



Third Amendment to the Master Services and Purchasing Agreement

This Third Amendment to Master Services and Purchasing Agreement (“**Amendment**”) is between Axon Enterprise, Inc. (f/k/a TASER International, Inc.), a Delaware corporation (“**Axon**”), and the City of Bend acting by and through the Bend Police Department (“**Agency**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Agency are each a “Party” and collectively “**Parties**”.

Axon and Agency are parties to a Master Services and Purchasing Agreement dated April 9, 2021, as amended in a First Amendment dated July 27, 2022, and a Second Amendment dated September 26, 2022 (the “**Agreement**”).

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. Fusus Appendix
 - b. TASER Device Appendix
 - c. Axon Virtual Reality Content Term of Use Appendix
 - d. Axon Application Programming Interface Appendix
 - e. My90 Terms of Use Appendix
 - f. Axon Investigate Appendix
 - g. Quote Q-556204-45551.961CN
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



FUSUS APPENDIX

Access. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon’s Evidence.com may not be accessible or transferable to the FUSUS cloud services.

1 Product Limits. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

2 Disclaimer. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service (“Third-Party Components”) are the sole and exclusive responsibility of Customer, and that Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

3 Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer’s use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer’s organization without the Customer’s expressed written consent.



TASER Device Appendix

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

- 1. Duty Cartridge Replenishment Plan. If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. Training. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. Extended Warranty. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer’s warranty plus the four- (4-) year extended term.
4. Trade-in. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Table with 2 columns: Customer Size, Days to Return from Start Date of TASER 10 Subscription. Rows include: Less than 100 officers (60 days), 100 to 499 officers (90 days), 500+ officers (180 days).

- 5. TASER Device Subscription Term. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. Access Rights. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. Customer Warranty. If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. Purchase Order. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. Apollo Grant (US only). If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.



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10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Virtual Reality Content Terms of Use Appendix

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

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



Axon Application Programming Interface Appendix

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

1. Definitions.

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

2. Purpose and License.

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

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

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

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;



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

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
- 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in



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My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated

Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content**. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.
15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared**. Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;



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- 19. Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
- 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
- 20. Customer Responsibilities.** Customer is responsible for:
- 20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.
- 21. Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
- 22. My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls**. None of the Software, Software Documentation or underlying information may be



Third Amendment to the Master Services and Purchasing Agreement

downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

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Q-556204-45551.961CN

Issued: 09/16/2024

Quote Expiration: 10/09/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 112610

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
City of Bend, Police Department 555 NE 15th St Bend, OR 97701-4400 USA	City of Bend, Police Dept -OR PO Box 1458 Bend OR 97709-1458 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Neubeck Phone: +1 6027080074 Email: cneubeck@axon.com Fax: (480) 658-0629	Brandon Haywood Phone: 541-322-2991 Email: bhaywood@bendoregon.gov Fax: (541) 312-1934

Quote Summary

Program Length	60 Months
TOTAL COST	\$2,555,786.51
ESTIMATED TOTAL W/ TAX	\$2,555,786.51

Discount Summary

Average Savings Per Year	\$312,622.40
TOTAL SAVINGS	\$1,563,111.99

Payment Summary

Date	Subtotal	Tax	Total
Aug 2024	\$585,610.35	\$0.00	\$585,610.35
Dec 2024	(\$74,453.04)	\$0.00	(\$74,453.04)
Aug 2025	\$511,157.30	\$0.00	\$511,157.30
Aug 2026	\$511,157.30	\$0.00	\$511,157.30
Aug 2027	\$511,157.30	\$0.00	\$511,157.30
Aug 2028	\$511,157.30	\$0.00	\$511,157.30
Total	\$2,555,786.51	\$0.00	\$2,555,786.51

Quote Unbundled Price:	\$4,118,898.50
Quote List Price:	\$3,062,703.50
Quote Subtotal:	\$2,555,786.51

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$49,242.46)	(\$49,242.46)	\$0.00	(\$49,242.46)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$31,854.72)	(\$31,854.72)	\$0.00	(\$31,854.72)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$13,392.86)	(\$13,392.86)	\$0.00	(\$13,392.86)
T00001	AB4 FLEX POV TAP BUNDLE	21	60	\$6.52	\$7.37	\$7.37	\$9,286.20	\$0.00	\$9,286.20
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	60	\$283.34	\$283.34	\$212.51	\$38,250.90	\$0.00	\$38,250.90
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	11	60	\$183.34	\$183.34	\$137.51	\$90,753.30	\$0.00	\$90,753.30
M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	126	60	\$491.91	\$352.06	\$307.57	\$2,325,229.20	\$0.00	\$2,325,229.20
A la Carte Hardware									
100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	72			\$39.00	\$39.00	\$2,808.00	\$0.00	\$2,808.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	21			\$249.00	\$249.00	\$5,229.00	\$0.00	\$5,229.00
H00001	AB4 Camera Bundle	6			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73638	AXON STANDARDS - LICENSE	24	60		\$10.85	\$0.00	\$0.00	\$0.00	\$0.00
12024	AXON AIR - MOBILE STREAMING LICENSE	1	60		\$200.00	\$150.00	\$9,000.00	\$0.00	\$9,000.00
100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	60		\$33.85	\$25.39	\$22,848.75	\$0.00	\$22,848.75
ProLicense	Pro License Bundle	19	60		\$43.40	\$43.33	\$49,396.20	\$0.00	\$49,396.20
BasicLicense	Basic License Bundle	21	60		\$16.27	\$16.25	\$20,475.00	\$0.00	\$20,475.00
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1			\$35,000.00	\$35,000.00	\$35,000.00	\$0.00	\$35,000.00
A la Carte Warranties									
101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	6	60		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$2,555,786.51	\$0.00	\$2,555,786.51

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	6	1	12/01/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	7	1	12/01/2024
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	7	1	12/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100200	AB4 FLEX POV MODULE	21	1	12/01/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	21	1	12/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100858	AXON BODY 4 - HELMET MOUNT - UNIVERSAL POV	24	1	12/01/2024
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	21	1	12/01/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	12/01/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	12/01/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100126	AXON VR - TACTICAL BAG	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	126	2	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	2	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	4	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	126	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	12	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	2520	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	760	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	126	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	3	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	126	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	5	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	1	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101294	AXON VR - TABLET	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101300	AXON VR - TABLET CASE	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	126	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	22	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20378	AXON VR - HEADSET - HTC FOCUS 3	6	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	252	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	12/01/2024
A la Carte	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	72	1	12/01/2024
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	380	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1010	1	12/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	130	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	16	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	380	1	12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1010	1	12/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	6	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	6	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	6	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	6	1	06/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	380	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1010	1	12/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	380	1	12/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1010	1	12/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	130	1	04/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	16	1	04/01/2029
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	21	1	12/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR - UAS LICENSE - CLASS 1	11	01/01/2025	12/31/2029
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	11	01/01/2025	12/31/2029
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	11	01/01/2025	12/31/2029
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR - UAS LICENSE - CLASS 2	3	01/01/2025	12/31/2029
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR - ADVANCED STREAMING ADD-ON	3	01/01/2025	12/31/2029
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR - API INTEGRATIONS ADD-ON	3	01/01/2025	12/31/2029
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	01/01/2025	12/31/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	21	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100590	AXON MY90 - LICENSE	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100801	AXON RECORDS - OSP LICENSE	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73618	AXON COMMUNITY REQUEST	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73638	AXON STANDARDS - LICENSE	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73680	AXON RESPOND PLUS - LICENSE	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	126	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	126	01/01/2025	12/31/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	57	01/01/2025	12/31/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	19	01/01/2025	12/31/2029
A la Carte	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	01/01/2025	12/31/2029
A la Carte	12024	AXON AIR - MOBILE STREAMING LICENSE	1	01/01/2025	12/31/2029
A la Carte	73638	AXON STANDARDS - LICENSE	24	01/01/2025	12/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	126
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	9
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	126
A la Carte	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	124	01/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	16	01/01/2025	12/31/2029
A la Carte	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	6	01/01/2025	12/31/2029
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	21	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	6	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	6	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	126	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	6	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	6	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	126	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	12/01/2025	12/31/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	6	12/01/2025	12/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	555 NE 15th St	Bend	OR	97701-4400	USA
2	555 NE 15th St	Bend	OR	97701-4400	USA

Payment Details

Aug 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$5,087.17	\$0.00	\$5,087.17
Year 1	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$7,792.58	\$0.00	\$7,792.58
Year 1	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	6	\$0.00	\$0.00	\$0.00
Year 1	12024	AXON AIR - MOBILE STREAMING LICENSE	1	\$2,003.81	\$0.00	\$2,003.81
Year 1	73638	AXON STANDARDS - LICENSE	24	\$0.00	\$0.00	\$0.00
Year 1	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$6,679.36	\$0.00	\$6,679.36
Year 1	BasicLicense	Basic License Bundle	21	\$4,558.66	\$0.00	\$4,558.66
Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	11	\$20,205.80	\$0.00	\$20,205.80
Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$8,516.38	\$0.00	\$8,516.38
Year 1	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	126	\$517,701.24	\$0.00	\$517,701.24
Year 1	ProLicense	Pro License Bundle	19	\$10,997.83	\$0.00	\$10,997.83
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	21	\$2,067.52	\$0.00	\$2,067.52
Total				\$585,610.35	\$0.00	\$585,610.35

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + PSO	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	72	\$2,808.00	\$0.00	\$2,808.00
Upfront Hardware + PSO	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Upfront Hardware + PSO	H00001	AB4 Camera Bundle	6	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00002	AB4 Multi Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Upfront Hardware + PSO	H00004	AB4 FLEX POV HARDWARE BUNDLE	21	\$5,229.00	\$0.00	\$5,229.00
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	(\$49,242.46)	\$0.00	(\$49,242.46)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$13,392.86)	\$0.00	(\$13,392.86)
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$31,854.72)	\$0.00	(\$31,854.72)
Total				(\$74,453.04)	\$0.00	(\$74,453.04)

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	126	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	T00001	AB4 FLEX POV TAP BUNDLE	21	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$4,440.40	\$0.00	\$4,440.40
Year 2	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$6,801.85	\$0.00	\$6,801.85

Aug 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	6	\$0.00	\$0.00	\$0.00
Year 2	12024	AXON AIR - MOBILE STREAMING LICENSE	1	\$1,749.05	\$0.00	\$1,749.05
Year 2	73638	AXON STANDARDS - LICENSE	24	\$0.00	\$0.00	\$0.00
Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$5,830.16	\$0.00	\$5,830.16
Year 2	BasicLicense	Basic License Bundle	21	\$3,979.08	\$0.00	\$3,979.08
Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	11	\$17,636.88	\$0.00	\$17,636.88
Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$7,433.62	\$0.00	\$7,433.62
Year 2	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	126	\$451,882.00	\$0.00	\$451,882.00
Year 2	ProLicense	Pro License Bundle	19	\$9,599.59	\$0.00	\$9,599.59
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	21	\$1,804.67	\$0.00	\$1,804.67
Total				\$511,157.30	\$0.00	\$511,157.30

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$4,440.40	\$0.00	\$4,440.40
Year 3	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$6,801.85	\$0.00	\$6,801.85
Year 3	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	6	\$0.00	\$0.00	\$0.00
Year 3	12024	AXON AIR - MOBILE STREAMING LICENSE	1	\$1,749.05	\$0.00	\$1,749.05
Year 3	73638	AXON STANDARDS - LICENSE	24	\$0.00	\$0.00	\$0.00
Year 3	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$5,830.16	\$0.00	\$5,830.16
Year 3	BasicLicense	Basic License Bundle	21	\$3,979.08	\$0.00	\$3,979.08
Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	11	\$17,636.88	\$0.00	\$17,636.88
Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$7,433.62	\$0.00	\$7,433.62
Year 3	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	126	\$451,882.00	\$0.00	\$451,882.00
Year 3	ProLicense	Pro License Bundle	19	\$9,599.59	\$0.00	\$9,599.59
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	21	\$1,804.67	\$0.00	\$1,804.67
Total				\$511,157.30	\$0.00	\$511,157.30

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$4,440.40	\$0.00	\$4,440.40
Year 4	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$6,801.85	\$0.00	\$6,801.85
Year 4	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	6	\$0.00	\$0.00	\$0.00
Year 4	12024	AXON AIR - MOBILE STREAMING LICENSE	1	\$1,749.05	\$0.00	\$1,749.05
Year 4	73638	AXON STANDARDS - LICENSE	24	\$0.00	\$0.00	\$0.00
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$5,830.16	\$0.00	\$5,830.16
Year 4	BasicLicense	Basic License Bundle	21	\$3,979.08	\$0.00	\$3,979.08
Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	11	\$17,636.88	\$0.00	\$17,636.88
Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$7,433.62	\$0.00	\$7,433.62
Year 4	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	126	\$451,882.00	\$0.00	\$451,882.00
Year 4	ProLicense	Pro License Bundle	19	\$9,599.59	\$0.00	\$9,599.59
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	21	\$1,804.67	\$0.00	\$1,804.67
Total				\$511,157.30	\$0.00	\$511,157.30

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	15	\$4,440.40	\$0.00	\$4,440.40
Year 5	100560	AXON EVIDENCE - PSO - DATA CONVERSION/MIGRATION	1	\$6,801.85	\$0.00	\$6,801.85
Year 5	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	6	\$0.00	\$0.00	\$0.00
Year 5	12024	AXON AIR - MOBILE STREAMING LICENSE	1	\$1,749.05	\$0.00	\$1,749.05

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73638	AXON STANDARDS - LICENSE	24	\$0.00	\$0.00	\$0.00
Year 5	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$5,830.16	\$0.00	\$5,830.16
Year 5	BasicLicense	Basic License Bundle	21	\$3,979.08	\$0.00	\$3,979.08
Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	11	\$17,636.88	\$0.00	\$17,636.88
Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	3	\$7,433.62	\$0.00	\$7,433.62
Year 5	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	126	\$451,882.00	\$0.00	\$451,882.00
Year 5	ProLicense	Pro License Bundle	19	\$9,599.59	\$0.00	\$9,599.59
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	21	\$1,804.67	\$0.00	\$1,804.67
Total				\$511,157.30	\$0.00	\$511,157.30

Sky-hero products are manufactured in European Union and are classified as military grade, transfer and re-export is strictly prohibited.

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is used for pricing and purchasing justification. In the event of a conflict the terms the Master Services and Purchasing Agreement between the parties shall govern

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-288620, Q-309002, Q-345247, Q-376794, Q-458363, Q-477777, Q-553775, Q-553972, Q-485046, Q-297893, and Existing Fusus Contract

The parties agree to terminate those contracts effective 1/1/25. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$94,490.04

All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

9/16/2024

