

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

# Q-288913-44251.800PM

Issued: 02/24/2021

Quote Expiration: 03/26/2021

Account Number: 106647

Payment Terms: Net 30 Delivery Method: Fedex - Ground

#### SALES REPRESENTATIVE

Pat Murphy Phone: (602) 326-6158 Email: pmurphy@taser.com Fax: 480-426-9776

## PRIMARY CONTACT

Johnathan Kidwell Phone: (512) 630-6752 Email: jkidwell@wilco.org

## **SHIP TO**

Johnathan Kidwell Williamson County Sheriff's Office - TX 508 S Rock St. Georgetown, TX 78626 US

### **BILL TO**

Williamson County Sheriff's Office - TX 508 S Rock St. Georgetown, TX 78626 US

## Group1

| Item     | Description                           | Term<br>(Months) | Quantity | List Ur<br>Price | Net Unit Price     | Total (USD) |
|----------|---------------------------------------|------------------|----------|------------------|--------------------|-------------|
| Hardware |                                       |                  |          |                  |                    |             |
| 22190    | 25 FT STANDARD CARTRIDGE, X26/X26P NS |                  | 250      | 32.00            | 32.00              | 8,000.00    |
|          |                                       |                  |          |                  | Subtotal           | 8,000.00    |
|          |                                       |                  |          |                  | Estimated Shipping | 0.00        |
|          |                                       |                  |          |                  | Estimated Tax      | 0.00        |
|          |                                       |                  |          |                  | Total              | 8,000.00    |
|          |                                       |                  |          |                  |                    |             |
|          |                                       |                  |          |                  |                    |             |
|          |                                       |                  |          |                  | Grand Total        | 8,000.00    |

|   | Notes |  |
|---|-------|--|
| TX Smart Buy Contract No. 680-A1 used for pricing and terms |       |  |

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

## **Axon's Sales Terms and Conditions**

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

|                                    | Date:     |  |
|------------------------------------|-----------|--|
|                                    | Title:    |  |
|                                    |           |  |
|                                    |           |  |
| Docustioned by:  —STANEON 13/14/99 | Date:     | 2/28/2021   7:45 PM MST                        |
| Robert Driscoll                    | Title:    | VP, Assoc. General Counsel                     |
|                                    | Thinderd. | Title:  Docusigned by:  Date:  Rohert Driscoll |

Please sign and email to Pat Murphy at pmurphy@taser.com or fax to 480-426-9776

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

The trademarks referenced above are the property of their respective owners.

| ***Axon Internal Use Only*** |          |  |  |  |  |  |
|------------------------------|----------|--|--|--|--|--|
|                              |          | SFDC Contract#:                        |  |  |  |  |
|                              |          | Order Type:<br>RMA #:<br>Address Used: |  |  |  |  |
| Review 1                     | Review 2 | SO#:                                   |  |  |  |  |
| Comments:                    |          |  |  |  |  |  |

#### Exhibit A

**No Waiver of Sovereign Immunity or Powers**: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of customer, the Williamson County Commissioners Court, or the Williamson County Judge.

Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

**Mediation**: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.

**Venue and Governing Law**: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.

Right to Audit: Axon agrees that customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Axon which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Axon agrees that customer shall have access during normal working hours to all necessary Axon facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give Axon reasonable advance notice of intended audits.