thousand Nine Hundred Thirty-Nine Dollars and 40/100 (\$448,939.40) during the Term of this Agreement. Company shall provide the City with written invoices on an annual basis in accordance with Exhibit "A." Upon approval, the City shall compensate Company as set forth in Exhibit "A" with the payment term being net 30 days after the date the City is delivered a written invoice for Services completed.

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Company if the City reasonably determines in its sole discretion that Company has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Company shall be suspended until Company has taken satisfactory corrective action.

Article VII Devotion of Time; Personnel; and Equipment

7.1 The Company shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Company shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by the City; and without decreasing the effectiveness of the performance of services required under this Agreement.

7.2 To the extent reasonably necessary for the Company to perform the services under this Agreement, the Company shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Company may deem proper to aid or assist in the performance of the services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by the Company.

7.3 The Company shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

7.4 Time is and shall be of the essence in the performance of this Agreement as written.

Article VIII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled.

Article IX Termination

This Agreement may be terminated by:

- (a) by mutual written agreement of the Parties;
- (b) by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement and such default or breach remains uncured for 30 days;
- (c) by either Party, upon thirty (30) days prior to written notice. Should Company terminate this Agreement under this provision, Company shall further state the reason(s) for termination in its written notice;
- (d) by the City, if Company suffers an Event of Bankruptcy or Insolvency; or "Event of Bankruptcy" shall mean the dissolution or termination (other than a dissolution or termination by reason of Company merging with an affiliate of Company) of Company's existence as a going business, insolvency, appointment of receiver for any part of Company's property and such appointment is not terminated within ninety (90) business days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company and in the event such proceeding is not voluntarily commenced by the Company, such proceeding is not dismissed within ninety (90) business days after the filing thereof; or
- (e) by the City, if City fails to budget and appropriate funds for payment of the obligations hereunder for the then ensuing fiscal year.

Article X Insurance

- (a) For coverage requirements, please refer to the table on the following page. All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation or non-renewal. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, Company shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (b) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (c) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, Company shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, Company shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Company by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for:	\$1,000,000 each occurrence	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
a) Premises/Operations	\$2,000,000 general aggregate	
b) Products/Completed Operations	\$2,000,000 Umbrella/ Excess Liability	
c) Independent Contractors		
d) Personal Liability		

e) Contractual Liability		
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Company may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by Company to which City has consented, the assignee shall agree in writing with City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

11.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

11.7 Independent Company. It is understood and agreed by and between the Parties that Company, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third-party in connection with these actions. All services to be performed by Company pursuant to this Agreement shall be in the capacity of an independent Company, and not as an agent or employee of City. Company shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City:

Eric Ellwanger
City Manager
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
Telephone: 214.509.4110
Facsimile: 214.509.4118

With copy to:

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard
1800 Ross Tower
Dallas, Texas 75201
Telephone: 214-965-9900
Facsimile: 214-965-0010

If intended for Company:

Axon Enterprise, Inc.
ATTN: Legal
17800 North 85th Street
Scottsdale, AZ 85255
Telephone: 480.905.2000
Facsimile: 480.991.0791

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits and Recitals. The exhibits attached hereto and the Recitals are incorporated herein and made a part hereof for all purposes.

11.11 Indemnification. Company shall release, defend, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages, (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting

from the services provided by Company to the extent caused by the negligent act or omission or intentional wrongful act omission of Company, its officers, agents, employees, subcontractors, licensees, invitees or any other third-parties for whom Company is legally responsible (hereinafter "Claims") except in the case of negligent acts, omissions or willful misconduct of the City or claims that fall under Workers Compensation coverage. Company is expressly required to defend the City against all such Claims.

In its sole discretion, the city shall have the right to select or to approve defense counsel to be retained by Company in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by the City in writing. The City reserves the right to provide a portion or all of its own defense; however, the City is under no obligation to do so. Any such action by City is not to be construed as a waiver of Company's obligation to defend City or as a waiver of Company's obligation to indemnify the City pursuant to this Agreement. Company shall retain City approved defense counsel within seven (7) business days of the City's written notice that the City is invoking its right to indemnification under this Agreement. If Company fails to retain Counsel within such time period, the City shall have the right to retain defense counsel on its own behalf, and Company shall be liable for all costs incurred by the City.

11.12 Intellectual Property. Company shall hold harmless, defend and indemnify the City, its directors, officers, managers, employees, agents and assigns from any loss of any kind based on a claim that the work performed, or products provided hereunder with respect to work delivered or independently developed by contractor or its employees for the benefit of the City (except City-directed work), including material(s) or any part thereof, constitutes infringement of any patent, trademark, trade-name, copyright, trade secret, or other intellectual property infringement, including but not limited to claims arising out of the manufacture, sale or use of such work, products or materials. Such indemnification shall include all damages and costs incurred by the City as the result of the claim, including attorney fees and expert witness fees. Company further agrees to defend, indemnify, and hold harmless the City, its directors, managers, employees, agents and assigns, from and against any demand for payment for the use of any patented material, process, device, article, trademark, trade-name, copyright, trade secret, or other intellectual property infringement that may result from the work or materials covered by this Agreement. Provided, the foregoing indemnity shall not apply if the claim results from deliverables that as furnished by Company to the City do not infringe upon any U.S. letters patent or copyright and (1) City's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Company when such use in combination infringes upon an existing U.S. letter patent or copyright; or (3) the use of a deliverable in a manner materially inconsistent with the specifications provided by contractor.

11.13 Audits and Records. Company agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Company's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

11.14 Conflicts of Interests. The Company represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

11.15 Warranty. Company warrants to the City that all labor furnished to perform the work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that the work will be performed in a good and workmanlike manner and at least in accordance with industry standards, and that the work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All work not conforming to these requirements may be considered defective.

11.16 Prohibition of Boycott Israel. Company verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. Effective September 1, 2019, this section does not apply if Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) Company has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature page to follow)

EXECUTED this _____ day of _____, 2019.

CITY OF ALLEN

By: _____
Eric Ellwanger, City Manager

Allen City Hall
305 Century Parkway
Allen, Texas 75013

ATTEST:

By: _____
Shelley B. George, City Secretary

Approved as to Form:

By: _____
Peter G. Smith, City Attorney
(11-27-2019:TM 112320)

EXECUTED this _____ day of _____, 2019.

AXON ENTERPRISES, INC.

By: _____
Signature of Authorized Officer

Name: Matt Murstad
Print Name

Title: VP, Sales Operations

ADDRESS

17800 W. 85th St.
Scottsdale, AZ 85255

EXHIBIT "A"
Scope of Services



Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement ("**Agreement**") applies to Agency's TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1. **Term.** The start date is based on 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 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have its own 60-month term, starting on the shipment of TASER 7 as described above.
2. **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty, and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
3. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
4. **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
5. **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon delivery to common carrier by Axon. If Agency requests expedited shipping, Agency is responsible for expedited shipping charges. Any loss or damage during shipment is Agency's responsibility. Shipping dates are estimates only. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
7. **Hardware Limited Warranty.** Axon's manufacturer warranty warrants that its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of receipt. Axon warrants its accessories for 90-days from date of receipt. Expended CEW cartridges are deemed to have operated properly. Extended warranties run from expiration of



Axon Enterprise, Inc.'s TASER 7 Agreement

the 1-year manufacturer warranty through the term of the extended warranty. Non-Axon manufactured products are not covered by Axon's warranty.

If Axon receives a valid warranty claim during the warranty period, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. 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 is longer. A replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service, visit www.axon.com/support. Before delivering product for service, Agency must upload product data to Axon Evidence (Evidence.com) or download it and retain a copy. Axon is not responsible for loss of data or other information contained on the storage media or any part of the product.

8. **Extended Warranty.** If the Quote includes a TASER 7 plan (**TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification**), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. TASER 7 plans extended warranty coverage begins on the Start Date and continues for the Term. If the Quote does not include a TASER 7 plan, Agency may purchase extended warranties to provide coverage.
9. **Warranty Limitations.** Axon's warranty obligations exclude damage related to: (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

10. **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.



Axon Enterprise, Inc.'s TASER 7 Agreement

11. **Trade-In.** If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

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

12. **Product Warnings.** See www.axon.com/legal for the most current Axon product warnings.
13. **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.
14. **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 14.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 14.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
 - 14.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
15. **Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
16. **Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
17. **Export Compliance.** Each party will comply with all import and export control laws and regulations.
18. **Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.



Axon Enterprise, Inc.'s TASER 7 Agreement

19. **Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
20. **Entire Agreement.** This Agreement, including the Appendices, represent the entire agreement between the parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the parties. If any portion of this Agreement is held invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TASER 7 Evidence.com Terms of Use Appendix

- 1 **Subscription Term.** The TASER 7 Evidence.com Subscription Term begins on the Start Date.
- 2 **Agency Content.** "Agency Content" means software, data, text, audio, video, images or other content any of Agency's end users (a) run on Evidence.com; (b) cause to interface with Evidence.com; or (c) upload to Evidence.com under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency a TASER 7 Evidence.com subscription, Agency may access and use Evidence.com for the storage and management of data from TASER 7 CEW devices during the TASER 7 Evidence.com Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Evidence.com. Agency may not exceed the number of end users than the Quote specifies.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Evidence.com to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure



Axon Enterprise, Inc.'s TASER 7 Agreement

Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program 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.

- 6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Evidence.com violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Evidence.com. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Evidence.com.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Evidence.com that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.

- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Evidence.com remains within the United States. Ownership of Agency Content remains with Agency.

- 10 **Suspension.** Axon may suspend Agency access or any end user's right to access or use any portion or of Evidence.com immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;

10.2. Agency or an end user's use of or registration for Evidence.com (i) poses a security risk



Axon Enterprise, Inc.'s TASER 7 Agreement

to Evidence.com or any third party, (ii) may adversely impact Evidence.com or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com due to suspension, except as specified elsewhere in this Agreement.

- 11 **Evidence.com Warranty.** Axon warrants that Evidence.com will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Evidence.com.
- 12 **Evidence.com Restrictions.** All Evidence.com subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Evidence.com;
 - 12.2. reverse engineer, disassemble, or decompile Evidence.com or apply any other process to derive any source code included in Evidence.com, or allow any others to do the same;
 - 12.3. access or use Evidence.com with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4. use trade secret information contained in Evidence.com, except as expressly permitted in this Agreement;
 - 12.5. access Evidence.com to build a competitive product or service or copy any features, functions, or graphics of Evidence.com;
 - 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Evidence.com ; or
 - 12.7. use Evidence.com to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During this 90-day period, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Evidence.com during this 90-day period other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in Evidence.com. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Evidence.com.
- 14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data



Axon Enterprise, Inc.'s TASER 7 Agreement

retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, 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 Agency is a U.S. Federal department or using Evidence.com on behalf of U.S. Federal department, Evidence.com is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Evidence.com on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Evidence.com.
- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Evidence.com Warranty, and Evidence.com Restrictions.

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

Q-232200-43774.779JM

Issued: 11/05/2019



Quote Expiration: 12/31/2019

Account Number: 237178

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Ken Myers
Allen Police Dept. - TX
205 W MCDERMOTT DR
ALLEN, TX 75013
US

BILL TO

Allen Police Dept. - TX
ATTN: FINANCE
305 CENTURY PKWY
ALLEN, TX 75013
US

SALES REPRESENTATIVE

Jason Maxwell
Phone: (480) 502-6201
Email: jmaxwell@taser.com
Fax: (480) 378-6152

PRIMARY CONTACT

Ken Myers
Phone: (214) 509-4291
Email: kmyers@cityoffallen.org

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	140	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	140	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	2	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	140	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	140	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	1	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	280	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	280	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	280	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	280	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	280	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	280	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	168	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	168	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	140	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE	2	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	24	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	24	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	0.00	0.00	0.00
Other					
20144	TASER 7 CERTIFICATION PLAN	140	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	140	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	140	720.00	326.71	45,739.40
Subtotal					45,739.40
Estimated Shipping					0.00
Estimated Tax					0.00
Total					45,739.40

Year 1 - Trade In

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	140	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	4	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	280	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	280	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	280	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	280	0.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	140	720.00	720.00	100,800.00
Subtotal					100,800.00
Estimated Tax					0.00
Total					100,800.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	280	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	280	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	280	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	280	0.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	140	720.00	720.00	100,800.00
				Subtotal	100,800.00
				Estimated Tax	0.00
				Total	100,800.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	280	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	280	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	280	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	280	0.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	140	720.00	720.00	100,800.00
				Subtotal	100,800.00
				Estimated Tax	0.00
				Total	100,800.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	280	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	280	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	280	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	280	0.00	0.00	0.00
Other					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	140	720.00	720.00	100,800.00
				Subtotal	100,800.00
				Estimated Tax	0.00
				Total	100,800.00
Grand Total					448,939.40



Discounts (USD)

Quote Expiration: 12/31/2019

List Amount	504,000.00
Discounts	55,060.60
Total	448,939.40

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	45,739.40
Year 1 - Trade In	0.00
Spares	0.00
Year 2	100,800.00
Year 3	100,800.00
Year 4	100,800.00
Year 5	100,800.00
Grand Total	448,939.40

Notes

National Purchasing Partners (NPP) - CEW Contract No. VH11630 used for pricing and terms.

The parties agree that Axon is granting a credit of \$9,700.00 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 11/1/2019-11/15/2019, resulting in a 12/1/2019 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

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

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (Or write N/A): _____

Please sign and email to Jason Maxwell at jmaxwell@taser.com or fax to (480) 378-6152

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

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Axon Internal Use Only

SFDC Contract#:

Order Type:

RMA#:

Address Used:

SO#:

Review 1

Review 2

Comments:

Q-232200-43774.779JM



Allen Police Dept. - TX

A T T E N T I O N

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

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