

State of Oregon

**PRICE AGREEMENT
WITH**

**Axon Enterprise, Inc
FOR**

**Axon TASERs and Associated Components, Including
Software**

Price Agreement PA 8319

8913 *M*

This Price Agreement ("Agreement") is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services ("DAS PS") on behalf of State Agencies and other Authorized Purchasers and AXON Enterprise, Inc. a State of Delaware Corporation ("Contractor") for Axon Tasers and Associated Components, including Software ("Products").

Section 1 – Agreement

1.1 Parties

- 1.1.1 The only parties to this Agreement are Contractor and DAS PS.
- 1.1.2 Authorized Purchasers may purchase Products and related services, including the software, specified in Exhibit A ("Products"), subject to the Special Terms set forth in Section 3 of this Agreement, the Specifications set forth in Exhibit E and Software License Agreement and Rider attached hereto as Exhibit E-1, by issuing ordering instruments that create and become part of separate contracts ("Contracts"). The only parties to Contracts created by ordering instruments are the applicable Authorized Purchaser and Contractor. DAS PS is an intended beneficiary of each Contract created by an ordering instrument.
- 1.1.3 As used in this Agreement, "Authorized Purchaser" means:
 - X Any agency of the State of Oregon
 - X Any participant in the Oregon Cooperative Purchasing Program ("ORCPP")

1.2 Process

- 1.2.1 Authorized Purchasers may order Products during the Term of this Agreement using an ordering instrument:
 - a) Authorized Purchasers that are agencies of the State of Oregon may use either of the following as ordering instruments: i) the DAS PS approved purchase order form. Exhibit B is a sample DAS PS approved purchase order form; or ii) an electronic ordering method when the Authorized Purchaser is using a Small Purchase Order Transaction System (SPOTS) card. Unless expressly authorized by DAS PS in writing, Contractor shall not accept a different type of ordering instrument from a State agency.

- b) Authorized Purchasers that are not agencies of the State of Oregon may use their own purchase order forms as ordering instruments.
- c) To be effective, the ordering instrument must specify all of the following:
 - i) Language stating that the ordering instrument is submitted under this Agreement (and include the Agreement reference number from the Agreement coversheet).
 - ii) The specific Products and quantity of each item ordered.
 - iii) The net price.
 - iv) The requested delivery schedule.
 - v) The delivery location(s).
 - vi) The invoicing address.
 - vii) The Authorized Purchaser's authorized representative and relevant contact information, including an e-mail address or fax number.

1.2.2 A Contract created by an ordering instrument consists only of the terms specified or required by this Agreement. Additional, different or conflicting terms and conditions in any purchase order(s) or any other form of either an Authorized Purchaser or the Contractor may not vary the terms of a Contract. Additional, different or conflicting terms and conditions on a purchase order or other form are of no effect.

1.2.3 Contractor shall accept ordering instruments from Authorized Purchasers that comply with the provisions of this Agreement until this Agreement terminates. Contractor may, but is not required to accept an ordering instrument that requests delivery schedule of less than any minimum lead time (if any) specified in Exhibit A.

1.2.4 An ordering instrument is deemed accepted by Contractor unless Contractor rejects an ordering instrument within two (2) business days after it is received. Contractor may reject an ordering instrument: i) using the same means as were used to deliver the ordering instrument, or ii) by e-mail or facsimile if that information is evident on the ordering instrument. Contractor shall specify the reason(s) for rejection.

1.2.5 Accepted ordering instruments establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3. As used in the Contracts, "Price Agreement" means this Agreement.

1.2.6 DAS PS is not obligated or liable under an ordering instrument unless DAS PS is purchasing Products as the Authorized Purchaser.

1.2.7 Nothing in this Agreement obligates any Authorized Purchaser to place any ordering instrument.

1.2.8 Contractor shall reject an ordering instrument from any entity that is not an Authorized Purchaser under this Agreement. Contractor may verify

that Authorized Purchasers are ORCPP participants at the following address:

<https://www.oregon.gov/das/Procurement/Pages/Orcppmember.aspx>

- 1.2.9 Contractor shall reject an ordering instrument that does not meet the requirements of this Agreement.

1.3 Prices

- 1.3.1 Except as provided in this Section, during the Term of this Agreement, Contractor shall offer Products to Authorized Purchasers at prices that do not exceed the prices listed in Exhibit A.
- 1.3.2 Contractor and Authorized Purchaser may agree to lower prices for Products. Those lower prices apply only to applicable Contracts between Contractor and Authorized Purchaser.
- 1.3.3 Contractor shall subtract from prices charged to Authorized Purchasers any unit price decrease that has been achieved or gained by the Contractor, whether through the manufacturer or otherwise. Contractor shall give Authorized Purchasers the immediate benefit of the decrease. Contractor shall promptly notify Contract Administrator of the amount and effective date of the decrease.
- 1.3.4 Either party to this Agreement may request a price adjustment, in whole or in part.
- 1.3.5 Contractor may request unit price increases from DAS PS no more often than annually, commencing from the date of the awarded and signed agreement. Contractor must submit a request to the Contract Administrator in writing at least 60 days before the proposed effective date of the increase, or at such other time as specified by the Contract Administrator for submittal of the request. The request must show all proposed increases by line item and include supporting documentation acceptable to DAS PS. DAS PS may require Contractor to provide U.S. Bureau of Labor Statistics Producer Price Index or Consumer Price Index data or any other relevant manufacturer or industry data substantiating the increase. However, a price increase may not produce a higher profit margin for Contractor than at the beginning of the initial term of this Agreement. The increase may not exceed five (5) % of the price immediately before the increase.

1.4 Volume Sales Report

Contractor shall remit to DAS PS a Volume Sales Reports ("VSR") as described in Exhibit C.

1.5 Term of Agreement

- 1.5.1 The initial term of this Agreement begins on the date this Agreement has been signed by DAS PS and Contractor and all required approvals have been obtained (the "Effective Date") and ends on the six (6) year anniversary of the Effective Date unless sooner terminated or extended as provided in this Agreement. DAS PS has the option to extend this Agreement for consecutive one year terms as approved by DAS PS. DAS PS will exercise the option to extend, if at all, by giving Contractor written notice of such exercise no later than 30 calendar days before the expiration of the then-current term. The initial term and all extension terms are collectively the "Term" of this Agreement.
- 1.5.2 After this Agreement is terminated, Contractor shall not accept new ordering instruments.
- 1.5.3 Termination of this Agreement also terminates ordering instruments in which the Contractor is not legally required to deliver specific quantities of Products at specific times. The intent of this paragraph is to terminate what is commonly known as a blanket purchase order (an order that may contain detail of the Products, but actual sale of Products is made by periodic releases that specify a date for delivery of specific Products).
- 1.5.4 Except as provided in Section 1.5.3, termination of this Agreement does not terminate any right or obligation of a party to a Contract that is based on an ordering instrument accepted before termination of this Agreement.
- 1.5.5 DAS PS may terminate this Agreement upon thirty (30) calendar days written notice to Contractor for any or no reason.

1.6 Insurance

Contractor shall obtain insurance specified in Exhibit D and shall maintain the insurance until all Contracts under this Agreement are terminated.

1.7 Miscellaneous

- 1.7.1 Choice of Law. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- 1.7.2 Designation of Forum and Consent to Jurisdiction. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

1.7.3 Confidential Information. The parties acknowledges that they and their employees or agents may, in the course of performing its responsibilities under this Agreement, be exposed to or acquire information that is confidential to the other party(s) or the other party's clients. Any and all information of any form obtained by one party or its employees or agents in the performance of this Agreement is confidential information of the other party ("Confidential Information"). The parties shall treat any reports or other documents or items (including software) which result from the use of the Confidential Information by the recipient of such information with respect to confidentiality in the same manner as the Confidential Information. Confidential Information does not include information that (i) is or becomes (other than by disclosure by the party acquiring such information) publicly known or is contained in a publicly available document; (ii) is furnished by the party disclosing such information to others without restrictions similar to those imposed by this Agreement; (iii) is rightfully in the receiving party's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (iv) is obtained from a source other than the discloser without the obligation of confidentiality, (v) is disclosed with the written consent of the disclosing party, or; (vi) is independently developed by employees or agents of the receiving party who can be shown to have had no access to the Confidential Information.

The recipient of Confidential Information shall hold Confidential Information in strict confidence, using at least the same degree of care that it uses in maintaining the confidentiality of its own Confidential Information, and the recipient shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than as contemplated by this Agreement or reasonably related thereto, including without limitation the use by DAS PS or Authorized Purchaser contractors who need to access or use the Confidential Information for any valid business purpose, and to advise each of its employees and contractors of their obligations to keep Confidential Information confidential.

Each party shall use commercially reasonable efforts to assist the other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, each party shall advise the other immediately in the event it learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will at its expense cooperate with the other in seeking injunctive or other equitable relief in the name of the other against any such person.

Each party agrees that, except as provided in this Agreement or directed by the other, it will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to

any person, and that upon termination of this Agreement each party will turn over to the other all documents, papers and other matter in its possession which embody Confidential Information.

Contractor agrees to comply with all reasonable requests by DAS PS or Authorized Purchaser to ensure the confidentiality and nondisclosure of the State's, DAS PS', or Authorized Purchaser's Confidential Information, including without limitation (i) obtaining nondisclosure agreements from Contractor's employees and agents who are performing Services and providing copies of such agreements to DAS PS or Authorized Purchaser, (ii) performing criminal background checks on each of Contractor's employees and agents who are performing Services, and providing a copy of the results to DAS PS or Authorized Purchaser, and (iii) complying with the State's or Authorized Purchaser's access and security policies and procedures.

The State's, DAS PS', and Authorized Purchaser's obligations under this Section are subject to the Oregon Public Records Laws, ORS 192.311 through ORS 192.478.

- 1.7.4. Amendments. No amendment of this Agreement is valid unless it is in writing and signed by the parties.
- 1.7.5. Transfer. Contractor shall not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without first obtaining the written consent of DAS PS. DAS PS' consent to any subcontract (or other delegation of duties) does not relieve Contractor of any of its duties or obligations under this Agreement. This Agreement is binding upon and inures to the benefit of each of the parties, and, except as otherwise provided their permitted legal successors and assigns.
- 1.7.6. Counterparts. This Agreement may be executed in two or more counterparts, each of which is an original, and all of which together are deemed one and the same instrument. Notwithstanding that all parties are not signatories to the same counterpart.
- 1.7.7. Force Majeure. Neither party is responsible for delay or default caused by an unallocated risk such as fire, riot, and acts of God or war, or by any other cause not within the control of the party whose performance is interfered with, and, which by the exercise of reasonable diligence, the party is unable to prevent. DAS PS may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of this Agreement.

In the event of any such delay, Contractor's obligations are suspended to the extent of and for the duration of such causes. However, Contractor shall take all good faith efforts to eliminate the cause of any such delay, and upon the cessation of such cause, shall resume performance of

Contractor's obligations with all reasonable diligence. If necessary, the period for performance under this Agreement will be extended to enable Contractor, once such causes have been removed, to fulfill its obligations hereunder.

- 1.7.8 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the entire agreement between the parties and merges all prior and contemporaneous communications with respect to the subject matter.
- 1.7.9 Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties, or notices to be given under this Agreement, are effective only if given in writing by personal delivery, facsimile, email or United States Postal Service, postage prepaid, to the Contract Administrator for Contractor or DAS PS at the address or number set forth below in Section 4 or 5, as applicable, or to such other addresses or numbers as either party may later indicate pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by facsimile is deemed given on the day the transmitting machine generates a receipt of a successful transmission of the notice, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.
- 1.7.10 No Third Party Beneficiaries. DAS PS and Contractor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or will be construed to give or provide, any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement. Authorized Purchasers are intended beneficiaries of this Agreement.
- 1.7.11 Waiver. The failure of DAS PS to enforce any provision of this Agreement or the waiver of any violation or nonperformance of this Agreement in one instance does not constitute a waiver by DAS PS of that or any other provision nor is it a waiver of any subsequent violation or nonperformance. Such failure to enforce waiver, if made, is effective only in the specific instance and for the specific purpose given.
- 1.7.12 Certification of Compliance with Tax Laws. Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state. Contractor shall, throughout the duration of this

Agreement and any Contract and any extensions thereof, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to Products, services, or property, whether tangible or intangible, provided by Contractor; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this subsection 1.7.12 constitutes a material breach of this Agreement and any Contract. Any failure to comply entitles DAS PS or Authorized Purchaser to terminate this Agreement or Contract, as applicable and to pursue and recover any and all damages that arise from the breach and the termination of this Agreement or Contract, and to pursue any or all of the remedies available under this Agreement or Contract, at law, or in equity, including but not limited to:

- Termination of this Agreement or Contract, as applicable, in whole or in part;
- Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's or Authorized Purchaser's setoff right, without penalty; and
- Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. DAS PS or Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach of this Agreement or Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

1.7.13 Statutory Obligations. DAS PS' performance under this Agreement is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Agreement), 279B.230 and 279B.235 (if applicable to this Agreement), which are incorporated into this Agreement by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

- 1.7.14 Access to Records. Contractor shall retain, maintain, and keep accessible all records relevant to the this Agreement (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit DAS PS and its duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.
- 1.7.15 Performance Evaluations. DAS PS may conduct evaluations of Contractor's performance during the term of this Agreement. DAS PS will compile and maintain completed evaluations, which will become a written record of Contractor's performance. DAS PS may also maintain as part of that written record information obtained from Contractor during an exit interview following Contract termination. DAS PS may provide copies of any documents in the written record to the Contractor and third parties upon request. DAS PS may use performance evaluations in any way it deems necessary, in its sole discretion, including but not limited to making responsibility determinations and decisions to award contracts.
- 1.7.16 Reporting. This Agreement and Contract(s) of Authorized Purchasers who are state agencies will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing the Contractor's compensation under this Agreement or Contract or (ii) exercising a right of setoff against Contractor's compensation under this Agreement or Contract for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

Section 2 – Standard Terms for Contracts Under This Agreement

- 2.1 **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** The Contract consists of the ordering instrument and the provisions in Sections 2 and 3. In the event of a conflict between the ordering instrument and provisions in Sections 2 and 3, the provisions in Sections 2 and 3 take precedence.
- 2.2 **PAYMENT:** Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. **AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT.** Subject to Authorized Purchaser's acceptance of goods, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.

- 2.3 OVERDUE CHARGES:** At Contractor's option, it may assess overdue account charges to Authorized Purchaser up to a maximum rate of two-thirds of one percent per month (8% per annum).
- 2.4 PAYMENT ADDRESS:** Payments must be sent to the address specified in the Contractor's invoice.
- 2.5 INVOICES:** Contractor shall invoice Authorized Purchaser only after delivery of all Products ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:
- 2.5.1 Price Agreement number.
 - 2.5.2 Ordering instrument number.
 - 2.5.3 Products ordered.
 - 2.5.4 Date delivered.
 - 2.5.5 Volume or quantity of Products delivered.
 - 2.5.6 The price per item of Products.
 - 2.5.7 The total amount invoiced.
 - 2.5.8 The address to which payment is to be sent.
- 2.6 PRICES:** Contractor represents that all prices for Products under this Contract are equal to or better than the prices listed in the Price Agreement
- 2.7 CANCELLATION; INSPECTIONS AND ACCEPTANCE:** The Authorized Purchaser may cancel an order in whole or in part before Products described in the cancelled whole or part are delivered. The Authorized Purchaser has fifteen (15) calendar days from date of delivery of the entire order within which to inspect and accept or reject the Products, and Authorized Purchaser may revoke acceptance of nonconforming Product(s) under ORS 72.6080 within a reasonable time after acceptance, not to exceed fifteen (15) calendar days after acceptance. If the Products are rejected, the Authorized Purchaser shall provide Contractor with written notice of rejection. Notice of rejection must include itemization of apparent defects, including but not limited to (i) discrepancies between the Products and the applicable specifications or warranties (including variance from demonstrations or sample characteristics where demonstrations or samples have been provided), or (ii) otherwise nonconforming Products (including late delivery). If cure is allowed, notice of rejection must also specify when cure will be allowed.

- 2.7.1 The Authorized Purchaser may elect to have Contractor deliver substitute conforming Products at no additional cost to the Authorized Purchaser. In such an event, Contractor shall deliver substitute conforming Products within fifteen (15) calendar days of receipt of notice of rejection.
- 2.7.2 If the Products are rejected or acceptance is revoked, Contractor shall refund any Contract payments that have been made with regard to the rejected Products, and shall (at Contractor's sole cost and expense) remove the Products within seven (7) calendar days of receiving notice of rejection or revocation of acceptance.
- 2.7.3 Nothing contained in Section 2.7 precludes Authorized Purchaser from other remedies to which it may be entitled upon rejection or revocation of acceptance.

2.8 REPRESENTATIONS AND WARRANTIES:

- 2.8.1 **OFFICER STATUS, INSURANCE:** Contractor represents and warrants that it is not an "officer," "employee," or "agent" of the Authorized Purchaser, as those terms are used in ORS 30.265. Contractor represents and warrants that Contractor has obtained and will maintain during the term of this Contract all insurance required by the Price Agreement.
- 2.8.2 **WARRANTY ON MATERIALS, DESIGN, MANUFACTURE:** Contractor represents and warrants that all Products are new, unused, current production models, and are free from defects in materials, design and manufacture. Contractor further represents and warrants that all Products are in compliance with and meet or exceed all specifications in Exhibit A and Exhibit E to the Price Agreement.
- 2.8.3 **WARRANTY ON SERVICE STANDARDS:** Contractor warrants that all services required to be performed, if any, shall be performed in a good and workmanlike manner in accordance with standards prevalent in the industry.
- 2.8.4 **WARRANTY OF TITLE:** Subject to the rights of Taser International, Inc. in the software as set forth in Section 3, Contractor represents and warrants that all Products are free and clear of any liens or encumbrances, that Contractor has full legal title to the Products or the right to grant a license to the Products, and that no other person or entity, other than Taser International, Inc., has any right, title or interest in the Products which is superior to or infringes upon the rights granted to the Authorized Purchaser under this Contract.
- 2.8.5 **WARRANTY ON SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that Products provided under this Contract comply with all applicable federal health and safety standards, including but not limited to, Occupational Safety and Health

Administration (OSHA), and all Oregon safety and health requirements, including, but not limited to, those of the Oregon Consumer and Business Services Department.

2.8.6 MANUFACTURER WARRANTIES: Contractor shall have all manufacturer warranties covering the Products and component parts, if any, transferred to the Authorized Purchaser, and provide warranty documents to the Authorized Purchaser, at time of delivery at no charge. A copy of the manufacturer warranty is attached as Exhibit E-2 to this Agreement.

2.8.7 WARRANTIES CUMULATIVE: The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in this Contract. All warranties provided in this Contract are cumulative, and are intended to afford the Authorized Purchaser the broadest warranty protection available.

2.9 COMPLIANCE WITH APPLICABLE LAWS AND STANDARDS:

2.9.1 Contractor shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Contract as they may be adopted or amended from time to time.

2.9.2 STATUTORY TERMS: Authorized Purchaser's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230 and 279B.235 (if applicable to this Contract), which are incorporated into this Contract by reference. Contractor shall, to the maximum extent economically feasible in the performance of this Contract, use recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

2.9.3 NONCOMPLIANT GOODS: In the event of a conflict between the specifications in this Contract and applicable federal or State law, the law prevails. Contractor shall make any modifications required to achieve compliance with law. When Contractor is notified or becomes aware of any required modifications, Contractor shall immediately notify DAS PS and Authorized Purchaser.

2.9.4 RECALLED GOODS OR COMPONENTS: In the event any Products or component parts are recalled by a regulatory body or the manufacturer, or discovered by Contractor not to be in compliance with the applicable specifications, Contractor shall immediately notify DAS PS and the Authorized Purchaser of the recall or non-compliance, and shall provide copies of the notice or other documentation. Upon notification, Authorized Purchaser may elect to do any of the following:

- a) Cancel any portion of the ordering instrument.
- b) Reject the Products.
- c) Revoke its acceptance of the Products.
- d) Require Contractor to complete necessary modifications, where applicable, in a timely manner, at no charge to the Authorized Purchaser.
- e) Terminate the Contract.

In the event of rejection or revocation of acceptance under this subsection, Contractor shall promptly remove the Products at its sole cost and expense, and reimburse Authorized Purchaser for any payments made.

- 2.10 FOREIGN CONTRACTOR:** If the amount of the Contract exceeds ten thousand dollars (\$10,000), and if Contractor is not domiciled in or registered to do business in the State, Contractor shall promptly provide to the Oregon Department of Revenue all information required by that Department relative to the Contract. Authorized Purchaser may withhold final payment under the Contract until Contractor has met this requirement.
- 2.11 MATERIAL SAFETY DATA SHEET:** Contractor shall provide the Authorized Purchaser at time of delivery with a Material Safety Data Sheet (MSDS) as defined by the Occupational Safety and Health Administration (OSHA) for any Products provided under the Price Agreement which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must properly label, tag or mark such Products. Additionally, Contractor shall deliver EPA labels and MSDS information if available and as requested by Authorized Purchasers.
- 2.12 TIME IS OF THE ESSENCE:** Time is of the essence for performance of Contractor's performance obligations under this Contract.
- 2.13 FORCE MAJEURE:** Neither Authorized Purchaser nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. Authorized Purchaser may terminate this Contract upon written notice to Contractor after reasonably determining that such delay or default will likely prevent successful performance of the Contract.
- 2.14 WORKERS COMPENSATION INSURANCE:** All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless such employers are exempt under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors, if any, complies with these requirements.

2.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: If Authorized Purchaser is an agency of the State of Oregon or another governmental body, payment obligations under this Contract are conditioned upon Authorized Purchaser's receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract. At the time the ordering instrument was issued, Authorized Purchaser had sufficient funds available and authorized to make payments under this Contract.

2.16 INDEPENDENT CONTRACTOR STATUS; RESPONSIBILITY FOR TAXES AND WITHHOLDING:

2.16.1 Contractor is an independent contractor. Although the Authorized Purchaser reserves the right (i) to determine (and modify) the delivery schedule for the Products and (ii) to evaluate the quality of completed performance, Authorized Purchaser cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing any obligations required by this Contract.

2.16.2 Contractor is responsible for all federal and state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, Authorized Purchaser will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

2.17 INDEMNIFICATION:

2.17.1 CONTRACTOR SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE AUTHORIZED PURCHASER, THE STATE OF OREGON AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL THIRD PARTY CLAIMS, SUITS, ACTIONS, PROCEEDINGS, LOSSES, DAMAGES, LIABILITIES, STATUTORY PENALTIES, AWARDS AND COSTS OF EVERY KIND AND DESCRIPTION (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES AT TRIAL, ON APPEAL AND IN CONNECTION WITH ANY PETITION FOR REVIEW) (COLLECTIVELY, "CLAIM") WHICH MAY BE BROUGHT OR MADE AGAINST ANY AUTHORIZED PURCHASER, THE STATE, OR THEIR AGENTS, OFFICIALS, EMPLOYEES AND ARISING OUT OF OR RELATED TO (I) ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE CAUSED BY GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF CONTRACTOR, ITS EMPLOYEES, AGENTS, RELATED TO THIS CONTRACT, (II) ANY ACT OR OMISSION BY CONTRACTOR THAT CONSTITUTES A MATERIAL BREACH OF THIS

CONTRACT, INCLUDING WITHOUT LIMITATION ANY BREACH OF WARRANTY, OR (III) THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY BY DELIVERY OR USE OF THE PRODUCTS. AUTHORIZED PURCHASER OR STATE SHALL PROMPTLY NOTIFY CONTRACTOR IN WRITING OF ANY CLAIM OF WHICH AUTHORIZED PURCHASER OR STATE BECOMES AWARE. CONTRACTOR'S OBLIGATION UNDER THIS SECTION SHALL NOT EXTEND TO ANY CLAIM PRIMARILY CAUSED BY (I) THE NEGLIGENT OR WILLFUL MISCONDUCT OF AUTHORIZED PURCHASER, OR (II) AUTHORIZED PURCHASER'S MODIFICATION OF PRODUCTS WITHOUT CONTRACTOR'S APPROVAL AND IN A MANNER INCONSISTENT WITH THE PURPOSE AND PROPER USAGE OF SUCH PRODUCTS.

2.17.2 HOWEVER, THE OREGON ATTORNEY GENERAL MUST GIVE WRITTEN AUTHORIZATION TO ANY LEGAL COUNSEL PURPORTING TO ACT IN THE NAME OF, OR REPRESENT THE INTERESTS OF, THE STATE OR ITS OFFICERS, EMPLOYEES AND AGENTS PRIOR TO SUCH ACTION OR REPRESENTATION. FURTHER, THE STATE, ACTING BY AND THROUGH ITS DEPARTMENT OF JUSTICE, MAY ASSUME ITS OWN DEFENSE, INCLUDING THAT OF ITS OFFICERS, EMPLOYEES AND AGENTS, AT ANY TIME WHEN IN THE STATE'S SOLE DISCRETION IT DETERMINES THAT (I) PROPOSED COUNSEL IS PROHIBITED FROM THE PARTICULAR REPRESENTATION CONTEMPLATED; (II) COUNSEL IS NOT ADEQUATELY DEFENDING OR ABLE TO DEFEND THE INTERESTS OF THE STATE, ITS OFFICERS, EMPLOYEES OR AGENTS; (III) IMPORTANT GOVERNMENTAL INTERESTS ARE AT STAKE; OR (IV) THE BEST INTERESTS OF THE STATE ARE SERVED THEREBY. CONTRACTOR'S OBLIGATION TO PAY FOR ALL COSTS AND EXPENSES SHALL INCLUDE THOSE INCURRED BY THE STATE IN ASSUMING ITS OWN DEFENSE AND THAT OF ITS OFFICERS, EMPLOYEES, OR AGENTS UNDER (I) AND (II) ABOVE.

2.17.3 EXCEPT FOR LIABILITY ARISING OUT OF OR RELATED TO (i) SECTION 2.17.1, INDEMNITY PROVISIONS, (ii) SECTION 1.7.3 CONFIDENTIALITY PROVISIONS, (iii) LIQUIDATED DAMAGES ASSESSED UNDER THIS CONTRACT, IF ANY, OR (vi) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, OR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PERSONAL PROPERTY ARISING FROM THE GROSS NEGLIGENCE OR WILFUL MISCONDUCT OF CONTRACTOR, ITS OFFICERS, EMPLOYEES OR AGENTS, CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE FOR ANY CAUSE WHATSOEVER IS BE LIMITED TO TWO TIMES THE PURCHASE PRICE OF THE CONTRACT.

2.18 BREACH:

2.18.1 BY CONTRACTOR: Contractor breaches this Contract if:

- a) Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis;
- b) Contractor no longer holds a license or certificate that is required for Contractor to perform Contractor's obligations under this Contract; or
- c) Contractor commits any breach of any covenant, warranty, obligation or certification under this Contract, provided however that Contractor may cure the breach within the period specified in Authorized Purchaser's notice of default when Authorized Purchaser determines the breach is curable by Contractor.

2.18.2 BY AUTHORIZED PURCHASER: Authorized Purchaser breaches this Contract if:

- a) Authorized Purchaser fails to pay Contractor any amount pursuant to the terms of this Contract, and Authorized Purchaser fails to cure such failure within ten (10) business days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or
- b) Authorized Purchaser commits any breach of any covenant, warranty, or obligation under this Contract and such breach is not cured within ten (10) business days after delivery of Contractor's notice of breach or such longer period as Contractor may specify in such notice.

2.19 REMEDIES:

2.19.1 AUTHORIZED PURCHASER'S REMEDIES: If Contractor is in breach under Section 2.18.1, in addition to the remedies afforded elsewhere in this Contract, the Authorized Purchaser may recover any and all damages suffered as the result of Contractor's breach, including but not limited to direct, indirect, incidental and consequential damages, as provided in ORS 72.7110 to 72.7170. Authorized Purchaser may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including, but not limited to:

- a) Termination of the Contract as provided in Section 2.20.1;
- b) Withholding all monies due for invoiced Products that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;
- c) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief; and

- d) Exercise of its right of setoff, and withholding of monies otherwise due and owing in an amount equal to Authorized Purchaser's setoff without penalty to Authorized Purchaser.
- e) These remedies are cumulative to the extent the remedies are not inconsistent, and Authorized Purchaser may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

2.19.2 CONTRACTOR'S REMEDIES: If Authorized Purchaser terminates this Contract, or if Authorized Purchaser is in breach under Section 2.18.2 and whether or not Contractor elects to exercise its right to terminate this Contract under Section 2.20.3, Contractor's sole remedy is: (a) A claim against Authorized Purchaser for the unpaid purchase price for Products delivered and accepted by Authorized Purchaser, (b) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed and authorized expenses for services completed and accepted by Authorized Purchaser, and (c) with respect to deliverable-based services, a claim for the sum designated for completing the deliverable multiplied by the percentage of services completed and accepted by Authorized Purchaser, less previous amounts paid and any claim(s) which Authorized Purchaser has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this Section, Contractor shall pay any excess to Authorized Purchaser upon written demand.

2.20 TERMINATION:

2.20.1 BY MUTUAL CONSENT: This Contract may be terminated at any time by mutual written consent of Authorized Purchaser and Contractor.

2.20.2 RIGHTS OF AUTHORIZED PURCHASER. Authorized Purchaser may, at its sole discretion, terminate this Contract for convenience with thirty (30) calendar days written notice. Authorized Purchaser may terminate this Contract immediately upon notice to Contractor, or at such later date as Authorized Purchaser may establish in such notice, upon the occurrence of any of the following events: (a) Authorized Purchaser fails to receive funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Authorized Purchaser, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Contract; (b) federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Products by Authorized Purchasers under the Price Agreement is prohibited, or Authorized Purchasers are prohibited from paying for such Products from the planned funding sources; or (c) Contractor is in breach of this Contract under Section 2.18.1. Upon receipt of written notice of termination, Contractor shall stop performance under this Contract if and as directed by Authorized Purchaser.

- 2.20.3 **RIGHTS OF THE CONTRACTOR:** Contractor may terminate this Contract with a minimum ten (10) calendar days written notice to Authorized Purchaser, if Authorized Purchaser is in breach of this Contract as described in Section 2.18.2.
- 2.21 **ACCESS TO RECORDS:** Contractor shall retain, maintain, and keep accessible all records relevant to the this Contract (the "Records") for a minimum of six (6) years, or such longer period as may be required by applicable law following expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later. Financial Records will also be kept in accordance with Generally Accepted Accounting Principles (GAAP). During the record-retention period established in this Section, Contractor shall permit SPO, the Authorized Purchaser, their duly authorized representatives, and the federal government access to the Records at a reasonable time and place for purposes of examination and copying.
- 2.22 **NOTICES:** Except as otherwise expressly provided in this Contract, any communications between the parties, or notices to be given under this Contract, are effective only if given in writing by personal delivery, facsimile, email or United States Postal Service, postage prepaid, to the party's authorized representative. For Authorized Purchaser, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the ordering instrument or as later indicated by Authorized Purchaser pursuant to this Section. For Contractor, the authorized representative and the address or number for notices or communications to be given to that authorized representative are as identified in the Price Agreement or as later indicated by Contractor pursuant to this Section. Any communication or notice via the United States Postal Service is deemed given five (5) days after mailing. Any communication or notice by personal delivery is deemed given immediately upon such delivery. Any communication or notice by facsimile is deemed given on the day the transmitting machine generates a receipt of a successful transmission of the notice, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours. Any communication or notice by email is deemed given when the recipient, by an email sent to the email address for the sender or by a notice given by another method in accordance with this Section, acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for purposes of this Section.
- 2.23 **ORDERING INSTRUMENTS; ACKNOWLEDGEMENTS:** The parties acknowledge and agree that other than designation of order quantities, types of Products, delivery destination, dates of order, and scheduled delivery of other performance, any purchase orders or acknowledgement documents are simply for the convenience of the parties to initiate or confirm an order of Products under this Contract and that no other terms or conditions contained in those documents are of any force or effect or are binding upon the parties.

2.24 GOVERNING LAW: This Contract is governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

2.25 VENUE; CONSENT TO JURISDICTION:

2.25.1 STATE CONTRACT VENUE; CONSENT TO JURISDICTION:

Any claim, action, suit or proceeding (collectively, "Claim") between an Authorized Purchaser that is an agency of the State of Oregon and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of the State's sovereign or governmental immunity, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or consent to the jurisdiction of any court.

2.25.2 ORCPP CONTRACT VENUE; CONSENT TO JURISDICTION:

Any Claims between Contractor and an ORCPP Authorized Purchaser other than an agency of the State of Oregon that arise from or relate to this Contract order shall be brought and conducted solely and exclusively within the Circuit Court of the county in which such ORCPP Authorized Purchaser resides, or at the ORCPP Authorized Purchaser's option, within such other county as the ORCPP Authorized Purchaser is entitled under the laws of the relevant jurisdiction to bring or defend Claims. If any such Claim must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District in which such ORCPP Authorized Purchaser resides. CONTRACTOR HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURTS, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN INCONVENIENT FORUM. Nothing herein shall be construed as a waiver of ORCPP Authorized Purchaser's sovereign or governmental immunity, if any, whether derived from the Eleventh Amendment to the United States Constitution or otherwise, or of any defenses to Claims or consent to the jurisdiction of any court.

2.26 SURVIVAL: The following provisions survive termination or expiration of this contract: Sections 2.8, 2.9.1, 2.9.4, 2.17, 2.19, 2.21, 2.24, 2.25, 2.27; Exhibit C and Section 3 of Exhibit D ("TAIL" COVERAGE).

- 2.27 SEVERABILITY:** If any provision of this Contract is declared by a court of competent jurisdiction to be illegal or otherwise invalid, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
- 2.28 ASSIGNMENTS, SUBCONTRACTS, AND SUCCESSORS:** Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Authorized Purchaser. Further, no such written approval shall relieve Contractor of any obligations under the Contract, and any assignee, transferee, or delegate shall be considered the agent of Contractor. The provisions of this Contract are binding upon, and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 2.29 MERGER CLAUSE; AMENDMENT; WAIVER:** This Contract constitutes the entire agreement between Contractor and Authorized Purchaser on the subject matter of this Contract. There are no understandings, agreements, or representations, oral or written, not specified in this Contract on the subject matter. No amendment of this Contract is valid unless it is in writing and signed by the parties. No waiver or consent is effective unless in writing and signed by the party against whom it is asserted. Waivers and consents are effective only in the specific instance and for the specific purpose given. The failure of the Authorized Purchaser to enforce any provision of this Contract is not a waiver by Authorized Purchaser of that or any other provision.
- 2.31 VOLUME SALES REPORT.** Contractor shall comply with the VRS requirements of the Price Agreement.
- 2.32 INTENDED BENEFICIARY.** DAS PS is an intended beneficiary of this Contract. But the parties to this Contract may modify the ordering instrument or terminate this Contract without the consent of SPO.
- 2.33 ASSIGNMENT OF ANTITRUST RIGHTS.** Contractor irrevocably assigns to the State Of Oregon 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 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Products or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Contract, including, at the State's option, the right to control any such litigation on such claim or relief or cause of action. Contractor shall require any subcontractors hired to perform any of Contractor's duties under this Agreement to irrevocably assign to the State of Oregon, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of 15 U.S.C. § 1-15 or ORS 646.725 or ORS 646.730, in connection with any Products or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of this Agreement, including, at the

State's option, the right to control any such litigation on such claim or relief or cause of action.

Section 3 – Special Terms for Contracts Under This Agreement

The following special terms apply to all Contracts under this Agreement:

3.1 DEFINITIONS. The following definitions apply to these Special Terms::

“Contractor Intellectual Property” means any intellectual property owned by Contractor and developed independently from the Services.

“Open Source Elements” means any Work Product subject to any open source initiative certified license, including Work Product based upon any open source initiative certified licensed work.

“Software” means all any computer programs, routines, or subroutines, including operating software, programming aids, application programs, and software products, including the EVIDENCE Sync Software licensed pursuant to Exhibit E-1.

“Third Party Intellectual Property” means any intellectual property owned by parties other than DAS PS, or Contractor, and includes the EVIDENCE Sync Software owned by TASER International, Inc.

“Work Product” means everything that is originally made, conceived, discovered, or reduced to practice by Contractor or Contractor’s subcontractors or agents (either alone or with others) pursuant to this Contract, including every invention, modification, discovery, design, development, customization, configuration, improvement, process, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection).

3.2 SOFTWARE LICENSE. Subject to the terms and conditions of the Software License Agreement and Rider, a copy of which is attached hereto as Exhibit E-1, Contractor hereby grants to Authorized Purchaser, or shall ensure that Authorized Purchaser receives, a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to use the Software (and documentation and associated manuals).

3.3. WORK PRODUCT. All Work Product will be the exclusive property of Authorized Purchaser. Authorized Purchaser and Contractor agree that the Original Work is “work made for hire” of which Authorized Purchaser is the author within the meaning of the United States Copyright Act. If for any reason the Original Work is not “work made for hire”, Contractor irrevocably assigns to Authorized Purchaser any and all of its rights, title, and interest in the Original

Work. Upon Authorized Purchaser's reasonable request, Contractor shall execute such further documents and instruments necessary to fully vest such rights in Authorized Purchaser

- 3.4 CONTRACTOR INTELLECTUAL PROPERTY.** Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to Authorized Purchaser under this Contract. Subject to the terms and conditions of the Software License Agreement and Rider, a copy of which is attached hereto as Exhibit E-1, Contractor hereby grants to Authorized Purchaser, or shall ensure that Authorized Purchaser receives, a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free license to use the Contractor Intellectual Property (and documentation and associated manuals).
- 3.5 THIRD PARTY INTELLECTUAL PROPERTY.** Contractor shall secure on Authorized Purchaser's behalf, in the name of Authorized Purchaser and subject to Authorized Purchaser's approval, in the terms set forth in Exhibit E-1, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in this Contract.
- 3.6 AUTHORIZED PURCHASER INTELLECTUAL PROPERTY; DATA AND BACKGROUND INFORMATION.** Authorized Purchaser owns all Authorized Purchaser Intellectual Property and Authorized Purchaser data and background information provided to Contractor pursuant to this Contract. Authorized Purchaser grants Contractor a license to use Authorized Purchaser Intellectual Property and Authorized Purchaser data and background information only to fulfill the purposes of this Contract. Authorized Purchaser's license to Contractor is limited by the term of the Contract and the confidentiality obligations of this Contract.
- 3.7 NO RIGHTS.** Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor any right, title, or interest in any intellectual property that is now owned or subsequently owned by Authorized Purchaser. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Authorized Purchaser any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by Contractor. Neither party grants the other the right to use its trademarks, trade names, service marks or other designations in any promotion or publication without prior written consent. Each party grants only the licenses and rights specified in this Contract.
- 3.8 OPEN SOURCE APPROVAL AND NOTICE.** Any Open Source Elements in the Work Product must be approved in advance and in writing by Authorized Purchaser. If Authorized Purchaser approves the use of Open Source Elements, Contractor shall:
- Notify Authorized Purchaser in writing that the Work Product contains Open Source Elements;
 - Identify the specific portion of the Work Product that contain Open Source Elements; and

- Provide a copy of the applicable license for each Open Source Element to Authorized Purchaser.

3.9 SOFTWARE SUPPORT. Contractor represents that for the duration of such license either Contractor or Software Contractor will (i) furnish such materials and services as shall be necessary to correct any defects in the Software and maintain the Software in good working order in accordance with published specifications, and (ii) provide Authorized Purchaser with any enhancements, updates, replacements, revisions, additions or conversions to the Software, including appropriate documentation, training and on-site installation support.

3.10 BREACH NOTIFICATION. In the event Contractor or its subcontractors or agents discover or are notified of a breach or potential breach of security relating to the Software or Confidential Information, including a failure to comply with Contractor's confidentiality obligations under this Contract, Contractor shall immediately notify Authorized Purchaser's Authorized Representative of the breach or potential breach. If Authorized Purchaser determines that the breach or potential breach requires notification of Authorized Purchaser clients or employees, or other notification required by law, Authorized Purchaser will have sole control over the notification content, timing, and method, subject to Contractor's obligations under applicable law.


Section 4 – Signature of Contractor's Duly Authorized Representative

4.1 The undersigned represents:

- (a) He/she is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Contractor;
- (b) Contractor is bound by and will comply with all requirements, specifications, and terms contained in this Agreement;
- (c) Contractor will furnish the Products in accordance with Contracts under this Agreement; and
- (d) Contractor shall furnish federal identification number or social security number under a separate document.
- (e) All Contractor affirmations contained in its bid or proposal related to this Agreement are true and correct.
- (f) Contractor has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 or against a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontracts, and that Contractor is not in violation of any nondiscrimination laws.

Agreed:

Contractor's Name: Axon Enterprise, Inc.

Authorized Signature: 

Printed Name of Authorized Signature: Robert Driscoll

Title of Authorized Signature: VP, Assoc. General Counsel

Date: 1/10/19

Administrative Contact (also referred to as Contract Administrator – Type or Print):

Caitlin Morgan

Telephone Number of Administrative Contact: (480) 905-2000

Fax Number of Administrative Contact: (480) 911-0791

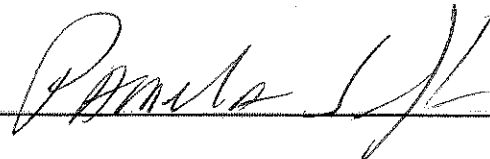
Email Address of Administrative Contact: Contracts@axon.com

Mailing Address of Administrative Contact:

17800 N. 85th St.
Scottsdale, AZ 85255

Section 5 – Signature of DAS PS

Agreed:

Authorized Signature: 

Date: 1/18/19

DAS PS Contract Administrator (Type or Print):

Pamela S. Johnson

Address: 1225 Ferry St. SE, Salem, OR 97301

Telephone Number: (503) 378-4731

Fax Number: (503) 373-1621

Email: Pam.Johnson@Oregon.gov

**Exhibit A
Products**

The pricing for this Agreement is in U.S. funds.

Exhibit A - Products

Q-156871-43468.971JM

Issued: 01/03/2019

Quote Expiration: 12/31/2019

Account Number: 106338

Start Date: 02/27/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Joseph Marioni

Phone: (480) 515-6328

Email: jmarioni@taser.com

Fax: (480) 360-7713

PRIMARY CONTACT

Pam Johnson

Phone: (503) 378-4348

Email:



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

SHIP TO

Pam Johnson
 Oregon State Police - OR
 Stockroom
 4762 Portland Road NE
 Salem, OR 97305
 US

BILL TO

Oregon State Police - OR
 3565 TRELSTAD AVE SE
 SALEM, OR 97317
 US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
22002	BLACK X2 CEW, HANDLE	100	1,220.00	1,220.00	122,000.00
22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	125	78.00	78.00	9,750.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	25	78.00	78.00	1,950.00
22151	25 FT SMART CARTRIDGE, X2	5,000	38.00	38.00	190,000.00
22157	25 FT NON-CONDUCTIVE TRAINING SMART CARTRIDGE, X2	1	37.00	37.00	37.00
22011	APPM, AUTOMATIC SHUT-DOWN BATTERY PACK, X2/X26P	1,500	78.00	78.00	117,000.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	200.00	200.00	200.00
Subtotal					440,937.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					440,937.00
Grand Total					440,937.00

Price Agreement # _____
Exhibit B
DAS PS – Sample Purchase Order Form


 <h1 style="margin: 0;">STATE OF OREGON</h1>		PURCHASE ORDER (PO) NO.	PAGE #		
		Authorized Purchaser's Authorized Representative		Purchase Order Date	Requisition No.
Contractor Name and Address			Authorized Purchaser's Invoicing Address		
Contractor FEIN	Price Agreement number	Authorized Purchaser's Authorized Representative Email Address			
Deliver to Address			Authorized Purchaser's Authorized Representative Phone and Fax Number		
			Delivery Schedule or Delivery Date		
Item	Description	Quantity	U/M	Unit Price	Net Price
				Sub Total	
				Freight	
				Total	
<p>This Purchase Order, in addition to any exhibits or addenda attached, is placed against State of Oregon Price Agreement _____. The terms and conditions contained in the Price Agreement apply to this purchase and take precedence over all other conflicting terms and conditions, express or implied. There are no understandings, agreements or representations, oral or written, not specified herein.</p>					
Agency's Authorized Representative to Make Purchase					Date

Exhibit C

VOLUME SALES REPORTS (VSRS)

1. Contractor shall submit a Volume Sales Report (VSR) no later than 30 calendar days from the end of each calendar quarter, which contains:

- Complete and accurate details of all receipts (sales and refunds) for the reported period;
- The information as identified in the DAS PS document titled Volume Sales Report Template - Data Requirement, Format and Layout; and
- Such other information as DAS PS may reasonably request.

Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales. When no sales have been recorded for the quarter a report must be submitted stating "No Sales for the Quarter."

2. Data Medium and Delivery Medium. Contractor shall provide VSRs in MS Excel (.xls) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Contract Administrator must be obtained for deviations from these requirements.

3. Receipt/Acceptance. The first VSR submitted by the Contractor must be submitted to the DAS PS Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to vcaf.reporting@state.or.us. A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Agreement shall not preclude DAS PS from challenging the validity thereof at any time.

4. DAS PS reserves the right to terminate this Agreement if volume sales reports are not received as scheduled on in the prescribed format.

5. Audit. DAS PS, as its own expense (except as provided herein), shall have the right during regular business hours, at Contractor's premises, and upon reasonable notice, by itself or by a person authorized by it, to audit Contractor's Records, as defined herein, and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor.

Exhibit D

INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit D prior to performing under this Agreement, and shall maintain it in full force and at its own expense throughout the duration of this Agreement and all Purchase Order Contracts, and as required by any extended reporting period or tail coverage requirements, and all warranty periods that apply. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to DAS PS. Coverage must be primary and non-contributory with any other insurance and self-insurance. Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

1. INSURANCE REQUIRED.

1.1 Workers' Compensation & Employers' Liability.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements. If Contractor is a subject employer, as defined in ORS 656.023, Contractor shall also obtain employers' liability insurance coverage with limits not less than \$500,000 each accident. If Contractor is an employer subject to any other state's workers' compensation law, Contractor shall provide workers' compensation insurance coverage for its employees as required by applicable workers' compensation laws including employers' liability insurance coverage with limits not less than \$500,000 and require and ensure that each of its out-of-state subcontractors complies with these requirements.

1.2 Professional Liability.

Contractor shall provide Technology Errors & Omissions insurance in an amount of not less than \$5,000,000 per claim covering Contractor's liability arising from acts, errors or omissions in rendering or failing to render computer or information technology services, including the failure of technology products to perform the intended function or serve the intended purpose as set forth in this Agreement. This insurance must include coverage for violation of intellectual property rights including trademark and software copyright, privacy liability, the failure of computer or network security to prevent a computer or network attack, misrepresentations, and unauthorized access or use of computer system or networks. This insurance must also include coverage for unauthorized disclosure, access or use of Authorized Purchaser Data (which may include, but is not limited to, Personally Identifiable Information ("PII"), Payment Card Data and Protected Health Information ("PHI")) in any format. Coverage must extend to Business Associates (if

applicable) and independent contractors providing Services on behalf of or at the direction of Contractor.

1.3 Commercial General Liability.

Contractor shall provide Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverage that are satisfactory to DAS PS. This insurance must include personal and advertising injury liability, products and completed operations, contractual liability coverage, in each case arising out of Contractor's negligence, and have no limitation of coverage to designated premises, project, or operation. Coverage must be written on an occurrence basis in an amount of not less than \$5,000,000 per occurrence and \$10,000,000 aggregate.

2. ADDITIONAL INSURED.

The Commercial General Liability, and Automobile Liability insurance required under this Agreement must include an additional insured endorsement specifying the State of Oregon, Authorized Purchasers and their officers, employees and agents as Additional Insureds, including additional insured status with respect to liability arising out of ongoing operations and completed operations but only with respect to Contractor's activities under this Agreement and all Purchase Order Contracts. The Additional Insured endorsement with respect to liability arising out of Contractor's ongoing operations must be on ISO Form CG 20 10 07 04 or equivalent and the Additional Insured endorsement with respect to completed operations must be on ISO form CG 20 37 04 13 or equivalent.

3. TAIL COVERAGE.

If any of the required insurance is on a claims-made basis and does not include an extended reporting period of at least twenty-four (24) months, Contractor shall maintain either tail coverage or continuous claims made liability coverage, provided the effective date of the continuous claims made coverage is on or before the Effective Date of this Agreement, for a minimum of twenty-four (24) months following the later of (i) Contractor's completion and Authorized Purchaser's acceptance of all Products and Services required under this Agreement, or, (ii) The expiration of all Warranty Periods provided under this Agreement and all Purchase Order Contracts.

4. CERTIFICATE(S) AND PROOF OF INSURANCE.

Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any Products or performing any Services required under this Agreement. The Certificate(s) must list the State of Oregon, Authorized Purchasers and their officers, employees and agents as a Certificate holder and as an endorsed Additional Insured as specified in this exhibit. If excess/umbrella insurance is used to meet the minimum insurance requirement, the Certificate of Insurance must include a list of all policies that fall under the excess/umbrella insurance. As proof of insurance DAS PS has the right to request copies of insurance policies and endorsements relating to the insurance requirements in this Agreement.

5. NOTICE OF CHANGE OR CANCELLATION.

Contractor or its insurer must endeavor to provide at least thirty (30) Calendar Days' written notice to DAS PS before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

6. INSURANCE REQUIREMENT REVIEW. Contractor agrees to periodic review of insurance requirements by DAS PS under this Agreement and to meet updated requirements as agreed upon by Contractor and DAS PS.

Exhibit E SPECIFICATIONS

1 GENERAL PROVISIONS:

1.1 SILENCE OF SPECIFICATIONS: The apparent silence of the specifications as to any detail, or the apparent omission of a detailed description concerning any point, shall be interpreted as requiring that Contractor shall perform to only the best commercial practice and that Contractor shall supply and incorporate into Products only materials and workmanship of first quality. However, if any omitted specification results in ambiguity as to material characteristics of the Products, and inclusion is necessary to enable a reasonable person in the particular industry to properly identify such characteristics, and Contractor failed to seek a formal request for solicitation change during the solicitation process for the Agreement, then Contractor shall be required to provide Products meeting the Authorized Purchaser's needs with regard to any omitted specification.

1.2 ADHERENCE TO THE SPECIFICATIONS: Deviations from specifications discovered after purchase shall be corrected by Contractor at no cost to the Authorized Purchaser.

2 SPECIFICATIONS: The Axon Taser Specifications, Software and Taser Assurance Plans are set forth in Exhibit A.

3 SOFTWARE LICENSE AND RIDER: The Software is owned by TASER International, Inc. and is licensed to Authorized Purchasers pursuant to the terms of the Software License and Rider attached hereto as Exhibit E-1.

EXHIBIT E -1

Axon Taser, Evidence Sync Software License Agreement And State of Oregon Rider

By your use of the EVIDENCE Sync Software (Software) you indicate your agreement to the terms of this License Agreement (Agreement). The Software, all executable instructions, images, icons, sound, and text incorporated in the Software, are owned by TASER International, Inc. (TASER) and are protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to TASER.

USE OF THE SOFTWARE IS SUBJECT TO THE TERMS SET FORTH BELOW. USING THE SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS YOU ARE NOT AUTHORIZED TO COPY OR USE THE SOFTWARE.

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Prohibited Acts. You may not modify the Software or disable any licensing or control features of the Software. You may not rent or lease your rights to the Software or documentation. You may not reverse engineer the Software to obtain source code. The license does not include a grant of any right to use source code obtained or devised as a result of reverse engineering. The license grant does not include a grant of any right under any patent or trademark of TASER.

Ownership. Except provided in this Agreement, all rights to the Software belong to TASER. Your license confers neither title to nor ownership in the Software and is not a sale of any rights in TASER.

License Restrictions. You may not use the Software in any manner or for any purpose other than as expressly permitted by this Agreement. You may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of the Software; (b) reverse engineer, disassemble, or decompile the Software or apply any other process or procedure to derive the source code of the Software, or allow any others to do the same; (c) access or use the Software in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy the Software in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in the Software, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense the Software; (g) access the Software in order to build a competitive product or service or copy any features, functions or graphics of the Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of TASER or our licensors on or within the Software or any copies of the Software. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During the term of your use of the Software and after, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding the Software.

Support. TASER may make available to you updates and error corrections (collectively, "Updates") to the Software. Updates may be provided electronically via the Internet or via media (e.g., CD-ROM) as determined solely by TASER. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. TASER does not provide Internet Service Provider (ISP) services. You are responsible for maintaining the computer equipment necessary for your use of the Software. At its sole discretion, TASER may provide technical support for the current and prior release(s)/version(s) of the Software for a period of six (6) months following the date the subsequent release/version is made generally available.

Suggestions. If you provide any suggestions to TASER, including suggestions for enhancements or improvements, TASER will own all right, title, and interest in and to the suggestions, even if you have designated the suggestions as confidential. TASER will be entitled to use the suggestions without restriction. You irrevocably assign to TASER all right, title, and interest in and to the suggestions and agree to provide TASER any assistance we may require to document, perfect, and maintain our rights in the suggestions.

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Disclaimers. THE SOFTWARE IS PROVIDED "AS IS." TASER AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SOFTWARE, INCLUDING ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, TASER AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Limitation of Liability. TASER AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER TASER NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SOFTWARE, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE, (ii) DISCONTINUATION OF A PORTION OR ALL OF THE SOFTWARE, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SOFTWARE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE SOFTWARE, PRODUCTS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SOFTWARE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, TASER AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT YOU

ACTUALLY PAY TASER UNDER THIS AGREEMENT FOR THE SOFTWARE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

Remedies. YOUR EXCLUSIVE REMEDY IS, AT TASER'S SOLE OPTION, REPAIR OR REPLACEMENT OF THE SOFTWARE OR REFUND OF PART OR ALL OF THE LICENSE FEE, IF ANY, PAID BY YOU FOR THE SOFTWARE.

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Indemnification. You will defend, indemnify, and hold harmless TASER, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your use of the Software; (b) breach of this Agreement or violation of applicable law by you; (c) the content you transmit through the Software, including any claim involving alleged infringement or misappropriation of third-party rights by your content or by the use of your content; or (d) a dispute between you and any third-party over your collection or use of your content.

Termination. This Agreement will continue for the duration of TASER's copyright in the Software, unless earlier terminated as provided in this Agreement. TASER may terminate your license immediately without notice to you for your failure to comply with any of the terms set forth in this Agreement. Upon termination, you must immediately destroy the Software, together with all copies, adaptations and merged portions thereof in any form. Obligations to pay accrued charges or fees will survive the termination of this Agreement.

Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that either party may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without the consent of the other party (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

Export Requirements. You may not export or re-export the Software or any copy or adaptation in violation of any applicable laws or regulations.

U.S. Government Rights. The Software and any accompanying documentation have been developed entirely at private expense. The Software is provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Software. If you are using the Software 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, you will

immediately discontinue your use of the Software. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

Entire Agreement. Unless otherwise expressly agreed in writing, this Agreement constitutes the sole and exclusive agreement between you and TASER with regard to the Software, and supersedes all prior agreements, whether oral or written, and other communications between the parties relating to the subject matter set forth in this Agreement. You agree that your purchase or use of the Software is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by TASER regarding future functionality or features of the Software. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing.

Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

Governing Law; Venue. The laws of the State of Arizona, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Software or this Agreement must only be adjudicated in a state or federal court located in Maricopa County, Arizona. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of that party's or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Products does not apply to this Agreement.

State of Oregon Rider to Software License Terms

This rider ("Rider") to the Axon Taser, Evidence Sync Software License ("License") between TASER International, Inc., an Arizona Corporation ("Licensor") and the State of Oregon, acting through the Department of Administrative Services, on behalf of State Agencies and other Authorized Purchaser ("Licensee") amends and supersedes any provision to the contrary in the Software License ("License"), above. This Rider and the Software License constitute the entire licensing agreement (collectively "License Agreement") between Licensor and Licensee, and merge all prior and contemporaneous communications with respect to the matters described in this License Agreement.

Notwithstanding any language in the License to the contrary, Licensor and Licensee agree:

1. **Software.** This Rider pertains to the EVIDENCE Sync Software and related intellectual property, such as Documentation, licensed by Licensor to Licensee under this License Agreement and paid for through Licensor's authorized reseller.
2. **Indemnification.**
 - 2.1. **Limits on Licensee Indemnification.** To the extent Licensee is required under the License to indemnify or hold Licensor harmless against claims brought by third parties against Licensor, Licensee's obligation to indemnify is subject to the limitations of Article XI, section 7 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300.
 - 2.2. **Licensor Indemnification.** Licensor shall indemnify and hold Licensee, the State of Oregon, and their agents, officials and employees harmless from all third party claims, demands, suits, actions, proceedings, losses, liabilities, damages, awards, and costs (including reasonable attorneys' fees and expenses), which may be brought or made against Licensee, the State of Oregon, or their agents, officials or employees and arising out of or related to any of the following (each, an "indemnifiable loss"):
 - 2.2.1. Personal injury, death or tangible property damage caused by any alleged act, omission, error, fault, mistake or negligence of Licensor, its employees, agents, or representatives in connection with Licensor's performance under or related to the License Agreement; and
 - 2.2.2. Any willful or grossly negligent act or omission by Licensor that constitutes a material breach of the License Agreement, including any breach of warranty.
 - 2.2.3. Licensee will timely notify Licensor in writing of any action, claim or demand of which Licensee becomes aware and which Licensee reasonably expects to result in an indemnifiable loss. Licensor's obligation under this section does not extend to any indemnifiable loss to the extent caused by: (i) the negligence or willful misconduct of Licensee, the State of Oregon, or their agents, officials or employees; or (ii) Licensee's modification of Licensor's software where the unmodified version of the software would not cause an indemnifiable loss.
3. **Governing Law; Jurisdiction; Venue.** This License Agreement is to be construed and enforced in accordance with the laws of the State of Oregon, without giving effect to its conflict of law principles, and applicable federal law. Any action or suit brought by the parties relating to this License Agreement must be brought and conducted exclusively in the Circuit Court of Marion County for the State of Oregon in Salem, Oregon; provided, however, if a Claim must be brought in a federal forum, then it must be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. LICENSOR HEREBY CONSENTS TO THE PERSONAL JURISDICTION OF

THIS COURT, WAIVES ANY OBJECTION TO VENUE IN THESE COURT, AND WAIVES ANY CLAIM THAT THIS COURT IS AN INCONVENIENT FORUM. In no way may this section or any other term of this License Agreement be construed as a waiver by the State of Oregon of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or consent to the jurisdiction of any court.

4. **Attorney Fees.** Neither party to this License Agreement is entitled to obtain judgment from the other party for attorney fees incurred in any litigation between the parties or in defense of any claim asserted by a third party.
5. **Incorporation of Oregon Statutes.** ORS 279B.220, 279B.230 and 279B.235 are incorporated into this License Agreement by reference.
6. **Termination for Lack of Funding.** Nothing in this License Agreement may be construed to permit any violation of Article XI, Section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Licensee's payment for license fees due after the last calendar day of the current State of Oregon biennium is contingent upon Licensee receiving funding, appropriations, limitations, allotments or other expenditure authority from the Oregon Legislative Assembly (including its Emergency Board) sufficient to allow Licensee, in the exercise of its reasonable administrative discretion, to continue to compensate Licensor. Licensee may immediately terminate this License Agreement upon written notice if Licensee fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by Licensee's budget or spending plan and Licensee determines, in its assessment and ranking of the policy objectives explicit or implicit in its budget or spending plan, that it is necessary to terminate this License Agreement.
7. **Independent Contractor.** Licensor is at all times an independent contractor and not as an agent, employee, or representative of Licensee. Licensor has no right or authority to incur or create any obligation for or legally bind Licensee in any way. Licensor is not an "officer," "employee" or "agent" of Licensee or any other agency, office, or department of the State of Oregon, as those terms are used in ORS 30.265, and Licensor shall make no representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for in the Contract or authorized in writing by the party to be bound.
8. **Order of Precedence.** In the event of any conflict between the Rider, the License, and any terms and conditions published by Licensor on or after the Effective Date of this License Agreement and any terms presented to an end user in a 'click wrap' or end user agreement, the conflict will be resolved in that order.
9. **Counterparts.** This Rider may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.
10. **Tax Compliance.** By executing this Rider, the undersigned certifies under penalty of perjury that Licensor has complied with the tax laws of the State of Oregon and the applicable tax laws of any political subdivision of this state. Licensor shall, for the duration of this License Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this section, "tax laws" includes: (i) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) Any tax provisions imposed by a political subdivision of this state that apply to Licensor, to Licensor's property, operations, receipts, or income, or to Licensor's performance of or compensation for any work performed by Licensor; (iii) Any tax provisions imposed by a political subdivision of this state that apply to Licensor, or to Products, services, or property, whether tangible or intangible, provided by Licensor; and (iv)

Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

10.1. This License Agreement will be reported to the Oregon Department of Revenue. The Department of Revenue may take any and all actions permitted by law relative to the collection of taxes due to the State of Oregon or a political subdivision, including (i) garnishing Licensor's compensation under this License Agreement or (ii) exercising a right of setoff against Licensor's compensation under this License Agreement for any amounts that may be due and unpaid to the State of Oregon or its political subdivisions for which the Department of Revenue collects debts.

Exhibit E-2

Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the Axon brand products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

Manufacturer's Limited Warranty²

Axon warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ Axon-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the product which Axon determines in its sole discretion to be defective under normal use, as defined in the product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like product, at Axon's option.

Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body, Axon Body 2, Evidence.com Dock, Axon Dock, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon 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 Axon'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.

Exclusions and Limitations

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

Axon's property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

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

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such

camera, Axon Fleet camera, Evidence.com Docks, and Axon Docks.

⁴ Broken blast doors are not covered under Axon's limited warranty.

⁵ Axon-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, SPPM, and Shockwave Power Magazine modules; Axon Signal Unit (ASU); and the X-Rail mounting system.

⁶ The manufacturer's limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2 controller, or Axon Body 2 batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

¹ The warranty does not apply to software or services offered for, by, on, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

² A product's estimated useful life or expiration date may not be the product's warranty expiration date.

³ Axon Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, Axon Flex camera (including the universal magnetic clip), Axon Flex 2 camera, Axon Body 2

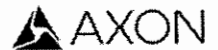


Exhibit E-2

Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)

warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. 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 of the Contract. In no event will Axon 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, even if Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Evidence.com services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.

To register your Axon product, please go to www.axon.com/register. Registration of your product allows Axon to contact you with important product

notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the Evidence.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the

storage media will be deleted and reformatted. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is Axon's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

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