




THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

RECEIVED
TIME _____

JUN 13 2017

CITY OF FT. PIERCE
CITY MANAGER'S OFFICE

To: Nicholas Mimms, City Manager
From: Diane Hobleby-Burney, Chief of Police 
Subject: Equipment Need of the Fort Pierce Police Department
Date: June 9, 2017

As a response to the 2017 Fort Pierce Strategic Plan Action Outlines, I am providing an equipment need that is required for the Fort Pierce Police Department to continue to meet our mission.

Proposal: Purchase seventy-five (75) Taser X2 Electronic Control Devices. The Taser can be successfully used to mitigate active physical resistance during officers' encounters.

Justification: The purchase is needed to replace our aging inventory of Tasers. At present we have 118 Taser - Sixty-seven (67) of those are the X-26 model and fifty-one (51) are the X-2. Per Taser, the useful life of a Taser is five years, after which there is an increased risk of failure. The Taser Company no longer provide support for our X-26 model due to their age range of 9 to 13 years old. Of our present inventory, we have 46, X-2 Tasers that are under warranty and less than five years old.

Cost: \$182,070 or a 5 year purchase Program at \$36,414.48 per year.

Taser's (Axon) T60U offers a purchase program where the total purchase price is spread out over five (5) years. During this time, Taser will provide three training cartridges per year, unlimited duty cartridges, and unlimited batteries for the X-2 Tasers. They will also provide the additional cartridges and batteries to our 51 existing X-2 Tasers, which is advantageous, and a savings.

Comm. Meeting
July 3rd



The seventy-five new Tasers would allow the Department to equip all of our officers, detectives, sergeants, and lieutenants

At present, we have funding in our present budget for this purchase. I have included additional information for your review. Please contact me should you have any additional concerns.

OK
[Signature]
6/13/17



THE SUNRISE CITY
FORT PIERCE
 POLICE DEPARTMENT
 "In Honor We Serve"

Florida

Sole Source Justification

Approval No. _____

By: _____

Vendor Name and Address: Axon Enterprise, Inc. (Taser)
17800 N 85th St
Scottsdale, AZ 85255

Commodity: (General Description): Taser X-2 Electronic Control device

Please check entry below that applies to the proposed purchase. Attach additional data or support documentation as instructed below.

Sole Source Justification:

1. Parts / equipment can only be obtained from original manufacturer – not available through distributors.
2. Only area distributors of the original manufacturer.
3. Proprietary item / service
4. Parts / equipment not interchangeable with similar parts of another manufacturer (compatibility).
5. This is the only known item / source that will meet the specialized needs of this department or perform the intended function (explain below).
6. Parts / equipment are required from this vendor to standardization (explain below).
7. Other. Explanation is furnished below.

Comments / Explanation:

On the basis of the foregoing, I recommend that competitive procurement be waived and that the service or material on the attached requisition be purchases as a sole source commodity.

Signed: _____

Requisitioner

Department Head

Purchasing Department



17800 N. 85th St., Scottsdale, Arizona 85255 * 480-991-0797 * Fax 480-991-0791 * www.axon.com

April 5, 2017

To: **IMPORTANT!** type agency here : Fort Pierce Police Department

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Electrical Weapons, Axon brand products, and Evidence.com Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor of all TASER brand products for the agency identified in this letter.

TASER CEW Descriptions

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted electrical weapons

- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand CEW Model Numbers

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to two-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon body cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from buffering to event mode in an emergency vehicle equipped with the Axon Signal Unit

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms

- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Flex Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available

Axon Flex Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- Available with Axon Signal technology

Axon Body Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones to alert user of usage
- High, medium, and low quality recording available (customizable by the agency)
- 30-second buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Tactical beveled button design for use in pocket
- 130-degree lens

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected.
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control

- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search seven fields in addition to five category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for IOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, or Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body or Axon Flex system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



AXON

Axon Brand Model Numbers

Axon Product Packages

| SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS | SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS |
|---|---|
| Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791 | Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791 |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Executive Vice President, North American Sales
Axon Enterprise, Inc.

Android is a trademark of Google, Inc, Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod touch is a trademark of Apple Inc., IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

The 'Delta Axon' logo, Axon, Axon Body, Axon Body 2, Axon Dock, Axon Fleet, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Evidence.com, Smart Cartridge, Trilogy, TASER CAM, X2, X26P, TASER and the 'Bolt within Circle' logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.



17800 N. 85th St.
Scottsdale, AZ
85255-9603

Phone: (480) 991-0797 • (800) 978-2737
Fax: (480) 991-0791
www.TASER.com

February 2012

Over the years TASER International has worked to develop and improve our communication network, to effectively notify our customers of products and product related information. Through these channels, we've recently received inquiries, prompting us to revisit a prior TASER communication regarding the useful life of TASER[®] handheld electronic control devices (ECDs). While this message was publicized, it is being reiterated through our sales and distributor network.

As you are aware, TASER ECDs are sophisticated electronic devices that are regularly subjected to the harsh environment of law enforcement, security and the military. Taking into account various use factors, plus years of field experience, **we've confirmed that the general useful life of a TASER handheld ECD is five years.**

When an ECD has reached its five-year useful life, the risk that it may not deploy, that the effectiveness deteriorates, or of sudden electrical failure may increase. Even after the ECD surpasses its five-year useful life, the electrical output is not expected to exceed the manufacturer's specifications. Please understand that an ECD which has reached its five-year useful life period may still be able to function as expected but the above issues may occur at any time.

In alignment with our recommendation, **the TASER RMA Department will no longer support a TASER handheld ECD in excess of five years old.**

As a reminder, ECDs that have been in the field for several years should be regularly inspected for signs of aging and wear, as well as, continuing the daily recommended spark test. Proper maintenance, per manufacturer's recommendations, is essential for the continued operation of TASER handheld ECDs.

Sincerely,

Tom Beechey
Director – Quality Assurance
TASER International

Cost / Savings

| Plan Inputs | | Purchase Method | | T60 Unlimited After Trade In |
|--|-------|-----------------------|--------------------|------------------------------|
| | | Normal Purchase | TASER 60 Unlimited | |
| Number of Officers | 75 | 2017 \$ 132,164.42 | \$ 32,400.00 | \$ 30,900.00 |
| Number of Training Cartridges per officer (Per Year) | 3 | 2018 \$ 14,317.56 | \$ 32,400.00 | \$ 30,900.00 |
| Number of Duty Cartridges per officer (Per Year) | 2 | 2019 \$ 14,818.68 | \$ 32,400.00 | \$ 30,900.00 |
| Number of PPM's per officer (Per 5 years) | 1 | 2020 \$ 15,337.33 | \$ 32,400.00 | \$ 30,900.00 |
| | | 2021 \$ 15,874.14 | \$ 32,400.00 | \$ 30,900.00 |
| | Total | \$ 192,512.14 | \$ 162,000.00 | \$ 154,500.00 |
| | | 5-year Savings | | \$ 38,012.14 |

Trade In Value of \$100 Exp: 6/30/17

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: 480-991-0791



Donald Christman
 (772) 461-3820
 (772) 468-6867
 dchristman@fppd.org

Quotation
 Quote: Q-114444-3
 Date: 5/10/2017 1:21 PM
 Quote Expiration: 6/30/2017
 Contract Start Date*: 6/1/2017
 Contract Term: 5 years

AX Account Number:
 109357

Bill To:
 Fort Pierce Police Department - FL
 920 S. US 1
 Fort Pierce, FL 34950
 US

Ship To:
 Donald Christman
 Fort Pierce Police Department - FL
 920 S. US 1
 Fort Pierce, FL 34950
 US

| SALESPERSON | PHONE | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|---------------|--------------|-------------------|-----------------|----------------|
| Georgia Lecox | 800-978-2737 | georgia@taser.com | Fedex - Ground | Net 30 |

*Note this will vary based on the shipment date of the product.

Year 1 Due Net 30

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|--|------------|-----------------------|---------------|---------------|
| 75 | 80137 | TASER 60 X2 UNLIMITED | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 75 | 22002 | HANDLE, BLACK, CLASS III, X2 | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 75 | 85700 | TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 32,400.00 | USD 1,500.00 | USD 30,900.00 |
| 75 | 22501 | HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 75 | 22010 | PPM, BATTERY PACK, STANDARD, X2/ X26P | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 225 | 22157 | CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25' | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 150 | 22151 | CARTRIDGE, PERFORMANCE, SMART, 25' | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 46 | 88135 | UCP SMART - YEAR 1 PAYMENT | USD 119.88 | USD 5,514.48 | USD 0.00 | USD 5,514.48 |
| 138 | 22157 | CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25' | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|------------------------------------|------------|-----------------------|---------------|-----------|
| 92 | 22151 | CARTRIDGE, PERFORMANCE, SMART, 25' | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |

Year 1 Total Before Discounts: USD 37,914.48

Year 1 Discount: USD 1,500.00

Year 1 Net Amount Due: USD 36,414.48

Spare

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|--------------|-----------------------|---------------|-----------|
| 1 | 22002 | HANDLE, BLACK, CLASS III, X2 | USD 1,103.31 | USD 1,103.31 | USD 1,103.31 | USD 0.00 |
| 1 | 80137 | TASER 60 X2 UNLIMITED | USD 0.00 | USD 0.00 | USD 0.00 | USD 0.00 |
| 1 | 22010 | PPM, BATTERY PACK, STANDARD, X2/ X26P | USD 58.38 | USD 58.38 | USD 58.38 | USD 0.00 |

Spare Total Before Discounts: USD 1,161.69

Spare Discount: USD 1,161.69

Spare Net Amount Due: USD 0.00

Year 2

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 75 | 85701 | TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 32,400.00 | USD 1,500.00 | USD 30,900.00 |
| 46 | 88136 | UCP SMART - YEAR 2 PAYMENT | USD 119.88 | USD 5,514.48 | USD 0.00 | USD 5,514.48 |

Year 2 Total Before Discounts: USD 37,914.48

Year 2 Discount: USD 1,500.00

Year 2 Net Amount Due: USD 36,414.48

Year 3

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 75 | 85702 | TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 32,400.00 | USD 1,500.00 | USD 30,900.00 |
| 46 | 88137 | UCP SMART - YEAR 3 PAYMENT | USD 119.88 | USD 5,514.48 | USD 0.00 | USD 5,514.48 |

Year 3 Total Before Discounts: USD 37,914.48

Year 3 Discount: USD 1,500.00

Year 3 Net Amount Due: USD 36,414.48

Year 4

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---------------------------------------|------------|-----------------------|---------------|---------------|
| 75 | 85703 | TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 32,400.00 | USD 1,500.00 | USD 30,900.00 |
| 46 | 88138 | UCP SMART - YEAR 4 PAYMENT | USD 119.88 | USD 5,514.48 | USD 0.00 | USD 5,514.48 |

Year 4 Total Before Discounts: USD 37,914.48

Year 4 Discount: USD 1,500.00

Year 4 Net Amount Due: USD 36,414.48

Year 5

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|---|--------|---------------------------------------|------------|-----------------------|---------------|----------------|
| 75 | 85704 | TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED | USD 432.00 | USD 32,400.00 | USD 1,500.00 | USD 30,900.00 |
| 46 | 88139 | UCP SMART - YEAR 5 PAYMENT | USD 119.88 | USD 5,514.48 | USD 0.00 | USD 5,514.48 |
| Year 5 Total Before Discounts: | | | | | | USD 37,914.48 |
| Year 5 Discount: | | | | | | USD 1,500.00 |
| Year 5 Net Amount Due: | | | | | | USD 36,414.48 |
| Subtotal | | | | | | USD 182,072.40 |
| Estimated Shipping & Handling Cost | | | | | | USD 1,820.72 |
| Grand Total | | | | | | USD 183,893.12 |

TASER 60 Sales Terms and Conditions

This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <http://www.axon.com/legal>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

**Axon Enterprise, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <http://www.axon.com/legal>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
 Name (Print): _____ Title: _____
 PO# (if needed): _____

Quote: Q-114444-3

Please sign and email to Georgia Leacox at georgia@taser.com or fax to 480-991-0791

THANK YOU FOR YOUR BUSINESS!

*Protect Life® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S.
 © 2013 Axon Enterprise, Inc. All rights reserved.



Certificate of Destruction

| | | | |
|------------------------------------|------------|------------|--------------|
| Agency Name: | _____ | | |
| Quote/PO Number: | _____ | | |
| Product/ Quantity to be destroyed: | M26: _____ | X26: _____ | Other: _____ |

Customer certifies that all products for which Customer receives a trade-up discount will be removed from service to be destroyed and rendered permanently nonfunctional. Destruction of units should be performed according to Customer's policy. Products traded-in may not be resold or redistributed. TASER is not responsible for Product warranty or liability related to traded-in products, reserves the right to invoice Customer for the discounted amount for any device not destroyed, and reserves the right to require verification that destruction has been performed.

Form completed by: _____
Signature (Digital is acceptable or scan)

_____ *Printed name, title*

_____ *Date*

Return the signed form to your sales representative along with your purchase order/quote.

Protect Life' and the 'Bolt within Circle' logo are trademarks of TASER International, Inc., and TASER is a registered trademark of TASER International, Inc., registered in the U.S. All rights reserved. Copyright 2014, TASER International, Inc.

Taser Status

| Count | Manufacture | Model | Serial Number | Status | Location | Comments |
|-------|-------------|-------|---------------|----------|------------------|--------------------|
| 1 | Taser | X26 | X00-366171 | AVAIABLE | ARMORY | |
| 2 | Taser | X26 | X00-486971 | AVAIABLE | ARMORY | |
| 3 | Taser | X26 | X00-362886 | AVAIABLE | ARMORY | |
| 4 | Taser | X26 | X00-486957 | AVAIABLE | ARMORY | |
| 5 | Taser | X26 | X00-506972 | AVAIABLE | ARMORY | |
| 6 | Taser | X2 | X290034CH | AVAIABLE | ARMORY | |
| 7 | Taser | X26 | X00-169359 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 8 | Taser | X26 | X00-597994 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 9 | Taser | X26 | X00-414052 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 10 | Taser | X26 | X00-156315 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 11 | Taser | X26 | X00-169500 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 12 | Taser | X26 | X00-156293 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 13 | Taser | X26 | X00-366150 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 14 | Taser | X26 | X00-484339 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 15 | Taser | X26 | X00-156307 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 16 | Taser | X26 | X00-597723 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 17 | Taser | X26 | X00-385112 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 18 | Taser | X26 | X00-153790 | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 19 | Taser | X2 | ZZX290C3C | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 20 | Taser | X2 | ZZX290C2N | BROKEN | ARMORY | DAMAGED INOPERABLE |
| 21 | Taser | X26 | X00-224427 | ISSUED | ALVAREZ, 8662 | |
| 22 | Taser | X26 | X00-487006 | ISSUED | ACEVEDO, 8781 | |
| 23 | Taser | X26 | X00-487015 | ISSUED | ADKINS, 8790 | |
| 24 | Taser | X26 | X00-169531 | ISSUED | BERGER, 8709 | |
| 25 | Taser | X26 | X00-540573 | ISSUED | BLACKSHELL, 8753 | |
| 26 | Taser | X26 | X00-400363 | ISSUED | BRAUN, 4978 | |
| 27 | Taser | X26 | X00-386645 | ISSUED | COLVIN, 8698 | |
| 28 | Taser | X26 | X00-156340 | ISSUED | COOPER, 8547 | |
| 29 | Taser | X26 | X00-345582 | ISSUED | COSTA, 8710 | |
| 30 | Taser | X26 | X00-598361 | ISSUED | CUTI, 7024 | |
| 31 | Taser | X26 | X00-507788 | ISSUED | DAVISCD, 7077 | |
| 32 | Taser | X26 | X00-169522 | ISSUED | DENEAU, 8631 | |
| 33 | Taser | X26 | X00-156297 | ISSUED | DOVE, 8107 | |

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| 34 | Taser | X26 | X00-366072 | ISSUED | DREIZEHNTER, 8063 |
| 35 | Taser | X26 | X00-481905 | ISSUED | EASON, 8539 |
| 36 | Taser | X26 | X00-344950 | ISSUED | ECKRODE, 8728 |
| 37 | Taser | X26 | X00-224309 | ISSUED | FASANELLO, 8392 |
| 38 | Taser | X26 | X00-482903 | ISSUED | FRANCOIS, 8711 |
| 39 | Taser | X26 | X00-486928 | ISSUED | GARCIA, 7091 |
| 40 | Taser | X26 | X00-047684 | ISSUED | GLENN-REED, 4615 |
| 41 | Taser | X26 | X00-638835 | ISSUED | GRAZIANO, 8745 |
| 42 | Taser | X26 | X00-722150 | ISSUED | IMPROTA, 8682 |
| 43 | Taser | X26 | X00-407229 | ISSUED | INCORVAIA, 8697 |
| 44 | Taser | X26 | X00-720878 | ISSUED | KLECKLEY, 8641 |
| 45 | Taser | X26 | X00-156285 | ISSUED | LALIMA, 8661 |
| 46 | Taser | X26 | X00-507653 | ISSUED | LAWRENCE, 8788 |
| 47 | Taser | X26 | X00-383976 | ISSUED | LOUIS, 8683 |
| 48 | Taser | X26 | X00-365950 | ISSUED | LOVE, 8787 |
| 49 | Taser | X26 | X00-415751 | ISSUED | MALDONADO, 8370 |
| 50 | Taser | X26 | X00-486996 | ISSUED | MATHURA, 8688 |
| 51 | Taser | X26 | X00-224473 | ISSUED | MCWILLIAMS, 8674 |
| 52 | Taser | X26 | X00-484964 | ISSUED | MOHAMED, 8659 |
| 53 | Taser | X26 | X00-156290 | ISSUED | MOJICA, 8746 |
| 54 | Taser | X26 | X00-415770 | ISSUED | PALACIO, 8486 |
| 55 | Taser | X26 | X00-345113 | ISSUED | PATRIANI, 8727 |
| 56 | Taser | X26 | X00-046215 | ISSUED | PAULVIL, 8726 |
| 57 | Taser | X26 | X00-156323 | ISSUED | QUILES, 8671 |
| 58 | Taser | X26 | X00-366039 | ISSUED | QUINTAO, 8366 |
| 59 | Taser | X26 | X00-720863 | ISSUED | RENE, 8642 |
| 60 | Taser | X26 | X00-415765 | ISSUED | RIDLE, 4916 |
| 61 | Taser | X26 | X00-597703 | ISSUED | SCHROEDER, 8793 |
| 62 | Taser | X26 | X00-507746 | ISSUED | SMITH, 8703 |
| 63 | Taser | X26 | X00-486963 | ISSUED | SPOTTS, 8188 |
| 64 | Taser | X26 | X00-597954 | ISSUED | STETTIN, 8789 |
| 65 | Taser | X26 | X00-540482 | ISSUED | STOTLER, 8724 |
| 66 | Taser | X26 | X00-366154 | ISSUED | STREETER, 8113 |
| 67 | Taser | X26 | X00-720876 | ISSUED | TROUTMAN, 8689 |

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| 68 | Taser | X26 | X00-151981 | ISSUED | VELEZ, 8780 | |
| 69 | Taser | X26 | X00-362069 | ISSUED | WARNER, 4928 | |
| 70 | Taser | X26 | X00-169664 | ISSUED | WILLSON, 8747 | |
| 71 | Taser | X2 | X290026TK | ISSUED | AGUILA, 4941 | |
| 72 | Taser | X2 | X29005NMMW | ISSUED | ANTON, 8681 | |
| 73 | Taser | X2 | X290024AR | ISSUED | AVILLA, 7061 | |
| 74 | Taser | X2 | X29000W3T | ISSUED | CHRISTMAN, 4807 | |
| 75 | Taser | X2 | X29005NNP | ISSUED | COLEMAN, 7045 | |
| 76 | Taser | X2 | X2900 | ISSUED | COMBE, 8633 | BAD SERAIL NUMBER |
| 77 | Taser | X2 | X29000W3A | ISSUED | CUNZO, 8476 | |
| 78 | Taser | X2 | ZZX290C1R | ISSUED | DAVISCH, 4859 | |
| 79 | Taser | X2 | ZZX290AYY | ISSUED | DAVISCN, 4999 | |
| 80 | Taser | X2 | X29000W2P | ISSUED | DAVISCN, 8696 | |
| 81 | Taser | X2 | ZZX290020 | ISSUED | DINI, 8518 | |
| 82 | Taser | X2 | X290026M9 | ISSUED | DOCK | |
| 83 | Taser | X2 | X2900422D | ISSUED | DONNON, 8075 | |
| 84 | Taser | X2 | X290040DE | ISSUED | ENGLAND, 4757 | |
| 85 | Taser | X2 | X29003RV1 | ISSUED | FFELIU, 8768 | |
| 86 | Taser | X2 | X290041X4 | ISSUED | FRAZIER, 8632 | |
| 87 | Taser | X2 | X2900320W | ISSUED | GAGLIANO, 7010 | |
| 88 | Taser | X2 | X290041X3 | ISSUED | GILLETTE, 8080 | |
| 89 | Taser | X2 | X290026P0 | ISSUED | GOZ, 8625 | |
| 90 | Taser | X2 | X290026HA | ISSUED | GRECCO, 8100 | |
| 91 | Taser | X2 | X29005PK5 | ISSUED | GRIFFITH, 4837 | |
| 92 | Taser | X2 | ZZX290AY7 | ISSUED | GUADAGNO, 4925 | |
| 93 | Taser | X2 | X2900340H | ISSUED | GULLETT, 8600 | |
| 94 | Taser | X2 | X2900664T | ISSUED | IPPOLITO, 8647 | |
| 95 | Taser | X2 | X290024C9 | ISSUED | JONES, 8748 | |
| 96 | Taser | X2 | X290026H0 | ISSUED | LINDSTADT, 8499 | |
| 97 | Taser | X2 | X29001AIH | ISSUED | LOPEZ, 8639 | |
| 98 | Taser | X2 | X29000W31 | ISSUED | MACCARTHY, 8640 | |
| 99 | Taser | X2 | X2900261C | ISSUED | MASSIE, 8353 | |
| 100 | Taser | X2 | X29005R45 | ISSUED | MCDERMOTT, 8051 | |
| 101 | Taser | X2 | X29005PPW | ISSUED | MCNEAL, 8670 | |

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| 102 | Taser | X2 | X290019YT | ISSUED | MONTGOMERYG, 4919 | |
| 103 | Taser | X2 | X29003RH7 | ISSUED | NIEVES, 4810 | |
| 104 | Taser | X2 | X29001A0N | ISSUED | ORTIZ, 7090 | |
| 105 | Taser | X2 | X29000W0H | ISSUED | RAHN, 8303 | |
| 106 | Taser | X2 | X290041W8 | ISSUED | SAINTILJEN, 8391 | |
| 107 | Taser | X2 | X290026AE | ISSUED | SARMIENTO, 8099 | |
| 108 | Taser | X2 | X290019YV | ISSUED | SCHRAMM, 4813 | |
| 109 | Taser | X2 | X29003RTX | ISSUED | SENA, 8636 | |
| 110 | Taser | X2 | X29003PE1 | ISSUED | SMITH, 4758 | |
| 111 | Taser | X2 | X29003RH9 | ISSUED | SOBON, 8371 | |
| 112 | Taser | X2 | X29000W54 | ISSUED | STOKES, 8652 | |
| 113 | Taser | X2 | X29003T46 | ISSUED | TRINIDAD, 8540 | |
| 114 | Taser | X2 | X29001A10 | ISSUED | TUMBLIN, 8619 | |
| 115 | Taser | X2 | X290041X6 | ISSUED | WACHENDORFER, 8651 | |
| 116 | Taser | X2 | X2900298R | ISSUED | WARDJ, 8759 | |
| 117 | Taser | X2 | X29000W2T | ISSUED | WOODRUFF, 8278 | |
| 118 | Taser | X2 | X29005R4Y | ISSUED | ZAMORA, 8695 | |



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

These TASER 60 Unlimited Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under TASER 60 Unlimited. TASER 60 Unlimited provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. The initial delivery, and each year thereafter, will also include 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested. In the event the Agency is purchasing TASER 60 Unlimited for use with TASER CAM, the Agency will not receive the PPM or a substitute.

1. **Term.** The term start date is based upon the initial shipment date of the hardware covered under TASER 60 Unlimited (**Start Date**). The TASER 60 Unlimited term will end 5 years after the Start Date (**Term**).
2. **TASER 60 Unlimited Requirements.** In order to make a purchase under TASER 60 Unlimited, the Agency must purchase the TASER 60 Unlimited plan for each TASER Conducted Electrical Weapon (**CEW**) user. A CEW user includes an officer that uses a Conducted Electrical Weapon (**CEW**) in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the TASER 60 Unlimited Program. The Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty, which will be provided by Axon at no charge. Upon reasonable notice, Axon reserves the right to audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the TASER 60 Unlimited plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. For users added in the middle of any annual cycle, the Agency will pay a true-up fee for those additional users. These additional licenses will be co-termed with the Agency's existing licenses. Additional users that are added before the third year payment will receive a PPM, while additional users that are added after the third year payment will not receive a PPM.
4. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
5. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
7. **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non- Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

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

9. **Warranty Returns.** 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. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website www.axon.com/support.

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. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

10. **TASER 60 Unlimited Warranty Coverage.** TASER 60 Unlimited includes extended warranty coverage for the TASER CEW handle and as described in the Hardware Limited Warranty. TASER 60 Unlimited warranty coverage starts at the beginning of the Term and continues as long as the Agency continues to pay the required annual fees for TASER 60 Unlimited during the Term. The Agency may not have both an optional extended warranty and TASER 60 Unlimited on the TASER CEW product.

11. **Spare Product.** For orders of more than 30 units, Axon will provide a predetermined number of Spare Product for the TASER CEW hardware listed in the Quote ("Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the warranty coverage, during the Term with the same product or a like product, at Axon's sole option. Within 30 days of the termination of this Agreement for any reason the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon.

12. **Product Warnings.** See our website at www.axon.com for the most current product warnings.



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

13. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.
14. **TASER 60 Unlimited Termination.** If an invoice for TASER 60 Unlimited is more than 30 days past due, then Axon may terminate TASER 60 Unlimited. Axon will provide notification that TASER 60 Unlimited coverage is terminated. Once TASER 60 Unlimited coverage is terminated for any reason, then:
 - 14.1. TASER 60 Unlimited coverage will terminate as of the date of termination and no refunds will be given.
 - 14.2. The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Unlimited Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
 - 14.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 Unlimited plan.
15. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
16. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
17. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
18. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
19. **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.
20. **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
21. **Entire Agreement.** This Agreement, the TASER Assurance Plan Appendix (if applicable), and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Agency

Title: Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions (Signature)

Page 3 of 5

Department: Sales/Customer Service

Version: 2.0

Release Date: 4/5/2017



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____



Axon Enterprise, Inc.'s TASER 60 Unlimited Terms and Conditions

TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

If The TASER Assurance Plan or "TAP" has been purchased in addition to the TASER 60 Unlimited plan, this Appendix will apply to the Agency's purchase. TAP provides Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 2 **TAP Upgrade Models.** For CEW Upgrade Models Axon will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multi-bay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then the Agency may choose any TASER CAM model as an Upgrade Model. To continue TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the original products to Axon or Axon will deactivate the serial numbers for the products received. The Agency may buy a new TAP for any Upgraded Model.

- 3 **TAP Termination.** If an invoice for TAP is more than 30 days past due then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:
 - 3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
 - 3.2. Axon will not and has no obligation to provide the free Upgrade Models.
 - 3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
 - 3.4. If the Agency received a credit towards the first TAP or TASER 60 payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered Product.

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