

<b>CONDUCTED ELECTRICAL WEAPONS 2019</b> <b>3-19-2019</b>		<b>AXON ENTERPRISE INC</b>
		17800 N 85TH ST SCOTTSDALE AZ 85255
<b>ITEM 1</b>		
<b>TASER BRAND X2 2 SHOT DUAL LASER (EACH)</b>		\$1,220.00
<b>ITEM 2</b>		
<b>X2 HOLSTERS</b>		
<b>RIGHT HAND, BLACKHAWK, ITEM # 22501 (EACH)</b>		\$63.00
<b>LEFT HAND, BLACKHAWK, ITEM # 22504 (EACH)</b>		\$63.00
<b>ITEM 3</b>		
<b>X2 POWER MAGAZINES</b>		
<b>PERFORMANCE POWER MAGAZINE (PPM), ITEM # 22010 (EACH)</b>		\$65.00
<b>TACTICAL PERFORMANCE POWER MAGAZINE (TPPM) # 22012 (EACH)</b>		\$65.00
<b>EXTENDED AUTOMATIC SHUT-DOWN POWER MAGAZINE (XAPPM) ITEM # 22011 (EACH)</b>		\$78.00
<b>ITEM 4</b>		
<b>SMART CARTRIDGES</b>		
<b>15' LIVE SMART CARTRIDGE ITEM # 22150 (EACH)</b>		\$36.00
<b>25' LIVE SMART CARTRIDGE ITEM # 22151 (EACH)</b>		\$38.00
<b>35' LIVE SMART CARTRIDGE ITEM # 22152 (EACH)</b>		N/A
<b>INERT STIMULATOR 25' SMART CARTRIDGE ITEM # 22155 (EACH)</b>		
<b>25' TRAINING SMART CARTRIDGE ITEM # 22157 (EACH)</b>		\$37.00
<b>ALLIGATOR CLIP SMART CARTRIDGE ITEM # 33112 (EACH)</b>		N/A

<b>CONDUCTED ELECTRICAL WEAPONS 2019</b> <b>3-19-2019</b>		<b>AXON ENTERPRISE INC</b>  <b>17800 N 85TH ST</b> <b>SCOTTSDALE AZ 85255</b>
<b>ITEM 5</b>		
<b>KIT, DATA PORT DOWNLOAD KITS (EACH)</b>		\$200.00
<b>PROFESSIONAL SERVICES</b>		
<b>CEW STARTER PACKAGE ITEM # 85147 (EACH)</b>		\$2,500.00
<b>CEW ADD ON SERVICES WITH INSTRUCTOR TRAINING ITEM # 85168 (EACH)</b>		\$1,500.00
<b>FOUR YEAR FINANCE PLAN</b>		
<b>UNIT PRICE YEAR 1</b>		\$21,563.00
<b>UNIT PRICE YEAR 2</b>		\$21,563.00
<b>UNIT PRICE YEAR 3</b>		\$21,563.00
<b>UNIT PRICE YEAR 4</b>		\$21,563.00
<b>REQUIRED DOCUMENTS</b>		
NOTARIZED WORK AFFIDAVIT COMPLETED		Y
E-VERIFICATION DOCUMENTATION (Y/N):		N
COPY OF INSURANCE PROVIDED		Y
TAX RECEIPTS OR NOTARIZED LETTER STATING NO REAL OR PERSONAL PROPERTY OWNED IN JEFFERSON COUNTY		N
COOPERATIVE BID FORM (Y/N)		Y
COOPERATIVE CONTACT INFO:		Y
COMPANY INFORMATION AND SIGNATURE		Y
BID DEPOSIT REQUIRED		N/A
<b>COMMENTS:</b>		SEE ATTACHED

**ORIGINAL**

**JEFFERSON COUNTY**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
729 MAPLE ST / PO BOX 100  
HILLSBORO MO 63050  
[WWW.JEFFCOMO.ORG](http://WWW.JEFFCOMO.ORG)

**BID #:** 19-0022

**Request for Proposal: CONDUCTED ELECTRICAL WEAPONS 2019 Date Issued: 2-13-2019**

PROPOSALS SHALL BE ACCEPTED UNTIL: TUESDAY, MARCH 19, 2019, AT 2:00 P.M. LOCAL TIME.

**Specification Contact:**  
**L.T. COL. TIM WHITNEY**  
Jefferson County Sheriff's Office  
636-797-5528  
[twhitney@jeffcomo.org](mailto:twhitney@jeffcomo.org)

**Contract Contact:**  
**VICKIE PRATT**  
Department of Administrative Services  
636-797-5380

**Mail (3) Three Complete Copies With Vendor And Proposal Information As Shown In Sample:**

**Contract Term:**  
**FOUR YEAR CONTRACT UPON APPROVAL OF THE COUNTY COUNCIL AND COUNTY EXECUTIVE**

**Vendor Information:**

**SAMPLE ENVELOPE**

<b>VENDOR NAME</b>	
<b>VENDOR ADDRESS</b>	
<b>CONTACT NUMBER</b>	<b>DEPARTMENT OF THE COUNTY CLERK</b>
	<b>JEFFERSON COUNTY MISSOURI</b>
	<b>729 MAPLE ST / PO BOX 100</b>
	<b>HILLSBORO MO 63050-0100</b>

**SEALED PROPOSAL: (PROPOSAL NAME)**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. This Proposal, if accepted, will constitute an Agreement and Contract with Jefferson County, Missouri, upon approval of the County Council and County Executive. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Axon Enterprise, Inc.  
**Company Name**

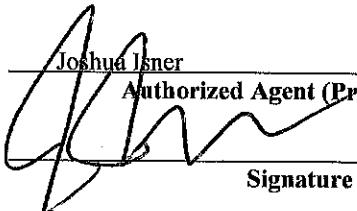
17800 N. 85th Street  
**Address**

Scottsdale, Arizona 85255  
**City/State/Zip Code**

800.978.0797  
**Telephone #**

bobby@taser.com  
**E-mail**

Joshua Isner  
**Authorized Agent (Print)**

  
**Signature**

Chief Revenue Officer  
**Title**

86-0741227  
**Date**

Tax ID #

480.991.0791  
**Fax #**

# SPECIFICATIONS

## CONDUCTED ELECTRICAL WEAPONS

Request is for TASER MODEL X-2, 2 SHOT, DUAL LASER

### QUANTITIES

- Item #1-Taser X-2 2 shot 50 Units
- Item#2-X2 Holsters 50 Units
- Item#3-X2 Power Magazines 50 Units
- Item#4-X2 Smart Cartridges 300 Units
- Item#5-X2 Data Port Download kits 2 Units

### SPECIFICATIONS

#### **Item #1-Taser Brand X2 2-shot Dual Laser**

- Law Enforcement conducted electrical weapons (CEW)
- Output waveform: Precision Shaped Pulse™ technology
- Pulse rate: Consistent pulse rate of 19 pulses per second (PPS)
- Estimated useful life: Approximately 5 years
- Power source: Non-rechargeable lithium Performance Power Magazine (PPM) battery pack provides energy for approximately 500 5-second discharges
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle. The cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with Taser standard series cartridges
- Model #11003 (Yellow)
- Meets or exceeds an industry standard 6' drop test
- Includes a four (4) year extended warranty item#11004
- Includes a four (4) year payment plan
- Includes Taser 60 Unlimited Plan

**Unit Price**

**\$1220.00 /each**

#### **OPTIONAL:**

- Taser Assurance Plan (TAP), which includes replacement of handle every five (5) years. TAP includes on-site spare units, including an extended warranty at no additional cost through the life of the agreement.

**Item#2-X2      Holsters**

- Holster X2 Right Hand, Blackhawk, item# 22501

**Unit Price** \$ 63.00 /each

- Holster X2 Left hand, Blackhawk, item# 22504

**Unit Price** \$ 63.00 /each

**Item#3-X2 Power Magazines**

- Performance Power Magazine (PPM), item# 22010

**Unit Price** \$ 65.00 /each

- Tactical Performance Power Magazine (TPPM) item# 22012

**Unit Price** \$ 65.00 /each

- Extended Automatic Shut-Down Power Magazine (XAPPM) item# 22011

**Unit Price** \$ 78.00 /each

**Item#4-X2 Smart Cartridges**

- 15' Live Smart Cartridge item# 22150

**Unit Price** \$ 36.00 each

- 25' Live Smart Cartridge item# 22151

**Unit Price** \$ 38.00 /each

- 35' Live Smart Cartridge item# 22152

**Unit Price**      \$    NA      /each

- Inert Simulator 25' Smart Cartridge item# 22155

**Unit Price** \$ **/each**

- 25' Training Smart Cartridge item# 22157

**Unit Price** \$ 37.00 /each

- Alligator Clip Smart Cartridge Item# 33112 NA

**Item#5      Data Port Download Kits**

- Kit, Dataport Download, USB, X2

**Unit Price**                    \$ 200.00 /each

**Professional Services**

- CEW Starter Package item# 85147

**Unit Price**                    \$ 2500.00 /each

- CEW Add on Services with Instructor Training item# 85168

**Unit Price**                    \$ 1500.00 /each

**Four (4) year finance plan**

- Vendor must submit a detailed plan to support the purchase, warranty, and continued maintenance of the X2 platform to not exceed four (4) years.

**Unit Price – Year 1**            \$ 21,563.00/year

**Unit Price – Year 2**            \$ 21,563.00/year

**Unit Price – Year 3**            \$ 21,563.00/year

**Unit Price – Year 4**            \$ 21,563.00/year



# AXON

**Jefferson County Sheriff's Office - MO**

**AXON SALES REPRESENTATIVE**

Steve Insalaco  
(480) 905-2023  
[sinsalaco@axon.com](mailto:sinsalaco@axon.com)

**ISSUED**  
**3/7/2019**

Q:200239-43531.697SI



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

Q-200239-43531.697SI

Issued: 03/07/2019

Quote Expiration: 04/30/2019

Account Number: 123629

Start Date: 05/01/2019

Payment Terms: Net 30

Delivery Method: FedEx - Ground

**SALES REPRESENTATIVE**

Steve Insalaco

Phone: (480) 905-2023

Email: sinsalaco@axon.com

Fax: (480) 448-9922

**PRIMARY CONTACT**

Michael Toombs

Phone: (636) 797-5518

Email: mtoombs@jeffcomo.org

**SHIP TO**

Michael Toombs  
 Jefferson County Sheriff's Office - MO  
 400 First Street  
 Hillsboro, MO 63050  
 US

**BILL TO**

Jefferson County Sheriff's Office - MO  
 P.O. BOX 100  
 Hillsboro, MO 63050  
 US

**X2 - TPPM - CARTRIDGES - 5-YEAR WARRANTY - TASER 60 YEAR 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85176	TASER 60 YEAR 1 PAYMENT: X2 BASIC	50	345.00	215.63	10,781.50
85177	TASER 60 YEAR 2 PAYMENT: X2 BASIC	50	345.00	215.63	10,781.50
<b>Hardware</b>					
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	1	200.00	0.00	0.00
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	50	0.00	0.00	0.00
22151	25 FT SMART CARTRIDGE, X2	100	0.00	0.00	0.00
22003	YELLOW X2 CEW, HANDLE	50	0.00	0.00	0.00
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	50	0.00	0.00	0.00
					Subtotal 21,563.00
					Estimated Shipping 0.00
					Estimated Tax 0.00
					Total 21,563.00

**X2 - SPARE NO CHARGE**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	1	65.00	0.00	0.00
85175	TASER 60 X2	1	0.00	0.00	0.00
22003	YELLOW X2 CEW, HANDLE	1	1,220.00	0.00	0.00
					Subtotal 0.00
					Estimated Tax 0.00
					Total 0.00

## TASER 60 YEAR 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85178	TASER 60 YEAR 3 PAYMENT: X2 BASIC	50	345.00	431.25	21,562.50
				Subtotal	21,562.50
				Estimated Tax	0.00
				Total	21,562.50

## TASER 60 YEAR 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85179	TASER 60 YEAR 4 PAYMENT: X2 BASIC	50	345.00	431.25	21,562.50
				Subtotal	21,562.50
				Estimated Tax	0.00
				Total	21,562.50

## TASER 60 YEAR 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
85180	TASER 60 YEAR 5 PAYMENT: X2 BASIC	50	345.00	431.25	21,562.50
				Subtotal	21,562.50
				Estimated Tax	0.00
				Total	21,562.50

**Grand Total**

**86,250.50**



## Discounts (USD)

Quote Expiration: 04/30/2019

List Amount	87,735.00
Discounts	1,484.50
<b>Total</b>	<b>86,250.50</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
X2 - TPPM - CARTRIDGES - 5-YEAR WARRANTY - TASER 60 YEAR 1	21,563.00
X2 - SPARE NO CHARGE	0.00
TASER 60 YEAR 2	21,562.50
TASER 60 YEAR 3	21,562.50
TASER 60 YEAR 4	21,562.50
<b>Grand Total</b>	<b>86,250.50</b>

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

### Axon's Sales Terms and Conditions

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Steve Insalaco at [sinsalaco@axon.com](mailto:sinsalaco@axon.com) or fax to (480) 448-9922

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-200239-43531,697SI

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

**Q-198255-43530.887SI**

Issued: 03/06/2019

Quote Expiration: 04/30/2019

Account Number: 123629

Start Date: 05/01/2019

Payment Terms: Net 30

Delivery Method: FedEx - Ground

**SALES REPRESENTATIVE**

Steve Insalaco

Phone: (480) 905-2023

Email: sinsalaco@axon.com

Fax: (480) 448-9922

**PRIMARY CONTACT**

Michael Toombs

Phone: (636) 797-5518

Email: mtoombs@jeffcomo.org

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 Jefferson County Sheriff's Office - MO  
 400 First Street  
 Hillsboro, MO 63050  
 US

**BILL TO**

Jefferson County Sheriff's Office - MO  
 P.O. BOX 100  
 Hillsboro, MO 63050  
 US

**X2 - TPPM - HOLSTER - CARTRIDGES - 1-YEAR WARRANTY - PURCHASE**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	50	78.00	78.00	3,900.00
22003	YELLOW X2 CEW, HANDLE	50	1,220.00	1,220.00	61,000.00
22151	25 FT SMART CARTRIDGE, X2	50	38.00	38.00	1,900.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P	50	65.00	65.00	3,250.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	2	200.00	200.00	400.00
				<b>Subtotal</b>	<b>70,450.00</b>
				<b>Estimated Shipping</b>	<b>0.00</b>
				<b>Estimated Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>70,450.00</b>

**Grand Total**

**70,450.00**

**Q-198255-43530.887SI**

## Axon's Sales Terms and Conditions

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name (Print):** \_\_\_\_\_ **Title:** \_\_\_\_\_

**PO# (Or write N/A):** \_\_\_\_\_

Please sign and email to Steve Insalaco at [sinsalaco@axon.com](mailto:sinsalaco@axon.com) or fax to (480) 448-9922

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-198255-43530.887SI

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17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

March 11, 2019

Vickie Pratt  
Department of the County Clerk  
Jefferson County Missouri  
729 Maple St / Po Box 100  
Hillsboro, Mo 63050-0100

**RE: Requested Exceptions to Request for Proposal for Conducted Electrical Weapons 2019**

Dear Ms. Pratt:

Please find below Axon Enterprise, Inc.'s (Axon) exceptions to the above-referenced solicitation. Axon is open to further discussions regarding requested changes, and it reserves the right to negotiate the Terms and Conditions attached to the solicitation.

**1. Addition of Axon's TASER 60 Terms and Conditions.**

Axon respectfully requests that its TASER 60 Terms and Conditions be incorporated as an exhibit into the final contract award. Axon agrees to negotiate with the County on these terms and conditions.

**2. Proposal Form and Contract. Section D.**

Axon respectfully requests that this section be modified as follows:

The price(s) specified in this proposal shall be firm and not subject to contingency or reservation for the quantities specified in vendor's quote. The vendor represents prices specified in the proposal do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the vendor's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. Proposal prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.

**3. Proposal Form and Contract. Section I.**

Axon respectfully requests that this section be modified, in relevant part, as follows:

Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after receipt acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense.

**4. Proposal Form and Contract. Section J.**

Axon respectfully requests the first sentence of this section be modified as follows:

County will pay Supplier for goods upon delivery to, and submission of certified invoices and acceptance.

Best Regards,

A handwritten signature in black ink that reads "Alissa McDowell".

Alissa McDowell  
Senior Corporate Counsel  
amcdowell@axon.com  
480.905.2038



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

These TASER 60 Terms and Conditions (**Agreement**) apply to your purchase from Axon Enterprise, Inc. (**Axon**) under the TASER 60 Plan. TASER 60 provides CEW hardware extended warranty coverage, CEW Products, and CEW accessories. TASER 60 only applies to the TASER CEW Product and accessories listed in the Quote.

1. **TASER 60 Term.** TASER 60 Term start date is based upon the shipment date of the hardware covered under TASER 60 (**Start Date**). The TASER 60 Term will end 5 years after the Start Date (**Term**).
2. **Payment Terms.** Axon invoices for the TASER 60 plan on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice. Invoices are due to be paid within 30 days of the date of invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.
3. **Taxes.** Unless the Agency provides a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
4. **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only.
5. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
6. **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non- Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
7. **Warranty Limitations.** The warranties do not apply and Axon will not be responsible for any loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

**To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

**Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract,**



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

negligence, strict liability, tort or under any other legal theory.

8. **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option. For warranty return and repair procedures, including troubleshooting guides, please go to Axon's website [www.axon.com/support](http://www.axon.com/support).

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. Any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

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

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

11. **Product Warnings.** See our website at [www.axon.com](http://www.axon.com) for the most current product warnings.

12. **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying the Agency.

13. **TASER 60 Termination.** If an invoice for TASER 60 is more than 30 days past due, then Axon may terminate TASER 60. Axon will provide notification that TASER 60 coverage is terminated. Once TASER 60 coverage is terminated for any reason, then:

- 13.1 TASER 60 coverage will terminate as of the date of termination and no refunds will be given.
- 13.2 The Agency will be invoiced and obligated to pay for the remainder of the MSRP for TASER 60 Products received before the termination date. In the case of termination for non-appropriations, Axon will not invoice the Agency if the Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3 The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

14. **Excusable Delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

15. **Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be



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

violated.

16. **Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
17. **Assignment.** The Agency may not may assign or otherwise transfer this Agreement without the prior written approval of Axon.
18. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
19. **Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
20. **Entire Agreement.** This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

### TASER Assurance Plan (Purchased with TASER 60 Only) Appendix

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

1 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month. TAP for CEWs is a 5 year term.

2 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

3 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

3.1. TAP coverage will terminate as of the date of termination and no refunds will be given.



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

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- 3.2. Axon will not and has no obligation to provide the free upgrades.
- 3.3. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 3.4. If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered product.

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