

FIRST AMENDMENT TO BODY WORN CAMERA SERVICES AGREEMENTS

This First Amendment ("Amendment"), effective March 1, 2019, is by and between the County of Sonoma, a political subdivision of the State of California ("County"), and Axon Enterprise, Inc., formerly Taser International, an Arizona corporation authorized to do business in California, hereinafter referred to as ("Contractor").

RECITALS

WHEREAS, County and Contractor entered into an Evidence.com Master Service Agreement, Professional Service Agreement, Sales Agreement and Taser Assurance Plan, dated December 9, 2014 for a body worn camera system and related services; and

WHEREAS, County and Contractor have been satisfied with the products and services provided under the Agreement; and

WHEREAS, County and Contractor desire to amend the Agreement to extend the current term for 5 years, to purchase additional cameras to the existing services, and to update fees based on current data storage needs;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Sales Agreement Q-195281-43494.049MH attached to as Exhibit A and incorporated herein by this reference shall replace Sales Agreement Q-11421-4 on the effective date of March 1, 2019.
2. The Term of this Amendment shall be from March 1, 2019 through February 29, 2024, unless terminated earlier as specified in the Evidence.com Master Service Agreement.
3. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of County arising thereunder.
4. This Amendment shall be governed by and construed under the internal laws of the



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

Q-195281-43494.049MH

Issued: 01/29/2019



Quote Expiration: 02/28/2019

Account Number: 113305

Start Date: 03/01/2019

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Megan Hardisty

Phone: 480-253-7854

Email: mhardisty@axon.com

Fax:

PRIMARY CONTACT

Michael Patrick

Phone: (707) 565-2781

Email: michael.patrick@sonoma-county.org

SHIP TO

Michael Patrick
Sonoma County Sheriff's Office - CA
2796 Ventura Avenue
Santa Rosa, CA 95403
US

BILL TO

Sonoma County Sheriff's Office - CA
2796 Ventura Avenue
Santa Rosa, CA 95403
US

Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	4	336.00	336.00	1,344.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	24	948.00	948.00	22,752.00
85110	EVIDENCE.COM INCLUDED STORAGE	960	0.00	0.00	0.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	241	948.00	65.30	15,737.30
85110	EVIDENCE.COM INCLUDED STORAGE	9,640	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	41	336.00	336.00	13,776.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	4	36.00	36.00	144.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	32	336.00	336.00	10,752.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	185	948.00	819.09	151,531.65
85110	EVIDENCE.COM INCLUDED STORAGE	7,400	0.00	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	24	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	24	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	24	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	24	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	42.00	0.00	0.00

Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	4	1,495.00	0.00	0.00
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	185	499.00	449.10	83,083.50
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	185	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	185	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	185	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	32	42.00	42.00	1,344.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	32	1,495.00	1,495.00	47,840.00
Other					
71019	NORTH AMERICA POWERCORD, 6.5FT	4	10.00	0.00	0.00
				Subtotal	348,304.45
				Estimated Shipping	0.00
				Estimated Tax	30,041.27
				Total	378,345.72

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	18	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	18	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	18	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	18	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)
Axon Plans & Packages					
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	450	948.00	948.00	426,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	18,000	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	77	336.00	336.00	25,872.00

Year 2 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	4	36.00	36.00	144.00
				Subtotal	452,616.00
				Estimated Tax	39,038.13
				Total	491,654.13

Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	450	948.00	948.00	426,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	18,000	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	77	336.00	336.00	25,872.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	4	36.00	36.00	144.00
				Subtotal	452,616.00
				Estimated Tax	39,038.13
				Total	491,654.13

Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	450	948.00	948.00	426,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	18,000	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	77	336.00	336.00	25,872.00
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	4	36.00	36.00	144.00
				Subtotal	452,616.00
				Estimated Tax	39,038.13
				Total	491,654.13

Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	450	948.00	948.00	426,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	18,000	0.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	77	336.00	336.00	25,872.00

Year 5 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT	4	36.00	36.00	144.00
				Subtotal	452,616.00
				Estimated Tax	39,038.13
				Total	491,654.13
				Grand Total	2,344,962.24

Discounts (USD)

Quote Expiration: 02/28/2019

List Amount	2,422,743.00
Discounts	263,974.55
Total	2,158,768.45

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1	378,345.72
Spares	0.00
Year 2	491,654.13
Year 3	491,654.13
Year 4	491,654.13
Year 5	491,654.13
Grand Total	2,344,962.24

Notes

Execution of this quote will terminate contract #00003976 associated with Q-11421, and Q-1136161, as well as contract #00008090 associated with Q-73173 and Q-143213 with Axon and will start a new 60 month contract.

100% discounted hardware in Year 1, (2019), reflects the allotted TAP replacement from contract #00008090, (24 AB2 cameras, 4 6-Bay Docks, and 4 Wall Mounts).

The parties agree that Axon is granting a credit in the amount of \$ \$169,946.75, which has been applied to Year 1 licenses on this quote in the form of a discount, to refund paid, but undelivered services in the form of licenses and TAP. This discount is based on a ship date range of 2/1/2019 - 2/15/2019, resulting in a 3/1/2019 license date. Any change in this ship date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Axon hardware contained in this quote will be covered under the Taser Assurance Plan and will be eligible for 2 replacements. Due to timing of previous TAP replacement shipments from existing contract (#00003976) the agency will be entitled to the first TAP replacement at the 2 year mark of new contract on 3/1/2021 and then again at the end of the contract on date 2/28/2024.

Axon's Sales Terms and Conditions

This Quote is governed by the terms and conditions of the Sales Agreement signed by Axon (formerly known as TASER International, Inc.) and the County of Sonoma dated December 15, 2014, as well as the following:

1. Any reference to "Ultimate TAP" shall also apply to the "Unlimited BWC Bundle" and "Dock TAP" SKUs in this Quote.
2. Unlimited storage only applies to data generated from an Axon body worn camera or Axon Capture device.
3. If Agency purchases Products for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.

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 Megan Hardisty at mhardisty@axon.com or fax to

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-195281-43494.049MH

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state of California, and any action to enforce the terms of this Amendment or for the breach thereof shall be brought and tried in the County of Sonoma.

COUNTY AND CONTRACTOR HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date.

CONTRACTOR:
AXON ENTERPRISE INC.

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

By: _____
Department Head

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

CERTIFICATES OF INSURANCE

By: _____