

EXHIBIT A

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPP"), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.


THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of City of Santa Rosa ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of City of Santa Rosa and is duly authorized to sign this Participating Agency Endorsement and Authorization.

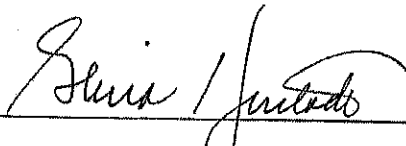

BY: Brandalyn Tramel
ITS: Purchasing Agent

Date: 2/20/18

Participating Agency Contact Information:

Contact Person: Brandalyn Tramel
Address: 635 1st Street 2nd Floor
Santa Rosa CA 95404

Telephone No.: 707-543-3706
Email: btramel@srcity.org

 2/26/2018

Approved by City Manager or Designee

APPROVED AS TO FORM
CITY ATTORNEY
BY SCC 2/20/18

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the PUBLIC PROCUREMENT AUTHORITY ("PPA" or "Purchaser") and TASER International ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling LAW ENFORCEMENT EQUIPMENT and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, Purchaser and Vendor desires to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Public Safety GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Parties" shall mean the Purchaser and Vendor.

1.2 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal RFP No. 1510 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.3 "Applicable Law(s)" shall mean all federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind that govern the Products and Services offered in this Agreement.

1.4 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.5 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe on the Purchase Order.

1.6 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.7 “Purchase Order” shall mean any authorized written, electronic, telephone or fax order sent or made by Purchaser pursuant hereto, including, but not limited to, written purchase orders, requisitions sent by fax machine, and orders in such other form and/or mode of transmission as Purchaser and Vendor may from time to time agree. In addition, the parties agree that this Agreement and accepted Purchase Orders constitute a contract for the sale of goods and/or services and satisfy all statutory and legal formalities of a contract.

1.8 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.9 “National Purchasing Partners (NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.10 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.11 “Participating Agencies” shall mean governmental and nonprofit entities that are eligible to be members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 All Purchase Orders issued by Purchaser to Vendor for Products during the Term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this

Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.3 Notwithstanding any other provision of this Agreement to the contrary, Purchaser shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of Purchaser. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services which are identical or similar to the Products and Services described in this Agreement from any third party.

2.4 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to Section 3.1 is **approved** and by this reference incorporated herein.

2.5 Extension of contract terms to National Purchasing Partners, LLC

2.5.1 Pursuant to Section 1.0 of the RFP, Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to other government agencies and non-profit entities that are members of National Purchasing Partners, that have executed an Intergovernmental Cooperative Purchasing Agreement (IGA) as a Participating Agency as may be required by the government agency's local regulations, and that wish to access this Agreement in accordance with Attachment C which is attached hereto and incorporated herein by reference. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.5.2 *This Solicitation meets the public contracting requirements of the Purchaser and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.5.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with National Purchasing Partners, LLC, pursuant to the terms of the RFP.

2.6 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon or to public institutions in other states with similar restrictions.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement. Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; provided that the Lead Contracting Agency and/or the proposer may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the original term.

3.2 Either party may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement on the terms and at the pricing specified for each such Product and Service on Attachment A. Unless Attachment A expressly provides otherwise, the pricing schedule for Products and Services set forth on Attachment A hereto shall remain fixed for the entire term of the Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and

must otherwise comply with the provisions of this Agreement and such reasonable requirements as may be prescribed by Purchaser from time to time. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses"). To the extent that Attachment A expressly requires Purchaser to reimburse Vendor for Incidental Expenses, and notwithstanding anything else set forth in this Agreement, including Attachment A, Purchaser shall not be responsible for any such reimbursement unless the expenses to be reimbursed are (i) approved, in each instance, in advance by Purchaser; and (ii) substantiated by appropriate receipts and related documentation. It is acknowledged and agreed that Purchaser may, as a condition of its approval of any such Incidental Expense reimbursement, require in each instance Vendor to utilize suppliers or service providers prescribed by Purchaser, which may include suppliers or service providers which are affiliated with Purchaser.

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser. In addition, limited time promotions will be valid for the amount of time stated on the offer and will not be effective if notice of acceptance occurs after expiration of the offer.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination to the requesting Participating Agency. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor. If Vendor for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements hereunder or under any Purchase Order, Vendor shall promptly notify Purchaser in writing. Except as otherwise provided in Article 16 below, if Vendor does not comply with the applicable delivery schedule, in addition to any other remedies it may have, Purchaser may require delivery by fastest method available and any actual out-of-pocket charges or costs resulting from such method (including, but not limited to, premium shipping rates, etc.), if any, must be fully prepaid and/or absorbed by Vendor without additional cost to Purchaser. It is Vendor's responsibility to comply with the delivery schedule applicable to each Purchase Order accepted by Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until passage of title to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after title has passed to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the PPA upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Master Price Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Public Procurement Authority. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Public Procurement Authority under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Public Procurement Authority, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Public Procurement Authority and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Public Procurement Authority.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Purchaser, its respective officials, directors, employees and agents (collectively, the "Indemnities"), and National Purchasing Partners, LLC from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnities by reason of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law that should be reasonably known at the time, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Purchaser or its officials, directors, employees, agents or contractors. In addition, Vendor shall not be liable for infringement claims related to nonstandard or special-order product, the design of which is provided to Vendor by Purchaser. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The provisions of this Article shall survive the expiration or termination of this Agreement.

6.2 **LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement is extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 - WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within seven (7) days after delivery to the Purchaser's Destination. Products not inspected within seven (7) days after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at the time of inspection to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 - SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws. At Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 - PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the parties. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal

representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Purchaser:
Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
TASER International
17800 N. 85th Street
Scottsdale AZ 85255-9603
ATTN: Bobby Driscoll

Either party may change its notice address by giving the other party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of God, and delays or failure in obtaining raw materials, supplies or transportation. A party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either party to exercise any right, remedy or power herein shall impair such party's right to exercise such right, remedy or power or be construed to be a waiver

of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties hereto, but it may not be assigned in whole or in part by Vendor without the prior written consent of Purchaser which shall not be unreasonably withheld or delayed. Vendor shall not delegate its duties under this Agreement nor assign monies due or to become due to it hereunder without prior written consent of Purchaser. Purchaser may freely assign this Agreement to an instrumentality thereof or to a third party responsible for administering this Agreement on behalf of Purchaser.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by both parties hereto.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contracts Manager
Public Procurement Authority

Dated: 10/28/15

VENDOR:

Signature: [Handwritten Signature]

Printed Name: JOSH ISNER

Title: EVD SALES
TASER International

Dated: 10/22/15

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

2015 TASER® X26P™ CEW Law Enforcement Pricing		
Model	Product Description	Price Including Shipping
X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)		
11002	Black X26P CEW, class III LASER	\$910.75 ea
11003	Yellow X26P CEW, class III LASER	\$910.75 ea
X26P Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$55.16 ea
22012	Tactical Performance Power Magazine (TPPM)	\$55.16 ea
11010	eXtended Performance Power Magazine (XPPM)	\$64.26 ea
X26P Power Magazine (Options)		
22011	Automatic Shut-Down Performance Power Magazine (APPM)	\$66.64 ea
11015	eXtended Automatic Shut-Down Performance Power Magazine (XAPPM)	\$66.66 ea
Optional Accessories		
X26P Holsters		
11801	Holster, X26P, Right Hand, Blackhawk!	\$53.89 ea
11804	Holster, X26P, Left Hand, Blackhawk!	\$53.89 ea
Customer Care Extended Warranty		
11004	4-year Extended Warranty	\$277.95 ea
TASER Assurance Plan (TAP)		
66059	TAP CEW Annual Payment, X26P	\$190.55 ea
TASER CAM™ HD Recorders		
26810	TASER CAM HD	\$536.76 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$563.63 ea
26762	TASER CAM HD USB download kit	\$15.68 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$154.45 ea
26764	TASER CAM HD Replacement Battery	\$53.59 ea
Dataport Download Kits		
22013	Kit, Dataport Download, USB	\$166.73 ea
HOGUE HANDALL Grips		
22018	Grip, CEW, Hogue, packaged	\$15.43 ea
X26P Cartridges		
34200	16' Field Use ¹	\$22.47 ea
44200	21' Field Use	\$24.64 ea
44203	26' XP™ Field Use	\$27.68 ea
44205	21' Non-Conductive Sim	\$23.88 ea
85000	Alligator Clip Cartridge	\$46.91 ea
Training Equipment		
80004	Target, Conductive, 2-Part, Top and Bottom	\$26.97 ea
44550	Sim Suit, Model II	\$573.30 ea

¹ The 16-foot cartridges are recommended for training, due to their relatively short range. However, these 16-foot cartridges are conductive, and must NOT be used against a person wearing a Sim Suit.

Title: TASER® X26P™ and X26™ FOH Shipping Agency Pricing and Sales Terms and Conditions
 Department: Sales/Customer Service
 Version: 3.0
 Release Date: 1/23/2015

2015 TASER® X2™ CEW Law Enforcement Pricing

Model	Product Description	Agency Price Including Shipping
X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)		
22002	Black X2 CEW	\$1,042.31 ea
22003	Yellow X2 CEW	\$1,042.31 ea
X2 Power Magazines (Choose one)		
22010	Performance Power Magazine (PPM)	\$55.16 ea
22012	Tactical Performance Power Magazine (TPPM)	\$55.16 ea
X2 Power Magazine (Optional)		
22011	Automatic Shut-Down Power Magazine (APPM)	\$66.64 ea
Optional Accessories		
X2 Holsters		
22501	Holster, X2, Right Hand, Blackhawk!	\$66.64 ea
22504	Holster, X2, Left Hand, Blackhawk!	\$66.64 ea
Customer Care Extended Warranty		
22014	4-year Extended Warranty	\$318.25 ea
TASER Assurance Plan (TAP)		
85049	TAP CEW Annual Payment, X2	\$211.15 ea
X2 Smart™ Cartridges**		
22150	15' Live Smart Cartridge	\$29.88 ea
22151	25' Live Smart Cartridge	\$31.88 ea
22152	35' Live Smart Cartridge	\$33.09 ea
22155	Inert Simulator 25' Smart Cartridge	\$43.52 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$30.97 ea
33112	Alligator Clip Smart Cartridge	\$33.29 ea
TASER CAM™ HD Recorders		
26610	TASER CAM HD	\$536.76 ea
26620	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$563.63 ea
26762	TASER CAM HD USB download kit	\$15.68 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$154.46 ea
26764	TASER CAM HD Replacement Battery	\$53.59 ea
X2 Dataport Download Kits		
22013	Kit, Dataport Download, USB, X2	\$166.73 ea
HOGUE® HANDALL™ Grips		
22018	Grip, CEW, Hogue, packaged	\$15.43 ea
Training Equipment		
80004	Target, Conductive, 2-Part, Top and Bottom	\$26.97 ea
44550	TASER Simulation Suit	\$573.30 ea

**15-foot, 25-foot, and 35-foot X2 cartridges are compatible with TASER® X2 and X3® CEWs. X3 cartridges (part numbers 33100, 33101, 33102, 33103, 33104, and 33105) are NOT compatible with the X2 CEW.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/na/cs-terms-and-conditions>.

For delivery status or to place an order, call TASER's sales department at 800-978-2737 or fax the order to: 460-991-0794.

Freight Policy: Freight is included in the unit prices above. All orders are shipped F.O.B. destination via Fed-Ex ground. All taxes, duties and customs, where applicable, are the responsibility of the customer.

BLACKHAWK! is a trademark of BLACKHAWK! Products Group, HANDALL is a trademark of Hogue, Inc., and HOGUE is a trademark of Hogue, Inc. Smart, TASER CAM, X2, and 'Protect Life' are trademarks of TASER International, Inc., and TASER, X3, X2 and Design, and ® are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2015 TASER International, Inc.

Title: TASER® X2™ FOR Agency Pricing and Sales Terms and Conditions
 Department: Sales/Customer Service
 Version: 3.0
 Release Date: 1/21/2015

Page 1 of 1

Pricing contained in this Attachment A shall be extended to all National Purchasing Partners government members upon execution of the Intergovernmental Agreement. Pricing is subject to annual manufacturing escalation by Vendor.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

- 1 **Hardware Limited Warranty.** TASER 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. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.
- 2 **Warranty Limitations.**
 - 2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (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 TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.
 - 2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER 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 warranty document.
 - 2.3 TASER'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 TASER product will not exceed the purchase price paid to TASER 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

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

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

3.2 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

ATTACHMENT C

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PARTICIPATING AGENCIES

Purchaser served as the Lead Contracting Agency in cooperation with National Purchasing Partners and on behalf of other government agencies that desire to access the Master price Agreement. Vendor must deal directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Purchaser is acting as "Lead Contracting Agency" for the Participating Agencies and shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

The subsequent contract shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the National Purchasing Partners web site, www.nppgov.com and www.firerescue-gpo.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements.

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Amendment to Law Enforcement Equipment Master Price Agreement

Price List & Product Adjustment, Terms Update, Name Change

This Amendment to the Master Price Agreement is effective this 17 day of September, 2017 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Axon Enterprise, Inc. ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about October 28, 2015 and by this reference incorporated herein; and

WHEREAS, Article 4.1 of the Master Price Agreement provides for price adjustments based on manufacturer cost increases; and

WHEREAS, Vendor has provided notice of pricing adjustment due to manufacturer cost increases on or about August 16, 2017; and

WHEREAS, Vendor included the TASER X26P, TASER X26 and TASER X2 product lines in its Proposal;

WHEREAS, new TASER X26P, TASER X26 and TASER X2 products have become available and select TASER X26 products from Vendor's Proposal have become obsolete;

WHEREAS, Vendor included services and warranties related to its product line in its Proposal;

WHEREAS, additional services and warranties related to its product line have become available;

WHEREAS, Vendor changed its legal name from TASER International to Axon Enterprise, Inc. on or about April 5, 2017 and desires to update the agreement to reflect this change;

WHEREAS, pursuant to Attachment F, Vendor desires to reference its standard sales terms and conditions in this agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the pricing and product adjustment, name change, and referenced sales terms and conditions;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO LAW ENFORCEMENT EQUIPMENT MASTER PRICE AGREEMENT

1. Adjustment to Pricing and Product Line on Law Enforcement Equipment:
Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

“ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

2017 TASER X26P CEW Law Enforcement Pricing

X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)

11002	Black X26P CEW, class III LASER	\$975.62 ea
11003	Yellow X26P CEW, class III LASER	\$975.62 ea

X26P Power Magazines (Choose one)

22010	Performance Power Magazine (PPM)	\$59.08 ea
22012	Tactical Performance Power Magazine (TPPM)	\$59.08 ea
11010	eXtended Performance Power Magazine (XPPM)	\$68.64 ea

X26P Power Magazine (Optional)

22011	Automatic Shut-Down Power Magazine (APPM)	\$71.39 ea
11016	eXtended Automatic Shut-Down Power Magazine (XAPPM)	\$73.56 ea
70116	Signal Performance Power Magazine (SPPM) ¹	\$91.07 ea

Optional Accessories

X26P Holsters

11501	Holster, X26P, Right Hand, BlackhawkI	\$57.72 ea
11504	Holster, X26P, Left Hand, BlackhawkI	\$57.72 ea

Customer Care Extended Warranty

11004	4-year Extended Warranty	\$297.75 ea
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Taser Assurance Plan (TAP)

85059	TAP CEW Annual Payment, X26P	\$197.22 ea
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Professional Services

85147	CEW Starter Package	\$2,500.00 ea
85150	CEW Add-on Services ²	\$1,035.00 ea
85166	CEW Full Service with Instructor Training	\$17,500.00 ea

TASER CAM HD Recorders

26810	TASER CAM HD	\$555.55 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$583.36 ea
26782	TASER CAM HD USB download kit	\$16.13 ea
26783	TASER CAM HD 4-Year Extended Warranty	\$169.86 ea
26764	TASER CAM HD Replacement Battery	\$66.46 ea

Dataport Download Kits

22013	Kit, Dataport Download, USB	\$178.61 ea
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HOGUE HANDALL Grips

22016	Grip, CEW, Hogue, packaged	\$18.33 ea
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Training Equipment

80004	Target, Conductive, 2-Part, Top and Bottom	\$28.89 ea
44550	Sim Suit Model II	\$614.13 ea

X26P Cartridges

34200	15' Field Use ³	\$24.07 ea
44200	21' Field Use	\$28.29 ea
44203	25' XP Field Use	\$29.65 ea
44205	21' Non-Conductive Sim	\$25.59 ea
85000	Alligator Clip Cartridge	\$50.25 ea

2017 TASER X26 Accessories Law Enforcement Pricing

X26 Power Magazines

26700	Digital Power Magazine (DPM)	\$39.89 ea
26701	eXtended Digital Power Magazine (XDPM)	\$45.48 ea

X26 Holsters

44952	Holster, X26, Right Hand, Blade-Tech	\$39.02 ea
44953	Holster, X26, Left Hand, Blade-Tech	\$39.02 ea
44972	Holster, X26, Right Hand, BLACKHAWK!	\$39.02 ea
44973	Holster, X26, Left Hand, BLACKHAWK!	\$39.02 ea

Dataport Download Kit

26500	X26 Dataport Download Kit	\$178.61 ea
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2017 TASER X2 CEW Law Enforcement Pricing**X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)**

22002	Black X2 CEW	\$1,116.55 ea
22003	Yellow X2 CEW	\$1,116.55 ea

X2 Power Magazines (Choose one)

22010	Performance Power Magazine (PPM)	\$59.08 ea
22012	Tactical Performance Power Magazine (TPPM)	\$59.08 ea

X2 Power Magazine (Optional)

22011	Automatic Shut-Down Power Magazine (APPM)	\$71.39 ea
70116	Signal Performance Power Magazine (SPPM) ¹	\$91.07 ea

Optional Accessories**X2 Holsters**

22501	Holster, X2, Right Hand, Blackhawk!	\$71.39 ea
22504	Holster, X2, Left Hand, Blackhawk!	\$71.39 ea

Customer Care Extended Warranty

22014	4-year Extended Warranty	\$340.92 ea
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TASER Assurance Plan (TAP)

85049	TAP CEW Annual Payment, X2	\$218.54 ea
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Professional Services

85147	CEW Starter Package	\$2,500.00 ea
85150	CEW Add-on Services ²	\$1,035.00 ea
85168	CEW Full Service with Instructor Training	\$17,500.00 ea

X2 Smart Cartridges³

22150	15' Live Smart Cartridge	\$31.98 ea
22151	25' Live Smart Cartridge	\$34.14 ea
22152	35' Live Smart Cartridge	\$35.44 ea
22155	Inert Simulator 28' Smart Cartridge	\$46.62 ea
22157	25' Training Smart Cartridge (Blue Blast Door/Non-conductive)	\$33.17 ea
33112	Alligator Clip Smart Cartridge	\$35.66 ea

TASER CAM HD Recorders

26810	TASER CAM HD	\$555.55 ea
26820	TASER CAM HD with Automatic Shut-Down (AS) Feature	\$583.36 ea
26762	TASER CAM HD USB download kit	\$16.13 ea
26763	TASER CAM HD 4-Year Extended Warranty	\$159.86 ea
26764	TASER CAM HD Replacement Battery	\$55.46 ea

X2 Dataport Download Kits

22016	Kit, Dataport Download, USB, X2	\$178.61 ea
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HOGUE HANDALL Grips

22018	Grip, CEW, Hogue, packaged	\$16.53 ea
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CEW TAP, TASER 60, TASER 60 Unlimited, UCP pricing:

Product Name	Product Code	List Price
TASER 60 BASIC TAP UPFRONT PAYMENT, X2	74079	USD 2,227.70
TASER 60 BASIC TAP YEAR 1 PAYMENT, X2	74080	USD 445.54
TASER 60 BASIC TAP YEAR 2 PAYMENT, X2	74081	USD 445.54
TASER 60 BASIC TAP YEAR 3 PAYMENT, X2	74082	USD 445.54
TASER 60 BASIC TAP YEAR 4 PAYMENT, X2	74083	USD 445.54
TASER 60 BASIC TAP YEAR 5 PAYMENT, X2	74084	USD 445.54
TASER 60 PREMIUM TAP UPFRONT PAYMENT, X2	74085	USD 2,827.70
TASER 60 PREMIUM TAP YEAR 1 PAYMENT, X2	74086	USD 565.54
TASER 60 PREMIUM TAP YEAR 2 PAYMENT, X2	74087	USD 565.54
TASER 60 PREMIUM TAP YEAR 3 PAYMENT, X2	74088	USD 565.54
TASER 60 PREMIUM TAP YEAR 4 PAYMENT, X2	74089	USD 565.54
TASER 60 PREMIUM TAP YEAR 5 PAYMENT, X2	74090	USD 565.54
TASER 60 BASIC TAP UPFRONT PAYMENT, X26P	74091	USD 1,931.10
TASER 60 BASIC TAP YEAR 1 PAYMENT, X26P	74092	USD 386.22
TASER 60 BASIC TAP YEAR 2 PAYMENT, X26P	74093	USD 386.22
TASER 60 BASIC TAP YEAR 3 PAYMENT, X26P	74094	USD 386.22
TASER 60 BASIC TAP YEAR 4 PAYMENT, X26P	74095	USD 386.22
TASER 60 BASIC TAP YEAR 5 PAYMENT, X26P	74096	USD 386.22
TASER 60 PREMIUM TAP UPFRONT PAYMENT, X26P	74097	USD 2,421.10
TASER 60 PREMIUM TAP YEAR 1 PAYMENT, X26P	74098	USD 484.22
TASER 60 PREMIUM TAP YEAR 2 PAYMENT, X26P	74099	USD 484.22
TASER 60 PREMIUM TAP YEAR 3 PAYMENT, X26P	74100	USD 484.22
TASER 60 PREMIUM TAP YEAR 4 PAYMENT, X26P	74101	USD 484.22
TASER 60 PREMIUM TAP YEAR 5 PAYMENT, X26P	74102	USD 484.22
UCP STANDARD - TRUE UP PAYMENT	80141	USD 5.99
UCP SMART - TRUE UP PAYMENT	80142	USD 5.99
TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X2	85049	USD 218.54
TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	85059	USD 197.22
TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X2	85081	USD 1,092.70
TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P	85084	USD 986.10
TASER 60 YEAR 1 PAYMENT: X2 BASIC	85176	USD 330.72
TASER 60 YEAR 2 PAYMENT: X2 BASIC	85177	USD 312.00
TASER 60 YEAR 3 PAYMENT: X2 BASIC	85178	USD 312.00
TASER 60 YEAR 4 PAYMENT: X2 BASIC	85179	USD 312.00
TASER 60 YEAR 5 PAYMENT: X2 BASIC	85180	USD 312.00
TASER 60 YEAR 1 PAYMENT: X26P BASIC	85181	USD 279.84
TASER 60 YEAR 2 PAYMENT: X26P BASIC	85182	USD 264.00
TASER 60 YEAR 3 PAYMENT: X26P BASIC	85183	USD 264.00
TASER 60 YEAR 4 PAYMENT: X26P BASIC	85184	USD 264.00
TASER 60 YEAR 5 PAYMENT: X26P BASIC	85185	USD 264.00
TASER 60 YEAR 1 PAYMENT: X2 PREMIUM	85186	USD 457.92
TASER 60 YEAR 2 PAYMENT: X2 PREMIUM	85187	USD 432.00

TASER 60 YEAR 3 PAYMENT: X2 PREMIUM	85188	USD 432.00
TASER 60 YEAR 4 PAYMENT: X2 PREMIUM	85189	USD 432.00
TASER 60 YEAR 5 PAYMENT: X2 PREMIUM	85190	USD 432.00
TASER 60 YEAR 1 PAYMENT: X26P PREMIUM	85198	USD 394.32
TASER 60 YEAR 2 PAYMENT: X26P PREMIUM	85199	USD 372.00
TASER 60 YEAR 3 PAYMENT: X26P PREMIUM	85200	USD 372.00
TASER 60 YEAR 4 PAYMENT: X26P PREMIUM	85216	USD 372.00
TASER 60 YEAR 5 PAYMENT: X26P PREMIUM	85217	USD 372.00
TASER 60 YEAR 1 PAYMENT: TASERCAM HD	85240	USD 138.27
TASER 60 YEAR 2 PAYMENT: TASERCAM HD	85241	USD 130.44
TASER 60 YEAR 3 PAYMENT: TASERCAM HD	85242	USD 130.44
TASER 60 YEAR 4 PAYMENT: TASERCAM HD	85243	USD 130.44
TASER 60 YEAR 5 PAYMENT: TASERCAM HD	85244	USD 130.44
TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	85700	USD 432.00
TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	85701	USD 432.00
TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	85702	USD 432.00
TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	85703	USD 432.00
TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	85704	USD 432.00
TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	85705	USD 372.00
TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	85706	USD 372.00
TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	85707	USD 372.00
TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	85708	USD 372.00
TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	85709	USD 372.00
UCP YEAR 1 PAYMENT: NO PPM STD UNLIMITED	85743	USD 109.17
UCP YEAR 2 PAYMENT: NO PPM STD UNLIMITED	85744	USD 109.17
UCP YEAR 3 PAYMENT: NO PPM STD UNLIMITED	85745	USD 109.17
UCP YEAR 4 PAYMENT: NO PPM STD UNLIMITED	85746	USD 109.17

UCP YEAR 5 PAYMENT: NO PPM STD UNLIMITED	85747	USD 109.17
UCP YEAR 1 PAYMENT: NO PPM SMART UNLIMITED	85748	USD 109.17
UCP YEAR 2 PAYMENT: NO PPM SMART UNLIMITED	85749	USD 109.17
UCP YEAR 3 PAYMENT: NO PPM SMART UNLIMITED	85750	USD 109.17
UCP YEAR 4 PAYMENT: NO PPM SMART UNLIMITED	85751	USD 109.17
UCP YEAR 5 PAYMENT: NO PPM SMART UNLIMITED	85752	USD 109.17
UCP UPFRONT PAYMENT - NO PPM STANDARD UNLIMITED	85756	USD 545.87
UCP UPFRONT PAYMENT - NO PPM SMART UNLIMITED	85757	USD 545.87
UCP STANDARD UPFRONT PAYMENT	88118	USD 599.40
UCP SMART UPFRONT PAYMENT	88119	USD 599.40
UCP STANDARD - YEAR 1 PAYMENT	88130	USD 119.88
UCP STANDARD - YEAR 2 PAYMENT	88131	USD 119.88
UCP STANDARD - YEAR 3 PAYMENT	88132	USD 119.88
UCP STANDARD - YEAR 4 PAYMENT	88133	USD 119.88
UCP STANDARD - YEAR 5 PAYMENT	88134	USD 119.88
UCP SMART - YEAR 1 PAYMENT	88135	USD 119.88
UCP SMART - YEAR 2 PAYMENT	88136	USD 119.88
UCP SMART - YEAR 3 PAYMENT	88137	USD 119.88
UCP SMART - YEAR 4 PAYMENT	88138	USD 119.88
UCP SMART - YEAR 5 PAYMENT	88139	USD 119.88

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Pricing is subject to annual manufacturing escalation by Vendor.”

2. **Name Change.** Any and all references to TASER International in the Master Price Agreement shall be updated to reflect its name change to Axon Enterprise, Inc.

3. **Terms and Conditions.** Vendor's Terms and Conditions shall be referenced in this Master Price Agreement by reviewing such Terms and Conditions at <https://www.axon.com/legal/sales-terms-and-conditions>.

4. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about October 28, 2015 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:

Heidi Arnold Date 9/7/17
BY: Heidi Arnold
ITS: Contract Manager

AXON ENTERPRISE, INC.:

[Signature] Date 9/7/17
BY: Josh Isner
ITS: Env. & Global Affairs

Second Amendment to Law Enforcement Equipment Master Price Agreement

Price List & Product Adjustment

This Amendment to the Master Price Agreement is effective this 11th day of June, 2018 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Axon Enterprise, Inc. ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about October 28, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into an Amendment to the Master Price Agreement on or about September 7, 2017; and

WHEREAS, Article 4.1 of the Master Price Agreement provides for price adjustments based on manufacturer cost increases; and

WHEREAS, Vendor has provided notice of pricing adjustment due to manufacturer cost increases on or about March 30, 2018; and

WHEREAS, X26P, X26 and X2 product lines and related services and warranties are available through the Master Price Agreement; and

WHEREAS, new X26P, X26 and X2 products and related services and warranties have become available; and

WHEREAS, select products and services on the Master Price Agreement have become obsolete; and

WHEREAS, Vendor has provided notice on or about March 30, 2018 to include the new products, services and warranties at comparable pricing to the products, services and warranties already included in the Master Price Agreement and to remove obsolete products and services; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the pricing and product adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO LAW ENFORCEMENT EQUIPMENT MASTER PRICE AGREEMENT

1. **Adjustment to Pricing and Product Line on Law Enforcement Equipment.** Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

“ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

2018 TASER X26P CEW Law Enforcement Pricing

X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)

11000	HANDLE, BLACK, CLASS II, X26P	944.00
11001	HANDLE, YELLOW, CLASS II, X26P	944.00
11002	HANDLE, BLACK, CLASS III, X26P	1,022.00
11003	HANDLE, YELLOW, CLASS III, X26P	1,022.00
11009	HANDLE, GREEN, CLASS III, X26P	1,022.00
11021	X26P BLACK, CLASS III LASER, KOREA	960.00
11023	HANDLE, BLUE, DEMO/LASER POINTER, X26P	135.00
11026	HANDLE, BLUE, SIMULATOR, X26P	644.00

X26P Holsters

11500	HOLSTER, BLADE TECH, RIGHT, X26P	61.00
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	61.00
11503	HOLSTER, BLADE TECH, LEFT, X26P	61.00
11504	HOLSTER, BLACKHAWK, LEFT, X26P	61.00

Customer Care Extended Warranty

11004	WARRANTY, 4 YEAR, X26P	318.00
11008	WARRANTY, 2 YEAR, X26P	147.00
11017	WARRANTY, 1 YEAR EXTENDED, X26P	114.00

Taser Assurance Plan (TAP)

85084	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P	1,046.00
85059	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	210.00

TASER 60

71068	TASER 60 TCAM BASIC TAP YEAR 1 PAYMENT, X26P	615.00
71069	TASER 60 TCAM BASIC TAP YEAR 2 PAYMENT, X26P	615.00
71070	TASER 60 TCAM BASIC TAP YEAR 3 PAYMENT, X26P	615.00
71071	TASER 60 TCAM BASIC TAP YEAR 4 PAYMENT, X26P	615.00
71072	TASER 60 TCAM BASIC TAP YEAR 5 PAYMENT, X26P	615.00
74092	TASER 60 BASIC TAP YEAR 1 PAYMENT, X26P	410.00
74093	TASER 60 BASIC TAP YEAR 2 PAYMENT, X26P	410.00
74094	TASER 60 BASIC TAP YEAR 3 PAYMENT, X26P	410.00
74095	TASER 60 BASIC TAP YEAR 4 PAYMENT, X26P	410.00
74096	TASER 60 BASIC TAP YEAR 5 PAYMENT, X26P	410.00
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC	280.00

85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC	280.00
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC	280.00
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC	280.00
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC	280.00

TASER 60 Unlimited

71074	TASER 60 TCAM UNLIMITED TAP YEAR 1 PAYMENT, X26P	720.00
71075	TASER 60 TCAM UNLIMITED TAP YEAR 2 PAYMENT, X26P	720.00
71076	TASER 60 TCAM UNLIMITED TAP YEAR 3 PAYMENT, X26P	720.00
71077	TASER 60 TCAM UNLIMITED TAP YEAR 4 PAYMENT, X26P	720.00
71078	TASER 60 TCAM UNLIMITED TAP YEAR 5 PAYMENT, X26P	720.00
74098	TASER 60 UNLIMITED TAP YEAR 1 PAYMENT, X26P	514.00
74099	TASER 60 UNLIMITED TAP YEAR 2 PAYMENT, X26P	514.00
74100	TASER 60 UNLIMITED TAP YEAR 3 PAYMENT, X26P	514.00
74101	TASER 60 UNLIMITED TAP YEAR 4 PAYMENT, X26P	514.00
74102	TASER 60 UNLIMITED TAP YEAR 5 PAYMENT, X26P	514.00
85705	TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	395.00
85706	TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	395.00
85707	TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	395.00
85708	TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	395.00
85709	TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	395.00

Professional Services

85147	CEW STARTER	2,500.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	3,900.00
85150	CEW ADD-ON SERVICES	2,000.00
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	15,000.00
85169	TWO-DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	8,100.00

X26P Dataport Download Kits

22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	188.00
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Training Equipment

44415	APPAREL, SIM SUIT, HELMET, BLACK	106.00
44416	APPAREL, SIM SUIT, GLOVES, SET, BLACK	59.00
44550	SUIT, SIM, MODEL II	644.00
80002	TARGET, PAPER, CONDUCTIVE INK, CIVILIAN	9.00
80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	31.00

X26P Cartridges

34200	Cartridge - 15'	26.00
44200	Cartridge - 21'	28.00
44203	CARTRIDGE - 25' HYBRID	32.00
44205	Cartridge - Simulation	27.00

X26P T&E Kit

11007	T&E KIT, X26P	1,723.00
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2018 TASER X26 Accessories Law Enforcement Pricing

X26 Holsters

44952	Holster - Blade Tech w/Tek-Lok	41.00
44953	Holster, BladeTech (Left)	41.00
44972	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B	41.00

44973	HOLSTER, L, X26, BLACKHAWK, 44, 44BK-L-B	41.00
26800	HOLSTER ASSEMBLED (RIGHT HAND)	46.00
26802	2ACH-Dual Cartridge Holster	24.00
33212	BELTCLIP, UNIVERSAL, TEK-LOK	9.00
44866	HOLSTER, BLADE TECH, LONG HOOD, W/ROTOLOCK, RIGHT, X26	59.00
44868	HOLSTER, BLADE TECH, SHORT HOOD, W/ROTOLOCK, LEFT, X26	67.00
44920	HOLSTER, R, X26, BT 11010, W/THIGH RIG	68.50
44924	HOLSTER, R, X26, BT 11009, W/CART TEKLOK	80.00

Dataport Download Kit

26500	X26 Dataport Kit	188.00
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2018 TASER X2 CEW Law Enforcement Pricing

X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)

22001	HANDLE, YELLOW, CLASS II, X2	1,085.00
22002	HANDLE, BLACK, CLASS III, X2	1,170.00
22003	HANDLE, YELLOW, CLASS III, X2	1,170.00
22023	HANDLE, BLUE, DEMO/LASER POINTER, X2	155.00
22026	HANDLE, BLUE, SIMULATOR, X2	734.00

X2 Holsters

20006	HOLSTER, BLADE TECH, RIGHT, X2, LARGE TMMS INNER CONFIGURATI	81.00
20007	HOLSTER, BLADE TECH, LEFT, X2, LARGE TMMS INNER CONFIGURATIO	81.00
22000	HANDLE, BLACK, CLASS II, X2	1,085.00
22500	HOLSTER, BLADE TECH, RIGHT, X2	73.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	75.00
22503	HOLSTER, BLADE TECH, LEFT, X2	73.00
22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	75.00

Customer Care Extended Warranty

22014	WARRANTY, 4 YEAR, X2	363.00
22016	WARRANTY, 1 YEAR EXTENDED, X2	234.00
22021	WARRANTY, 2 YEAR, X2	285.00

TASER Assurance Plan (TAP)

85081	TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X2	1,159.00
85049	TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X2	232.00

TASER 60

71056	TASER 60 TCAM BASIC TAP YEAR 1 PAYMENT, X2	675.00
71057	TASER 60 TCAM BASIC TAP YEAR 2 PAYMENT, X2	675.00
71058	TASER 60 TCAM BASIC TAP YEAR 3 PAYMENT, X2	675.00
71059	TASER 60 TCAM BASIC TAP YEAR 4 PAYMENT, X2	675.00
71060	TASER 60 TCAM BASIC TAP YEAR 5 PAYMENT, X2	675.00
74080	TASER 60 BASIC TAP YEAR 1 PAYMENT, X2	473.00
74081	TASER 60 BASIC TAP YEAR 2 PAYMENT, X2	473.00
74082	TASER 60 BASIC TAP YEAR 3 PAYMENT, X2	473.00
74083	TASER 60 BASIC TAP YEAR 4 PAYMENT, X2	473.00
74084	TASER 60 BASIC TAP YEAR 5 PAYMENT, X2	473.00
85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	331.00
85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	331.00
85178	TASER 60 YEAR 3 PAYMENT: X2 BASIC	331.00
85179	TASER 60 YEAR 4 PAYMENT: X2 BASIC	331.00
85180	TASER 60 YEAR 5 PAYMENT: X2 BASIC	331.00

TASER 60 Unlimited

71062	TASER 60 TCAM UNLIMITED TAP YEAR 1 PAYMENT, X2	810.00
71063	TASER 60 TCAM UNLIMITED TAP YEAR 2 PAYMENT, X2	810.00
71064	TASER 60 TCAM UNLIMITED TAP YEAR 3 PAYMENT, X2	810.00
71065	TASER 60 TCAM UNLIMITED TAP YEAR 4 PAYMENT, X2	810.00
71066	TASER 60 TCAM UNLIMITED TAP YEAR 5 PAYMENT, X2	810.00
74086	TASER 60 UNLIMITED TAP YEAR 1 PAYMENT, X2	600.00
74087	TASER 60 UNLIMITED TAP YEAR 2 PAYMENT, X2	600.00
74088	TASER 60 UNLIMITED TAP YEAR 3 PAYMENT, X2	600.00
74089	TASER 60 UNLIMITED TAP YEAR 4 PAYMENT, X2	600.00
74090	TASER 60 UNLIMITED TAP YEAR 5 PAYMENT, X2	600.00
85700	TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	458.00
85701	TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	458.00
85702	TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	458.00
85703	TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	458.00
85704	TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	458.00

Professional Services

11609	SMART WEAPON TRANSITION SERVICE	1,500.00
11610	SMART WEAPON TRANSITION SERVICE, 1 DAY ADD-ON	1,000.00
44724	RE-CERTIFICATION TASER INSTRUCTOR COURSE	225.00
44726	NEW CERTIFICATION TASER INSTRUCTOR COURSE	435.00
75010	MASTER INSTRUCTOR TRAINING	799.00
75011	MASTER INSTRUCTOR TRAINING (1 DAY ADD-ON)	100.00

X2 Cartridges

22150	CARTRIDGE, PERFORMANCE, SMART, 15'	34.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	36.00
22152	CARTRIDGE, PERFORMANCE, SMART, 35'	38.00
22155	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'	49.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	35.00
33112	CARTRIDGE, SMART, INERT; WALLIGATOR CLIP	38.00

X2 Dataport Download Kits

22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	188.00
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X2 T&E Kit

22004	T&E KIT, X2	1,836.00
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TASER CAM HD Recorders

26762	KIT, USB DOWNLOAD, TASER CAM HD	17.00
26763	WARRANTY, 4 YEAR, TASER CAM HD	159.86
26764	REPLACEMENT BATTERY, KIT, TASER CAM HD	59.00
26810	TASER CAM, TCHD	548.96
26814	WARRANTY, 2 YEAR, TCHD	68.93
26820	TASER CAM, AS, TCHD	576.44
26822	POWER, SUPPLY, UNIV, CE, TCHD-X2	13.75
26824	POWER, SUPPLY, UNIV, AU	50.00

TASER CAM HD Assurance Plan

85082	TASER ASSURANCE PLAN UPFRONT PAYMENT, TASERCAM HD	549.02
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TASER 60

85240	TASER 60 YEAR 1 PAYMENT: TASERCAM HD	139.00
85241	TASER 60 YEAR 2 PAYMENT: TASERCAM HD	139.00
85242	TASER 60 YEAR 3 PAYMENT: TASERCAM HD	139.00
85243	TASER 60 YEAR 4 PAYMENT: TASERCAM HD	139.00
85244	TASER 60 YEAR 5 PAYMENT: TASERCAM HD	139.00

TASER Pulse

39059	BATTERY, PACK, TASER PULSE	28.00
39061	TASER PULSE, BLACK	439.00

2018 Other Accessories Pricing**Power Magazines**

11010	XPPM, BATTERY PACK, X26P	73.00
11015	XAPPM, BATTERY PACK, X26P	78.00
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	62.00
22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	75.00
22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	62.00
26700	DPM Battery PK Assembled	42.00
26701	XDPM BATTERY PK ASSEMBLED	48.00
70116	PPM, SIGNAL	96.00

Cartridges

34220	Alr Cartridges - 2 Pack	45.00
37215	C2 CARTRIDGE, 2 PACK, BLACK	51.00
44019	KIT, BLAST DOOR STARTER KIT, CARTRIDGE, X26	167.00
44023	KIT, BLAST DOOR, REPLENISHMENT KIT, CARTRIDGE, X26	15.00
44208	25' CARTRIDGE, 10 PACK	305.00
44209	21' SIMULATION CARTRIDGE, 10 PACK	257.00
44933	CARRIER, CRTRDG, 30050, ONE CARTRIDGE	18.00
44934	CARRIER, CRTRDG, 30046, SINGLE TEKLOK	16.00
44935	CARRIER, CRTRDG, 30028, DOUBLE CARTRIDGE	22.00
44966	CARTRIDGE HOLDER, X26	30.00
98100	Cartridge, Simulator	12.00

Laser Pointers

26901	LASER POINTER X26E CUST. PROGRAM, RED	105.00
26904	LASER POINTER X26E CUST. PROGRAM, YELLOW	105.00
26912	LASER POINTER X26E CUST. PROGRAM, BLUE	106.00

Strikelight

38000	STUN, FLASHLIGHT, STRIKELIGHT	137.00
38002	BATTERY, CHARGER, STRIKELIGHT	15.00

HOGUE HANDALL Grips

22018	GRIP, CEW, HOGUE, PACKAGED	18.00
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Accessories

44583	PATCHES, PROTECT LIFE	2.00
80100	CUSTOMER CARE, LASER, ENGRAVING	8.00
85000	Alligator Clip (Assembled)	53.00
85002	Taser Cleaning Kit	71.00
11557	TACTICAL HOLSTER PLATFORM, Y-HARNES, WITH HARDWARE	50.50

Officer Safety Plan

85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	20.00
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Unlimited Cartridge ("UCP") Plan

85756	UCP UPFRONT PAYMENT - NO PPM STANDARD UNLIMITED	572.00
85757	UCP UPFRONT PAYMENT - NO PPM SMART UNLIMITED	572.00
88118	UCP STANDARD UPFRONT PAYMENT	636.00
88119	UCP SMART UPFRONT PAYMENT	636.00
80141	UCP STANDARD - TRUE UP PAYMENT	19.00
80142	UCP SMART - TRUE UP PAYMENT	19.00
85743	UCP YEAR 1 PAYMENT: NO PPM STD UNLIMITED	115.00
85744	UCP YEAR 2 PAYMENT: NO PPM STD UNLIMITED	115.00
85745	UCP YEAR 3 PAYMENT: NO PPM STD UNLIMITED	115.00
85746	UCP YEAR 4 PAYMENT: NO PPM STD UNLIMITED	115.00
85747	UCP YEAR 5 PAYMENT: NO PPM STD UNLIMITED	115.00
85748	UCP YEAR 1 PAYMENT: NO PPM SMART UNLIMITED	115.00
85749	UCP YEAR 2 PAYMENT: NO PPM SMART UNLIMITED	115.00
85750	UCP YEAR 3 PAYMENT: NO PPM SMART UNLIMITED	115.00
85751	UCP YEAR 4 PAYMENT: NO PPM SMART UNLIMITED	115.00
85752	UCP YEAR 5 PAYMENT: NO PPM SMART UNLIMITED	115.00
88130	UCP STANDARD - YEAR 1 PAYMENT	128.00
88131	UCP STANDARD - YEAR 2 PAYMENT	128.00
88132	UCP STANDARD - YEAR 3 PAYMENT	128.00
88133	UCP STANDARD - YEAR 4 PAYMENT	128.00
88134	UCP STANDARD - YEAR 5 PAYMENT	128.00
88135	UCP SMART - YEAR 1 PAYMENT	128.00
88136	UCP SMART - YEAR 2 PAYMENT	128.00
88137	UCP SMART - YEAR 3 PAYMENT	128.00
88138	UCP SMART - YEAR 4 PAYMENT	128.00
88139	UCP SMART - YEAR 5 PAYMENT	128.00

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Pricing is subject to annual manufacturing escalation by Vendor.”

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about October 28, 2015 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AUTHORITY:



Date 6/11/18

BY: Teila Leighton
ITS: Contract Manager

AXON ENTERPRISE, INC.:



Date 6/8/18

BY: Robert Driscoll
ITS: VP, Sales operations

Third Amendment to Law Enforcement Equipment Master Price Agreement

Price List & Product Adjustment

This Amendment to the Master Price Agreement is effective this 14th day of March, 2019 by the PUBLIC PROCUREMENT AUTHORITY ("Purchaser") and Axon Enterprise, Inc. ("Vendor") based upon the sales and/or service of Law Enforcement Equipment.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement on or about October 28, 2015 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into an Amendment to the Master Price Agreement on or about September 7, 2017; and

WHEREAS, Purchaser and Vendor entered into a Second Amendment to the Master Price Agreement on or about June 11, 2018; and

WHEREAS, Article 4.1 of the Master Price Agreement provides for price adjustments based on manufacturer cost increases; and

WHEREAS, Vendor has provided notice of pricing adjustment due to manufacturer cost increases on or about March 8, 2019; and

WHEREAS, Professional Services, Conducted Electrical Weapons, Holsters and other related accessories and services are available through the Master Price Agreement; and

WHEREAS, new Professional Services, Conducted Electrical Weapons, Holsters and other related accessories and services have become available; and

WHEREAS, select products and services on the Master Price Agreement have become obsolete; and

WHEREAS, Vendor has provided notice on or about March 30, 2018 to include the new products and services at comparable pricing to the products and services already included in the Master Price Agreement and to remove obsolete products and services; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the pricing and product adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

**AMENDMENT TO LAW ENFORCEMENT EQUIPMENT
MASTER PRICE AGREEMENT**

1. **Adjustment to Pricing and Product Line on Law Enforcement Equipment.** Attachment A to the Master Price Agreement shall be amended in its entirety to read as follows:

“ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

2018 TASER X26P CEW Law Enforcement Pricing	2019 Pricing
X26P Conducted Electrical Weapons (CEW Only without Power Magazine, choose one)	
11000 HANDLE, BLACK, CLASS II, X26P	1,065.00
11001 HANDLE, YELLOW, CLASS II, X26P	1,065.00
11002 HANDLE, BLACK, CLASS III, X26P	1,065.00
11003 HANDLE, YELLOW, CLASS III, X26P	1,065.00
11009 HANDLE, GREEN, CLASS III, X26P	1,065.00
11021 X26P BLACK, CLASS III LASER, KOREA	1,065.00
11023 HANDLE, BLUE, DEMO/LASER POINTER, X26P	145.00
11026 HANDLE, BLUE, SIMULATOR, X26P	670.00
X26P Holsters	
11500 HOLSTER, BLADE TECH, RIGHT, X26P	64.00
11501 HOLSTER, BLACKHAWK, RIGHT, X26P	64.00
11503 HOLSTER, BLADE TECH, LEFT, X26P	64.00
11504 HOLSTER, BLACKHAWK, LEFT, X26P	64.00
Customer Care Extended Warranty	
11004 WARRANTY, 4 YEAR, X26P	331.00
11008 WARRANTY, 2 YEAR, X26P	153.00
11017 WARRANTY, 1 YEAR EXTENDED, X26P	119.00
Taser Assurance Plan (TAP)	
85084 TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X26P	1,088.00
85059 TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P	218.00
TASER 60	
85181 TASER 60 YEAR 1 PAYMENT: X26P BASIC	291.00
85182 TASER 60 YEAR 2 PAYMENT: X26P BASIC	291.00
85183 TASER 60 YEAR 3 PAYMENT: X26P BASIC	291.00
85184 TASER 60 YEAR 4 PAYMENT: X26P BASIC	291.00
85185 TASER 60 YEAR 5 PAYMENT: X26P BASIC	291.00
TASER 60 Unlimited	
85705 TASER 60 YEAR 1 PAYMENT: X26P UNLIMITED	445.00
85706 TASER 60 YEAR 2 PAYMENT: X26P UNLIMITED	445.00
85707 TASER 60 YEAR 3 PAYMENT: X26P UNLIMITED	445.00
85708 TASER 60 YEAR 4 PAYMENT: X26P UNLIMITED	445.00
85709 TASER 60 YEAR 5 PAYMENT: X26P UNLIMITED	445.00
Professional Services	
85147 CEW STARTER	2,750.00
85149 CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	4,350.00
85150 CEW ADD-ON SERVICES	2,080.00
85168 CEW FULL SERVICE WITH INSTRUCTOR TRAINING	17,000.00
85169 TWO-DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	8,424.00
X26P Dataport Download Kits	
22013 KIT, DATAPORT DOWNLOAD, USB, X2/X26P	200.00
Training Equipment	
44415 APPAREL, SIM SUIT, HELMET, BLACK	110.00
44416 APPAREL, SIM SUIT, GLOVES, SET, BLACK	62.00
44550 SUIT, SIM, MODEL II	675.00
80002 TARGET, PAPER, CONDUCTIVE INK, CIVILIAN	10.00
80004 TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	33.00
X26P Cartridges	
34200 Cartridge - 15'	27.00
44200 Cartridge - 21'	29.00
44203 CARTRIDGE - 25' HYBRID	33.00
44205 Cartridge - Simulation	28.00
X26P T&E Kit	
11007 T&E KIT, X26P	Variable
2018 TASER X26 Accessories Law Enforcement Pricing	
X26 Holsters	
44952 Holster - Blade Tech w/Tek-Lok	43.00
44953 Holster, BladeTech (Left)	43.00
44972 HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B	43.00
44973 HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B	43.00
26802 ZACH-Dual Cartridge Holster	25.00
33212 BELTCLIP, UNIVERSAL, TEK-LOK	9.50
Dataport Download Kit	
26500 X26 Dataport Kit	196.00
2018 TASER X2 CEW Law Enforcement Pricing	
X2 Conducted Electrical Weapons (Handle Only without Power Magazine, choose one)	
22001 HANDLE, YELLOW, CLASS II, X2	1,220.00
22002 HANDLE, BLACK, CLASS III, X2	1,220.00
22003 HANDLE, YELLOW, CLASS III, X2	1,220.00
22023 HANDLE, BLUE, DEMO/LASER POINTER, X2	195.00
22026 HANDLE, BLUE, SIMULATOR, X2	815.00
X2 Holsters	
20006 HOLSTER, BLADE TECH, RIGHT, X2, LARGE TMMS INNER CONFIGURATI	85.00
20007 HOLSTER, BLADE TECH, LEFT, X2, LARGE TMMS INNER CONFIGURATIO	85.00
22000 HANDLE, BLACK, CLASS II, X2	1,220.00

	22500 HOLSTER, BLADE TECH, RIGHT, X2	76.00
	22501 HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	78.00
	22503 HOLSTER, BLADE TECH, LEFT, X2	76.00
	22504 HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	78.00
Customer Care Extended Warranty		
	22014 WARRANTY, 4 YEAR, X2	378.00
	22016 WARRANTY, 1 YEAR EXTENDED, X2	244.00
	22021 WARRANTY, 2 YEAR, X2	297.00
TASER Assurance Plan (TAP)		
	85081 TASER ASSURANCE PLAN CEW UPFRONT PAYMENT, X2	1,205.00
	85049 TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X2	241.00
TASER 60		
	85176 TASER 60 YEAR 1 PAYMENT: X2 BASIC	345.00
	85177 TASER 60 YEAR 2 PAYMENT: X2 BASIC	345.00
	85178 TASER 60 YEAR 3 PAYMENT: X2 BASIC	345.00
	85179 TASER 60 YEAR 4 PAYMENT: X2 BASIC	345.00
	85180 TASER 60 YEAR 5 PAYMENT: X2 BASIC	345.00
TASER 60 Unlimited		
	85700 TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	510.00
	85701 TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	510.00
	85702 TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	510.00
	85703 TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	510.00
	85704 TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	510.00
Professional Services		
	11609 SMART WEAPON TRANSITION SERVICE	2,000.00
	44726 NEW CERTIFICATION TASER INSTRUCTOR COURSE	338.00
	75010 MASTER INSTRUCTOR TRAINING	1,495.00
X2 Cartridges		
	22150 CARTRIDGE, PERFORMANCE, SMART, 15'	36.00
	22151 CARTRIDGE, PERFORMANCE, SMART, 25'	38.00
	22155 CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25'	50.00
	22157 CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	37.00
X2 Dataport Download Kits		
	22013 KIT, DATAPORT DOWNLOAD, USB, X2/X26P	200.00
X2 T&E Kit		
	22004 T&E KIT, X2	Variable
TASER CAM HD Recorders		
	26762 KIT, USB DOWNLOAD, TASER CAM HD	18.00
	26763 WARRANTY, 4 YEAR, TASER CAM HD	150.00
	26764 REPLACEMENT BATTERY, KIT, TASER CAM HD	62.00
	26810 TASER CAM, TCHD	570.00
	26814 WARRANTY, 2 YEAR, TCHD	90.00
	26820 TASER CAM, AS, TCHD	600.00
	26822 POWER, SUPPLY, UNIV, CE, TCHD-X2	15.00
TASER CAM HD Assurance Plan		
	85082 TASER ASSURANCE PLAN UPFRONT PAYMENT, TASERCAM HD	766.00
TASER 60		
	85240 TASER 60 YEAR 1 PAYMENT: TASERCAM HD	160.00
	85241 TASER 60 YEAR 2 PAYMENT: TASERCAM HD	160.00
	85242 TASER 60 YEAR 3 PAYMENT: TASERCAM HD	160.00
	85243 TASER 60 YEAR 4 PAYMENT: TASERCAM HD	160.00
	85244 TASER 60 YEAR 5 PAYMENT: TASERCAM HD	160.00
TASER Pulse		
2018 Other Accessories Pricing		
Power Magazines		
	11010 XPPM, BATTERY PACK, X26P	76.00
	11015 XAPPM, BATTERY PACK, X26P	82.00
	22010 PPM, BATTERY PACK, STANDARD, X2/X26P	65.00
	22011 APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	78.00
	22012 TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P	65.00
	26700 DPM Battery PK Assembled	44.00
	26701 XDPM BATTERY PK ASSEMBLED	50.00
Cartridges		
	34220 Air Cartridges - 2 Pack	47.00
	44019 KIT, BLAST DOOR STARTER KIT, CARTRIDGE, X26	174.00
	44023 KIT, BLAST DOOR, REPLENISHMENT KIT, CARTRIDGE, X26	16.00
	44966 CARTRIDGE HOLDER, X26	32.00
	98100 Cartridge, Simulator	12.50
Laser Pointers		
Strikelight		
HOGUE HANDALL Grips		
	22018 GRIP, CEW, HOGUE, PACKAGED	19.00
Accessories		
	80100 CUSTOMER CARE, LASER, ENGRAVING	10.00
	85000 Alligator Clip (Assembled)	55.00
	85002 Taser Cleaning Kit	75.00
Officer Safety Plan		

	85115 OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	20.00
<i>Unlimited Cartridge ("UCP") Plan</i>		
<i>Internal Processing Lines--Not Independently Sold</i>		
Product Code	Product	2019 Pricing
	20104 TASER 7 TRADE-IN UPFRONT PURCHASE	-
	20105 TASER 7 TRADE-IN OSP	-
	20106 TASER 7 TRADE-IN TASER 60 BASIC	-
	20107 TASER 7 TRADE-IN TASER 60 UNLIMITED	-
	20109 TASER 7 TRADE-IN TASER 60 UNLIMITED TAP	-
	20110 TASER 7 TRADE-IN TASER 60 TCAM BASIC TAP	-
	20111 TASER 7 TRADE-IN TASER 60 TCAM UNLIMITED TAP	-
	20112 TASER 7 TRADE-IN CREDIT REVERSAL	-
	20140 TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	-
	20141 TASER 7 EVIDENCE.COM LICENSE	-
	20142 TASER 7 BASIC PLAN	-
	20143 TASER 7 BASIC PLUS HANDLE PLAN	-
	20144 TASER 7 CERTIFICATION PLAN	-
	20145 TASER 7 CERTIFICATION PLAN ADD-ON PLAN	-
	20146 TASER 7 ONLINE TRAINING CONTENT ACCESS	-
	20147 AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	-
	20148 TASER 7 TRADE-IN CEW TAP	-
	20150 TASER 7 TRADE-IN CARTRIDGE	-
	20151 CEW TASER ASSURANCE PLAN REFUND	-
	71027 SIGNAL SIDEARM, RH HOLSTER, 0804-R	-
	71028 SIGNAL SIDEARM, LH HOLSTER, 0804-L	-
	71029 SIGNAL SIDEARM, HARDWARE PACK A	-
	71030 SIGNAL SIDEARM, HARDWARE PACK B	-
	71031 SIGNAL SIDEARM, HARDWARE PACK C	-
	71032 SIGNAL SIDEARM, HARDWARE PACK D	-
	71033 SIGNAL SIDEARM, HARDWARE PACK E	-
	71034 SIGNAL SIDEARM, HARDWARE PACK F	-
	71035 SIGNAL SIDEARM, HARDWARE PACK G	-
	71036 SIGNAL SIDEARM, HARDWARE PACK H	-
	71044 BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	-
	71051 TASER 60 TCAM BASIC TAP, X2	-
	71052 TASER 60 TCAM UNLIMITED TAP, X2	-
	71053 TASER 60 TCAM BASIC TAP, X26P	-
	71054 TASER 60 TCAM UNLIMITED TAP, X26P	-
	74075 TASER 60 BASIC TAP, X2	-
	74076 TASER 60 UNLIMITED TAP, X2	-
	74077 TASER 60 BASIC TAP, X26P	-
	74078 TASER 60 UNLIMITED TAP, X26P	-
	75001 SIGNAL SIDEARM ADHESIVE MOUNT REMOVAL KIT	-
	80089 TARGET, CONDUCTIVE HALT HYBRID, TASER 7	-
	80137 TASER 60 X2 UNLIMITED	-
	80138 TASER 60 X26P UNLIMITED	-
	85047 TASER ASSURANCE PLAN CEW, X2	-
	85051 TASER ASSURANCE PLAN TASERCAM HD	-
	85058 TASER ASSURANCE PLAN CEW, X26P	-
	85174 TASER 60 X26P	-
	85175 TASER 60 X2	-
	85250 TASER 60 TASERCAM HD	-
<i>Signal Sidearm</i>		
	75000 SIGNAL SIDEARM ADHESIVE MOUNT	249.00
	75003 SIGNAL SIDEARM, RH HOLSTER, 0794-R	249.00
	75004 SIGNAL SIDEARM, LH HOLSTER, 0794-L	249.00
	75007 SIGNAL SIDEARM, RH HOLSTER, 0803-R	249.00
	75008 SIGNAL SIDEARM, LH HOLSTER, 0803-L	249.00
	75014 SIGNAL SIDEARM, INSTALLATION SERVICE	2,500.00
<i>TASER 7</i>		
	20008 TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	1,720.00
	20010 TASER 7 HANDLE, STANDARD, CLASS III	1,720.00
	20012 TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	38.00
	20013 TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	38.00
	20014 TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	38.00
	20015 TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	38.00
	20016 TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	49.00
	20017 TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	49.00
	20018 TASER 7 BATTERY PACK, TACTICAL	86.00
	20019 TASER 7 BATTERY PACK, COMPACT	86.00
	20040 TASER 7 HANDLE WARRANTY, 4-YEAR	300.00
	20041 TASER 7 BATTERY PACK WARRANTY, 4-YEAR	18.00
	20042 TASER 7 DOCK & CORE WARRANTY, 4-YEAR	300.00
	20050 HOOK-AND-LOOP TRAINING (HALT) SUIT	750.00

20059	TASER 7 CARTRIDGE CARRIER, SAFARILAND	22.50
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	67.50
20068	TASER 7 HOLSTER - SAFARILAND, LEFT HAND	67.50
20070	TASER 7 E.COM YEAR 1 PAYMENT	60.00
20071	TASER 7 E.COM YEAR 2 PAYMENT	60.00
20072	TASER 7 E.COM YEAR 3 PAYMENT	60.00
20073	TASER 7 E.COM YEAR 4 PAYMENT	60.00
20074	TASER 7 E.COM YEAR 5 PAYMENT	60.00
20075	TASER 7 E.COM 5 YEAR UPFRONT PAYMENT	300.00
20076	TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 1 PAYMENT	117.00
20077	TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 2 PAYMENT	117.00
20078	TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 3 PAYMENT	117.00
20079	TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 4 PAYMENT	117.00
20080	TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR 5 PAYMENT	117.00
20081	TASER 7 BASIC - UPFRONT + SUBSCRIPTION PLAN YEAR UPFRONT PAY	585.00
20082	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 1 PAYMENT	480.00
20083	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 2 PAYMENT	480.00
20084	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 3 PAYMENT	480.00
20085	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 4 PAYMENT	480.00
20086	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR 5 PAYMENT	480.00
20087	TASER 7 BASIC - SUBSCRIPTION PLAN YEAR UPFRONT PAYMENT	2,400.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	720.00
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	720.00
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	720.00
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	720.00
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	720.00
20093	TASER 7 CERTIFICATION PLAN UPFRONT PAYMENT	3,600.00
20094	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 1 PAYMENT	240.00
20095	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 2 PAYMENT	240.00
20096	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 3 PAYMENT	240.00
20097	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 4 PAYMENT	240.00
20098	TASER 7 CERTIFICATION PLAN ADD-ON YEAR 5 PAYMENT	240.00
20099	TASER 7 CERTIFICATION PLAN ADD-ON UPFRONT PAYMENT	1,200.00
20113	TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 1 PAYMENT	30.00
20114	TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 2 PAYMENT	30.00
20115	TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 3 PAYMENT	30.00
20116	TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 4 PAYMENT	30.00
20117	TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM YEAR 5 PAYMENT	30.00
20118	TASER 7 UNLIMITED DUTY CARTRIDGE PROGRAM UPFRONT PAYMENT	150.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1,495.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	495.00
20121	TASER 7 ONLINE TRAINING CONTENT YEAR 1 PAYMENT	30.00
20122	TASER 7 ONLINE TRAINING CONTENT YEAR 2 PAYMENT	30.00
20123	TASER 7 ONLINE TRAINING CONTENT YEAR 3 PAYMENT	30.00
20124	TASER 7 ONLINE TRAINING CONTENT YEAR 4 PAYMENT	30.00
20125	TASER 7 ONLINE TRAINING CONTENT YEAR 5 PAYMENT	30.00
20126	TASER 7 ONLINE TRAINING CONTENT UPFRONT PAYMENT	150.00
20127	TASER 7 OCULUS TRAINING CONTENT YEAR 1 PAYMENT	30.00
20128	TASER 7 OCULUS TRAINING CONTENT YEAR 2 PAYMENT	30.00
20129	TASER 7 OCULUS TRAINING CONTENT YEAR 3 PAYMENT	30.00
20130	TASER 7 OCULUS TRAINING CONTENT YEAR 4 PAYMENT	30.00
20131	TASER 7 OCULUS TRAINING CONTENT YEAR 5 PAYMENT	30.00
20132	TASER 7 OCULUS TRAINING CONTENT UPFRONT PAYMENT	150.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	300.00
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	80.00
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	80.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	42.00
73630	TASER 7 CERTIFICATION PLAN TRUE UP	53.00
73631	TASER 7 BASIC PLUS HANDLE TRUE UP	423.00
73632	TASER 7 BASIC TRUE UP	6.00
73635	OSP 7 PLUS TRUE UP	67.00
74200	DOCK AND CORE, TASER 7	1,500.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	150.00
80088	TARGET, T&E KIT, TASER 7	150.00
71019	NORTH AMERICA POWER CORD	10.00
Training		
44729	CEW INSTRUCTOR	495.00
Holsters		
22502	HOLSTER, SAFARILAND, STX BASKETWEAVE, RIGHT, X2	95.00
22505	HOLSTER, SAFARILAND, STX BASKETWEAVE, LEFT, X2	95.00
22507	HOLSTER, SAFARILAND, STX SAFARISEVEN, RIGHT, X2	95.00
22508	HOLSTER, SAFARILAND, STX SAFARISEVEN, LEFT, X2	95.00
11502	HOLSTER, SAFARILAND, BASKETWEAVE, RIGHT, X26P	92.00
11505	HOLSTER, SAFARILAND, BASKETWEAVE, LEFT, X26P	92.00
22510	HOLSTER, SAFARILAND, SAFARISEVEN, RIGHT, X26P	92.00
22511	HOLSTER, SAFARILAND, SAFARISEVEN, LEFT, X26P	92.00

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement. Pricing is subject to annual manufacturing escalation by Vendor.”

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about October 28, 2015 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

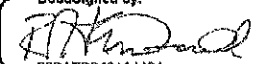
PUBLIC PROCUREMENT AUTHORITY:



Date 03/14/2019

BY: Teila Leighton
ITS: Contract Manager

AXON ENTERPRISE, INC.:

DocuSigned by:

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3/13/2019 | 5:04 PM MST

Date _____

BY: Robert Driscoll
ITS: VP, Associate General Counsel



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

SHIP TO

Jennifer Bell
Santa Rosa Police Dept. - CA
965 Sonoma Avenue
Santa Rosa, CA 95404
US

BILL TO

Santa Rosa Police Dept. - CA
965 Sonoma Avenue
Santa Rosa, CA 95404
US

SALES REPRESENTATIVE

Kevin Knudsen
Phone: 480-905-2061
Email: kknudsen@taser.com
Fax: 480-378-6269

PRIMARY CONTACT

Jennifer Bell
Phone: (707) 543-3563
Email: jbell@srcity.org

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	180	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	180	0.00	0.00	0.00
Hardware					
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	6	49.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	6	49.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	1	1,500.00	0.00	0.00
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	180	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	180	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	2	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	360	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	360	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	360	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	360	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	360	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	360	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20018	TASER 7 BATTERY PACK, TACTICAL	216	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	216	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	180	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	2	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	24	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	24	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	0.00	0.00	0.00
Other					
20144	TASER 7 CERTIFICATION PLAN	180	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	180	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20088	TASER 7 CERTIFICATION PLAN YEAR 1 PAYMENT	180	720.00	517.00	93,060.00
				Subtotal	93,060.00
				Estimated Shipping	0.00
				Estimated Tax	8,375.40
				Total	101,435.40

Year 1 - Trade-In

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	180	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	6	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	6	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	360	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	360	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	360	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	360	0.00	0.00	0.00
Other					
20089	TASER 7 CERTIFICATION PLAN YEAR 2 PAYMENT	180	720.00	720.00	129,600.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
				Subtotal	129,600.00
				Estimated Tax	11,664.00
				Total	141,264.00

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	360	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	360	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	360	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	360	0.00	0.00	0.00
Other					
20090	TASER 7 CERTIFICATION PLAN YEAR 3 PAYMENT	180	720.00	720.00	129,600.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
Subtotal					129,600.00
Estimated Tax					11,664.00
Total					141,264.00

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	360	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	360	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	360	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	360	0.00	0.00	0.00
Other					
20091	TASER 7 CERTIFICATION PLAN YEAR 4 PAYMENT	180	720.00	720.00	129,600.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
Subtotal					129,600.00
Estimated Tax					11,664.00
Total					141,264.00

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	360	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	360	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	360	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	360	0.00	0.00	0.00
Other					
20092	TASER 7 CERTIFICATION PLAN YEAR 5 PAYMENT	180	720.00	720.00	129,600.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
				Subtotal	129,600.00
				Estimated Tax	11,664.00
				Total	141,264.00

Grand Total	666,491.40
--------------------	-------------------

Discounts (USD)

Quote Expiration: 08/30/2019

List Amount	650,088.00
Discounts	38,628.00
Total	611,460.00

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	101,435.40
Year 1 - Trade-In	0.00
Spares	0.00
Year 2	141,264.00
Year 3	141,264.00
Year 4	141,264.00
Year 5	141,264.00
Grand Total	666,491.40

Notes

The parties agree that Axon is granting a credit of \$34,537.50 (applied to Year 1 Payment) for trade-in of CEW hardware. This credit is based on a ship date range of 7/16/2019-7/31/2019, resulting in a 8/15/2019 contract start date. Any change in this ship date and resulting contract start date will result in modification of this credit value which may result in additional fees due to or from Axon.

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

Axon's Sales Terms and Conditions

This Quote is governed by the attached National Procurement Partners agreements. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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

Please sign and email to Kevin Knudsen at kknudsen@taser.com or fax to 480-378-6269

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

Quote: Q-194074-43662.724KK

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IMPORTANT

Customer certifies that all Products will be removed from service to be destroyed and/or rendered permanently nonfunctional. Products must not be resold or redistributed. Destruction of Products should be performed according to Customer's policy. Axon is not responsible for Product warranty or any liability related to Products certified as destroyed, and reserves the right to require verification that destruction has been performed.

The undersigned represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Certificate of Destruction on behalf of the Agency.

Santa Rosa Police Dept. - CA

Product(s) to be Destroyed

Quantity

Signature

Date

Name (Print)

Title

Return this signed form, and your purchase order/quote (if applicable) to your sales representative and our returned materials authorization department at rma@axon.com.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C. No., Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER'S AFFORDING COVERAGE NAIC #	
	INSURER A: Endurance American Specialty Ins Co. 41718	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

APPROVED AS TO FORM
CITY ATTORNEY

BY

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570073482346 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-Technology		PRO10013803300 Cyber Liab & Tech E&O SIR applies per policy terms & conditions	09/30/2018	09/30/2019	Ntwrk Security/Private Professional Service Self-Insd Retention \$5,000,000 \$5,000,000 \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)

Previously approved by Risk 9/25/18

CERTIFICATE HOLDER City of Santa Rosa 635 First Street, 2nd Floor Santa Rosa CA 95404 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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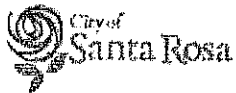
Certificate No : 570073482346

Lorence, Pamela

From: Kurihara, Dominique
Sent: Wednesday, April 25, 2018 1:16 PM
To: Lorence, Pamela
Cc: Salomon, Patricia
Subject: RE: Axon approval for SIR

Approved SIR of 5 million

Dominique Kurihara | Risk Manager
Human Resources Department | Risk Management Division
635 First Street | Second Floor | Santa Rosa, CA 95404
Tel. (707) 543-4656 | Fax (707) 543-3064 | dkurihara@srcity.org



From: Lorence, Pamela
Sent: Monday, April 23, 2018 9:05 AM
To: Kurihara, Dominique <DKurihara@srcity.org>
Cc: Salomon, Patricia <PSalomon@srcity.org>
Subject: Axon approval for SIR

Hi Dominique,
Axon Enterprise is Self-Insured for commercial liability, with a \$5 million retention (link below to their financials). The department purchases body-worn cameras and docking stations from them.
Can you please let me know if you approve this? Thank you-

Pam
Pam Lorence | Admin Analyst
Santa Rosa Police Department
965 Sonoma Avenue | Santa Rosa, CA 95404
Tel. (707) 543-3577 | Fax | (707)543-3588



From: Jessica Duncan [<mailto:jduncan@axon.com>]
Sent: Thursday, April 19, 2018 9:10 AM
To: Lorence, Pamela <PLorence@srcity.org>
Subject: Re: Axon Body II Camera Dock-Santa Rosa Purchase

Hi Pamela,



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/04/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER A: Hartford Fire Insurance Company	9682
	INSURER B: Twin City Fire Insurance Company	29459
	INSURER C: CITY ATTORNEY	
	INSURER D: BY	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570073476826** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			59 UEN FN6060	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59WEAC056D	09/27/2018	09/27/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the auto liability and workers compensation policies.

CERTIFICATE HOLDER	CANCELLATION
City of Santa Rosa 635 First Street, 2nd Floor Santa Rosa CA 95404 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

Holder Identifier :

Certificate No : 570073476826

COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. - "CANCELLATION" - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

- (1) The agreement requires you to provide direct primary insurance for the lessor; and
- (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

Under Paragraph D. - DEDUCTIBLE -- of SECTION III -- PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D. - DEDUCTIBLE -- of SECTION III -- PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "Insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. -- CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV -- BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV -- BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO - COVERAGE TERRITORY

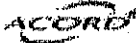
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV -- BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V -- DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions, or be endorsed, if SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 1531 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CERTIFICATE NUMBER 02E591645	PHONE (AZ, HI, IL, IN, MD, MI, MN, NY, OH, RI, VA, WI, WV) (602) 293-9123	FAX (AZ, HI, IL, IN, MD, MI, MN, NY, OH, RI, VA, WI, WV) (602) 161-0311
	INSURER(S) AFFORDING COVERAGE		
INSURED Axon Enterprise, Inc. 17800 N. 26th Street Scottsdale AZ 85255 USA	INSURER A: Lovin	APPROVED AS TO FORM CITY ATTORNEY BY	
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 07000050902 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

CLASS	TYPE OF INSURANCE	CLASS CODE	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCURR <input checked="" type="checkbox"/> Claims Made Policy for SOO Total Only <input checked="" type="checkbox"/> Occurrence Policy for Non-SOO CGL AGGREGATE LIMIT: \$10,000,000 PER POLICY <input type="checkbox"/> PROD <input type="checkbox"/> SECT <input type="checkbox"/> LOG OTHER:		02E591645 GL - Claims Made SIR applies per policy terms & conditions 039102365 GL - Occurrence SIR applies per policy terms & conditions	12/15/2017	12/15/2018	EACH OCCURRENCE \$10,000,000 DEDUCTIBLE PER POLICY EXCLUDED RETENTION PER OCCURRENCE EXCLUDED WHO EMP (Any one person) EXCLUDED PERSONAL & ADJUTANT EXCLUDED GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROMISE \$10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED <input type="checkbox"/> EXCLUDED <input type="checkbox"/> AUTO ONLY <input type="checkbox"/> AUTOS <input type="checkbox"/> NON-OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> OTHER <input type="checkbox"/> AUTOS ONLY					SOLENESS SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per occurrence)
	<input type="checkbox"/> UMBRELLA/LIB <input type="checkbox"/> OCURR <input type="checkbox"/> EXCESS LIB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> ANY EMPLOYER / BUSINESS / ETC. INC <input type="checkbox"/> Y/N <input type="checkbox"/> DISMEMBERMENT / DEATH BENEFIT <input type="checkbox"/> INSURANCE BY WH <input type="checkbox"/> LOSS OF EARNINGS <input type="checkbox"/> DEPRECIATION OF OPERATIONS - BROW		N/A			<input type="checkbox"/> PER <input type="checkbox"/> OTH <input type="checkbox"/> E.L. EXCESS/AGGREGATE <input type="checkbox"/> E.L. DISEASE-EX EMPLOYEES <input type="checkbox"/> E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES (ACORD 101, Additional Remarks, Attachment, may be attached if more space is required)
The General Liability Occurrence policy and the Claims Made policy share the limit. The City of Santa Rosa, its officers, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER City of Santa Rosa 100 Santa Rosa Avenue Santa Rosa CA 95404 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Certificate No. : 07000050902

ENDORSEMENT

This endorsement, effective 12:01 AM 12/15/2017

Forms a part of policy no.: 021391643

Issued to: AXON ENTERPRISE, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

- A. Section II - Who Is An Insured is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii Supervisory, inspection, architectural or engineering activities.
 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.

C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A, BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.

D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.



Authorized Representative OR
Countersignature (In states where applicable)