



This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and the agency on the Quote ("Agency"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("Effective Date"). Axon and Agency are each a "Party" and collectively "Parties". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("Quote"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 Definitions.

"Axon Cloud Services" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"Axon Device" means all hardware provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("Term").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("Subscription Term").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 Payment. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.



7 Warranty

7.1 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("CEW") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

7.3 **Spare Axon Devices.** Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("Spare Axon Devices"). Spare Axon Devices will replace broken or non-functioning units. If Agency utilizes a Spare Axon Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Axon Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Axon Devices provided. If Agency returns the Spare Axon Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

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

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

8 **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.



9 **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices 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 Axon Devices received and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or,



given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19

General

19.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

19.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.

19.6 **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency:
Attn:
Street Address
City, State, Zip
Email

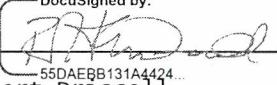
19.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the

Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

DocuSigned by:

Signature: 
Name: Robert Driscoll

55DAE8B131A4424...

Title: VP, Assoc. General Counsel

Date: 12/10/2020 | 3:05 PM MST

Agency

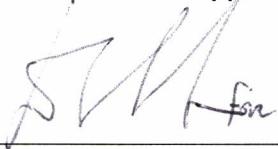
Signature: See attached Signature page

Name: _____

Title: _____

Date: _____

WHATCOM COUNTY:
Recommended for Approval:



Bill Elfo, Sheriff

11/6/20

Date

Approved as to form:

Approved via email BWD/BD
Prosecuting Attorney

11/5/20

Date

Approved:

Accepted for Whatcom County:

Satpal Sidhu
By: _____

Satpal Sidhu, Whatcom County Executive

12/15/2020

Date

STATE OF WASHINGTON)
)
) ss
COUNTY OF WHATCOM)

On this 15th day of December, 20 20, before me personally appeared Satpal Sidhu, to me known to be the Executive of Whatcom County, who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.



Suzanne M. Meldner
NOTARY PUBLIC in and for the State of Washington, residing at Bellingham. My commission expires 12-31-22.



Axon Cloud Services Terms of Use Appendix

1 Definitions

"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"Non-Content Data" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2

Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3

Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4

Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5

Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 11.0

Release Date: 8/6/2020

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Master Services and Purchasing Agreement

account information is lost or stolen.

6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.



New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Professional Services Appendix

- 1 **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Starter Service (BWC Starter).** BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
- 4 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 6 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the



Master Services and Purchasing Agreement

Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 8 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 9 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

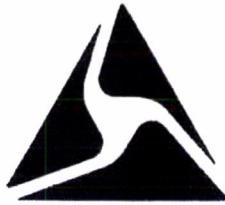


Whatcom County Sheriff's Office - WA

AXON SALES REPRESENTATIVE
Sam Phillips
480-272-3784
sphillips@axon.com

ISSUED
11/24/2020

Q-277438-44159.046SP



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

Q-277438-44159.046SP

Issued 11/24/2020

Quote Expiration 12/31/2020

Account Number 109193

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SHIP TO

Rodger Funk
 Whatcom County Sheriff's Office - WA
 311 GRAND AVENUE, PUBLIC SAFETY BLDG-
 BSLMT
 Bellingham, WA 98225
 US

BILL TO

Whatcom County Sheriff's Office - WA
 311 GRAND AVENUE, PUBLIC SAFETY
 BLDG-BSMT
 Bellingham, WA 98225
 US

SALES REPRESENTATIVE

Sam Phillips
 Phone: 480-272-3784
 Email: sphillips@axon.com
 Fax:

PRIMARY CONTACT

Rodger Funk
 Phone: (360) 676-6650
 Email: rfunk@co.whatcom.wa.us

Year 1

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|---------------|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | | |
| 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 60 | 78 | 0.00 | 0.00 | 0.00 |
| 73840 | EVIDENCE.COM BASIC ACCESS LICENSE | 60 | 78 | 0.00 | 0.00 | 0.00 |
| 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 60 | 15 | 0.00 | 0.00 | 0.00 |
| 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 60 | 5 | 0.00 | 0.00 | 0.00 |
| 73686 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE | 60 | 71 | 0.00 | 0.00 | 0.00 |
| Hardware | | | | | | |
| 73202 | AXON BODY 3 - NA10 | | 71 | 699.00 | 524.25 | 37,221.75 |
| 74210 | AXON BODY 3 - 8 BAY DOCK | | 4 | 1,495.00 | 1,495.00 | 5,980.00 |
| 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | | 4 | 43.90 | 0.00 | 0.00 |
| 74211 | AXON BODY 3 - 1 BAY DOCK | | 7 | 200.00 | 200.00 | 1,400.00 |
| 74021 | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK | | 71 | 0.00 | 0.00 | 0.00 |
| 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | | 7 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 71 | 0.00 | 0.00 | 0.00 |
| 11507 | MOLLE MOUNT, SINGLE, AXON RAPIDLOCK | | 13 | 31.30 | 0.00 | 0.00 |

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Year 1 (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------|---|---------------|----------|-----------------|--------------------|-------------|
| Hardware (Continued) | | | | | | |
| 87063 | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT | 12 | 71 | 336.00 | 336.00 | 23,856.00 |
| 87062 | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12 | 4 | 354.00 | 354.00 | 1,416.00 |
| 87060 | TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY | 60 | 7 | 0.00 | 0.00 | 0.00 |
| 87061 | TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT | 12 | 7 | 114.00 | 114.00 | 798.00 |
| 73202 | AXON BODY 3 - NA10 | | 2 | 699.00 | 0.00 | 0.00 |
| 74021 | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK | | 2 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 2 | 0.00 | 0.00 | 0.00 |
| Other | | | | | | |
| 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | | 4 | 0.00 | 0.00 | 0.00 |
| 71104 | NORTH AMER POWER CORD FOR AB3 1-BAY DOCK | | 7 | 0.00 | 0.00 | 0.00 |
| 73827 | AB3 CAMERA TAP WARRANTY | 60 | 71 | 0.00 | 0.00 | 0.00 |
| 73828 | AB3 8 BAY DOCK TAP WARRANTY | 60 | 4 | 0.00 | 0.00 | 0.00 |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 78 | 180.00 | 180.00 | 14,040.00 |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 5 | 468.00 | 468.00 | 2,340.00 |
| 73830 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT | 12 | 71 | 288.00 | 288.00 | 20,448.00 |
| Services | | | | | | |
| 85144 | AXON STARTER | | 1 | 2,750.00 | 0.00 | 0.00 |
| 85144 | AXON STARTER | | 1 | 2,750.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 107,499.75 |
| | | | | | Estimated Shipping | 0.00 |
| | | | | | Estimated Tax | 7,573.50 |
| | | | | | Total | 115,073.25 |

Spares

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--------------------|---------------|----------|-----------------|----------------|-------------|
| Hardware | | | | | | |
| 73202 | AXON BODY 3 - NA10 | | 2 | 699.00 | 0.00 | 0.00 |

Spares (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------|---|---------------|----------|-----------------|----------------|-------------|
| Hardware (Continued) | | | | | | |
| 74021 | MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK | | 2 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 2 | 0.00 | 0.00 | 0.00 |
| 87063 | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT | 60 | 2 | 1,680.00 | 0.00 | 0.00 |
| Other | | | | | | |
| 73827 | AB3 CAMERA TAP WARRANTY | 12 | 2 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 0.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 0.00 |

Year 2

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--|---------------|----------|-----------------|----------------|-------------|
| Hardware | | | | | | |
| 87063 | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT | 12 | 71 | 336.00 | 336.00 | 23,856.00 |
| 87062 | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12 | 4 | 354.00 | 354.00 | 1,416.00 |
| 87061 | TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT | 12 | 7 | 114.00 | 114.00 | 798.00 |
| Other | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 78 | 180.00 | 180.00 | 14,040.00 |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 5 | 468.00 | 468.00 | 2,340.00 |
| 73830 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT | 12 | 71 | 288.00 | 288.00 | 20,448.00 |
| | | | | | Subtotal | 62,898.00 |
| | | | | | Estimated Tax | 3,693.15 |
| | | | | | Total | 66,591.15 |

Year 3

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|---|---------------|----------|-----------------|----------------|-------------|
| Hardware | | | | | | |
| 87063 | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT | 12 | 71 | 336.00 | 336.00 | 23,856.00 |
| 87062 | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12 | 4 | 354.00 | 354.00 | 1,416.00 |

Year 3 (Continued)

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------------------|--|---------------|----------|-----------------|----------------|-------------|
| Hardware (Continued) | | | | | | |
| 87061 | TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT | 12 | 7 | 114.00 | 114.00 | 798.00 |
| Other | | | | | | |
| 73309 | AXON CAMERA REFRESH ONE | | 71 | 0.00 | 0.00 | 0.00 |
| 73689 | MULTI-BAY BWC DOCK 1ST REFRESH | | 4 | 0.00 | 0.00 | 0.00 |
| 73313 | 1-BAY DOCK AXON CAMERA REFRESH ONE | | 7 | 0.00 | 0.00 | 0.00 |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 78 | 180.00 | 180.00 | 14,040.00 |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 5 | 468.00 | 468.00 | 2,340.00 |
| 73830 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT | 12 | 71 | 288.00 | 288.00 | 20,448.00 |
| 73309 | AXON CAMERA REFRESH ONE | | 2 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 62,898.00 |
| | | | | | Estimated Tax | 3,693.15 |
| | | | | | Total | 66,591.15 |

Year 4

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--|---------------|----------|-----------------|----------------|-------------|
| Hardware | | | | | | |
| 87063 | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT | 12 | 71 | 336.00 | 336.00 | 23,856.00 |
| 87062 | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12 | 4 | 354.00 | 354.00 | 1,416.00 |
| 87061 | TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT | 12 | 7 | 114.00 | 114.00 | 798.00 |
| Other | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 78 | 180.00 | 180.00 | 14,040.00 |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 5 | 468.00 | 468.00 | 2,340.00 |
| 73830 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT | 12 | 71 | 288.00 | 288.00 | 20,448.00 |
| | | | | | Subtotal | 62,898.00 |
| | | | | | Estimated Tax | 3,693.15 |
| | | | | | Total | 66,591.15 |

Year 5

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--|------------------|----------|--------------------|----------------|-------------|
| Hardware | | | | | | |
| 87063 | TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT | 12 | 71 | 336.00 | 336.00 | 23,856.00 |
| 87062 | TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT | 12 | 4 | 354.00 | 354.00 | 1,416.00 |
| 87061 | TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK PAYMENT | 12 | 7 | 114.00 | 114.00 | 798.00 |
| Other | | | | | | |
| 73310 | AXON CAMERA REFRESH TWO | | 71 | 0.00 | 0.00 | 0.00 |
| 73688 | MULTI-BAY BWC DOCK 2ND REFRESH | | 4 | 0.00 | 0.00 | 0.00 |
| 73314 | 1-BAY DOCK AXON CAMERA REFRESH TWO | | 7 | 0.00 | 0.00 | 0.00 |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 78 | 180.00 | 180.00 | 14,040.00 |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 5 | 468.00 | 468.00 | 2,340.00 |
| 73830 | EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE PAYMENT | 12 | 71 | 288.00 | 288.00 | 20,448.00 |
| 73310 | AXON CAMERA REFRESH TWO | | 2 | 0.00 | 0.00 | 0.00 |
| | | | | | Subtotal | 62,898.00 |
| | | | | | Estimated Tax | 3,693.15 |
| | | | | | Total | 66,591.15 |

Grand Total | 381,437.85



Discounts (USD)

Quote Expiration: 12/31/2020

| | |
|--------------|-------------------|
| List Amount | 383,737.50 |
| Discounts | 24,645.75 |
| Total | 359,091.75 |

**Total excludes applicable taxes*

Summary of Payments

| Payment | Amount (USD) |
|--------------------|-------------------|
| Year 1 | 115,073.25 |
| Spares | 0.00 |
| Year 2 | 66,591.15 |
| Year 3 | 66,591.15 |
| Year 4 | 66,591.15 |
| Year 5 | 66,591.15 |
| Grand Total | 381,437.85 |

Notes

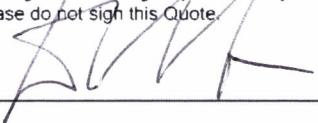
NASPO Contract No. OK-MA-145-015 used for pricing and purchasing justification.

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

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached 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:

12/9/20

Name (Print):

DOUG CHADWICK

Title:

UNDERSHERIFF

PO# (Or write
N/A):

Please sign and email to Sam Phillips at sphillips@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

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Axon Internal Use Only

| | | |
|-----------|----------|---|
| | | SFDC Contract #: |
| | | Order Type: RMA #: Address Used: SO #: |
| Review 1 | Review 2 | |
| Comments: | | |

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