



Solicitation Number: 092722

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Conducted Energy Weapons from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 21, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specification. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Supplier may require the use of its then-current Master Services and Purchasing Agreement (or similar standard terms and conditions document), a copy of which may be found at <https://www.axon.com/sales-terms-and-conditions>. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

A. Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent or willfully wrongful act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or other legal theory. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

B. Notwithstanding Section 6 (B) of this Agreement, Supplier and Participating Entities may negotiate mutually agreeable indemnity, hold harmless, and limitations of liability to be incorporated into purchase or subsequent agreements utilizing the terms of this Sourcewell Contract.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The

right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Axon Enterprise, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:
Robert E. Driscoll Jr.
55DAEBB131A4424...
By: _____
Robert E. Driscoll Jr.
Title: VP Associate General Counsel and
Assistant Corporate Secretary

Date: 2/3/2023 | 1:31 PM CST

Date: 2/3/2023 | 3:09 PM MST

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO

Date: 2/3/2023 | 4:33 PM CST

RFP 092722 - Conducted Energy Weapons

Vendor Details

Company Name: Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state: AZ
Address: 17800 N. 85th Street
Scottsdale, Arizona 85255
Contact: Sales Ops
Email: contracts@axon.com
Phone: 480-905-2000
Fax: 480-991-0791
HST#: 86-0741227

Submission Details

Created On: Thursday September 15, 2022 12:49:27
Submitted On: Tuesday September 27, 2022 00:45:52
Submitted By: Sales Ops
Email: contracts@axon.com
Transaction #: 1e710178-b344-4e2c-8c5c-05ebfbe19988
Submitter's IP Address: 72.216.185.29

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: <ul style="list-style-type: none"> • Axon Enterprise Holding Company, LLC, organized in the United States • Viewu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE Code: 1WHR1
5	Proposer Physical Address:	17800 N. 85th St, Scottsdale, AZ 85255-6311
6	Proposer website address (or addresses):	www.axon.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert E. Driscoll, Jr. VP, Associate General Counsel and Assistant Corporate Secretary 17800 N. 85th St, Scottsdale, AZ 85255-6311 contracts@axon.com 800-978-2737
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jane Pearson, Senior Proposal Manager 17800 N. 85th St, Scottsdale, AZ 85255-6311 japearson@axon.com 480-905-2037
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich, Director of Sales – Growth 17800 N. 85th St, Scottsdale, AZ 85255-6311 aforbrich@axon.com 301-356-5253

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER energy weapons, body-worn and in-car cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Axon currently partners with more than 15,100 agencies around the world to deliver innovative hardware and software solutions built for the public safety sector. With 11 offices based in Arizona, Washington, North Carolina, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,800 employees continues to define smarter policing through the development of industry-leading technology solutions.</p> <p>Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing.</p> <p>All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are:</p> <p>BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing.</p> <p>AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination.</p> <p>WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity.</p> <p>OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow.</p> <p>JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision.</p> <p>EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves and the best company we can be, if we can't offer and be given critical feedback?</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Upon notification that Axon has been awarded, we will work expeditiously to complete contract negotiations with Sourcwell. Due to the nature of contract negotiations, an exact timeframe cannot be provided.</p> <p>Once a contract is in place, Axon will begin marketing efforts to promote the Sourcwell Cooperative. We understand the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$30 million. We understand that this is a projected value only and is not guaranteed.</p> <p>Overall, we hope to partner with Sourcwell to bring our industry-leading law enforcement solutions to more customers by using your cooperative to make the procurement process easier and more transparent for purchasers.</p>

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Axon is a publicly-traded company; all financial information is available at investor.axon.com. Axon's NASDAQ stock ticker symbol is AXON.</p> <p>NET SALES</p> <ul style="list-style-type: none"> • Net sales were \$863 million and \$681 million for the years ended December 31, 2021, and 2020, respectively, an increase of \$182 million. • Net sales were \$681 million and \$530 million for the years ended December 31, 2020, and 2019, respectively, an increase of \$151 million. • Net sales were \$530 million and \$420 million for the years ended December 31, 2019, and 2018, respectively, an increase of \$110 million. • Net sales were \$420 million and \$343 million for the years ended December 31, 2018, and 2017, respectively, an increase of \$77 million. • Net sales were \$343 million and \$268 million for the years ended December 31, 2017, and 2016, respectively, an increase of \$75 million. • Net sales were \$268 million and \$197 million for the years ended December 31, 2016, and 2015, an increase of \$71 million. <p>NET INCOME</p> <ul style="list-style-type: none"> • Our net income decreased by \$60.0 million for the year ended December 31, 2021, compared to net income of \$1.7 million in 2020. Net loss per basic and diluted share was \$0.19 for 2021, compared to net income per basic and diluted share of \$0.03 for 2020. • Our net income decreased by \$1.7 million for the year ended December 31, 2020, compared to net income of \$0.9 million in 2019. Net loss per basic and diluted share was \$0.03 for 2020, compared to net income per basic and diluted share of \$0.01 for 2019. • Our net income decreased by \$28.3 million to \$0.9 million for the year ended December 31, 2019, compared to \$29.2 million in 2018. Net income per basic and diluted share was \$0.01, respectively, for 2019 compared to \$0.52 and \$0.50 per basic and diluted share for 2018. • Our net income increased by \$24.0 million to \$29.2 million for the year ended December 31, 2018, compared to \$5.2 million in 2017. Net income per basic and diluted share was, respectively, for 2018 compared to \$0.10 per basic and diluted share for 2017. • Our net income decreased by \$12.1 million to \$5.2 million for the year ended December 31, 2017, compared to \$17.3 million in 2016. Net income per basic and diluted share was \$0.10 for 2017 compared to \$0.33 and \$0.32 per basic and diluted share, respectively, for 2016. • Our net income decreased by \$2.6 million to \$17.3 million for the year ended December 31, 2016, compared to \$19.9 million in 2015. Net income per basic and diluted share was \$0.33 and \$0.32 for 2016, respectively, compared to \$0.37 and \$0.36 per basic and diluted share for 2015. <p>Additionally, we have included our Q2 2022 SEC Quarterly Report and 2021 audited financials in the document upload section. These are the most recently available financial reports as of this submission.</p>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope.</p>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Axon tracks Canadian market share as part of our tracking for the Commonwealth geographic region market share and not individually.</p> <p>As of August 2022, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>Axon has never petitioned for bankruptcy protection.</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>a) N/A</p> <p>b) Axon is best described as a manufacturer and service provider for the proposed hardware, software, and services. TASER energy weapons are manufactured at our corporate headquarters in Scottsdale, Arizona. Manufacturing staff and sales representatives are employees of Axon. Some sales representatives work from our main office in Scottsdale, AZ. Others work throughout the United States and globally.</p> <p>Regarding services, Axon Professional Service employees support and install the majority of our products. Axon handles technical support and repairs for all of its manufactured products.</p>
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Agencies may choose to track TASER energy weapon log data within their Axon Evidence system; therefore, we have listed certifications for Axon Evidence below.</p> <p>Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers Sourcewell a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These certifications, compliance measures, and security assurances include:</p> <ul style="list-style-type: none"> • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls • ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud • CJIS Compliant • CALEA Standard 17.5.4 Compliant • HIPAA and HITECH • AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence) • SOC 3 Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508 • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level (Applicable only to the US Federal Region of Axon Evidence) • The authorization confirms that Axon Evidence has been reviewed and approved by the US Department of Defense and Homeland Security, and the General Services Administration <p>Axon's Compliance website (axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation.</p> <p>Axon also maintains the following quality accreditations.</p> <p>MANUFACTURING</p> <ul style="list-style-type: none"> • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. <p>INFORMATION SECURITY</p> <ul style="list-style-type: none"> • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Axon has not been suspended or debarred during the past ten years.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.
20	What percentage of your sales are to the governmental sector in the past three years	<p>Axon has 15,100+ active agencies worldwide, including law enforcement agencies for higher education (universities and school districts).</p> <p>Axon tracks sales data based on a wide array of product and service segments across worldwide geographic regions. Various user markets included in the scope of these regions are state and local law enforcement, federal, corrections, fire & EMS, justice, and enterprise agencies. Therefore, granular governmental sector sales information is not provided, but Axon has listed total net sales figures for the past 3 years below for Sourcewell's review.</p> <ul style="list-style-type: none"> • Net sales were \$863 million and \$681 million for the years ended December 31, 2021, and 2020, respectively, an increase of \$182 million. • Net sales were \$681 million and \$530 million for the years ended December 31, 2020, and 2019, respectively, an increase of \$151 million. • Net sales were \$530 million and \$420 million for the years ended December 31, 2019, and 2018, respectively, an increase of \$110 million. <p>As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope.</p> <p>Additionally, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>Axon has 15,100+ active agencies worldwide, including law enforcement agencies for higher education (universities and school districts).</p> <p>Axon tracks sales data based on a wide array of product and service segments across worldwide geographic regions. Various user markets included in the scope of these regions are state and local law enforcement, federal, corrections, fire & EMS, justice, and enterprise agencies. Therefore, granular education sector sales information is not provided, but Axon has listed total net sales figures for the past 3 years below for Sourcewell's review.</p> <ul style="list-style-type: none"> • Net sales were \$863 million and \$681 million for the years ended December 31, 2021, and 2020, respectively, an increase of \$182 million. • Net sales were \$681 million and \$530 million for the years ended December 31, 2020, and 2019, respectively, an increase of \$151 million. • Net sales were \$530 million and \$420 million for the years ended December 31, 2019, and 2018, respectively, an increase of \$110 million. <p>As of August 2022, Axon holds an estimated 21% of the US market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State and local law enforcement, federal, corrections, and enterprise agencies are included in this user market scope.</p> <p>Additionally, Axon holds an estimated 14% of the Commonwealth market share for TASER energy weapon products (TASER 7, X2, X26P, etc.). State/province and local law enforcement, corrections, and enterprise agencies are included in this user market scope.</p>

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<ul style="list-style-type: none"> • Sourcewell Contract #010720 AXN: \$775M+ • Texas BuyBoard 603-20 (CEW only): \$15M+ • City of Charlotte CCPA Contract 2022000665: \$25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: \$110M+ • New York State Police Contract No. PA01857: \$595K+ • State of Arizona No. BPM002192/CTR049284-1: \$10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: \$90K+ • State of Kansas Contract No. 42523: \$4M+ • State of Michigan Contract No. 071B4300067: \$4M+ • State of Minnesota Contract 199111: \$1M+ • State of New Jersey T0106/17-FLEET-00738: \$95M+ • State of Oregon CEW Contract No. 8913: \$400K+ • State of Pennsylvania Contract No. 4400019257: \$18M+ • Washington State DES Contract No. 04220 for CEW: \$960K+ <p>Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Burbank Police Department, California	Michelle Rodriguez	818-238-3174
Gilbert Police Department, Arizona	Noah Baker	480-635-7326
Avondale Police Department, Arizona	Lt. Mathew Hintz	623-333-7302

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately \$200K - \$66M	Approximately \$68M+
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately \$50K - \$17M	Approximately \$22M+
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately \$1M - \$3M	Approximately \$17M+
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately \$100K - \$13M	Approximately \$15M+
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately \$19K - \$12M	Approximately \$14M+

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Axon directly employs approximately 100 employees in our Sales organization who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Some sales representatives work from our main office in Scottsdale, AZ, while others work remotely throughout the US, Canada, and our other global locations. The distribution of Axon's sales representatives allows us to provide full service and support coverage for Sourcewell entities.</p> <p>Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed.</p> <p>HIRING PROCESS We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a "business mindset," that enables them to understand complex challenges and present solutions that might solve these. Axon's hiring process intends to identify candidates who can do this effectively.</p> <p>It's our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career.</p> <p>The most successful candidates are then invited to Axon headquarters. Throughout the day, they meet five senior members of the Axon team to validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate's potential fit as a representative of the company, on law enforcement's behalf.</p> <p>If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they're going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process.</p> <p>During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made.</p> <p>The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. Axon is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.</p>
27	Dealer network or other distribution methods.	<p>Axon partners with distributors in limited situations. Within the United States, we work with a small number of distributors to sell our TASER energy weapon products. These distributors are not employees of Axon; therefore, we do not know their company employment numbers.</p> <p>In Canada, we partner exclusively with MD Charlton to sell and service TASER energy weapons. There is some overlap between sales and service functions in this case, as MD Charlton assists Axon with processing repairs.</p>

28	Service force.	<p>As a whole, the Axon Support organization directly employs approximately 100 individuals across our Customer Support and Customer Success divisions, including our Return Material Authorization (RMA) department. Our dedicated customer success and support managers are committed to providing Sourcewell entities with post-sales and post-deployment support.</p> <p>CUSTOMER SUPPORT Axon has a full customer and technical support team available 24 hours a day, seven days a week. The team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices.</p> <p>REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around time for a full resolution is less than 30 calendar days from receipt of the returned product.</p> <p>Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at returns.axon.com, although return shipping labels are not available via this method.</p> <p>Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.</p> <p>CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in-country Customer Success Manger (CSM). CSM support is available for both the US and Canada and is determined based on the size and location of the customer. The CSM's goal is to support your day-to-day needs, educate you on Axon products, and ensure you are receiving the full value from your investment.</p> <p>The CSM promotes open communication with agency personnel to foster positive and familiar relationships. They provide highly responsive and specialized support and ongoing education to deliver the best possible customer experience. Your CSM will ensure that questions and concerns are addressed with urgency, and that feedback is received with genuine consideration.</p> <p>More specifically, your CSM will:</p> <ul style="list-style-type: none"> • Serve as a single point of contact to answer day-to-day questions for your agency's administrative team • Keep you updated on Axon developments • Connect you with other Axon teams, such as Technical Support or Professional Services, when necessary • Ensure that you are using best practices within Axon Cloud Services • Communicate your product feedback to appropriate teams within Axon • Facilitate customer "health check" meetings
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Axon will accept and process orders from Sourcewell entities directly for the US and Canada. Our Order Entry team enters orders into our CRM, Salesforce. Reports will be maintained and extracted from Salesforce for quarterly reporting to Sourcewell.</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Axon is committed to providing Sourcewell entities with timely responses to requests for support.</p> <p>During system implementation, the assigned Axon project implementation team will be available via phone and email to provide customer support during normal business hours. Additionally, Axon staff will be available to provide onsite support if there are applicable designated project tasks that require onsite presence at the agency's location. Normal hours of operation for support are business days Monday to Friday 08:00 – 17:30, excluding public holidays.</p> <p>Post-system implementation, support is available via an assigned Axon customer success manager (CSM), as well as from Axon's Customer Support division.</p> <p>Live phone support is available 24 hours a day, seven days a week, including weekends and holidays. For technical or Customer Support assistance, you may contact a customer service representative at 800.978.2737 (extension 4), or via email at support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon Ecosystem.</p> <p>ESCALATION</p> <p>We have a support team in place and aim to address all submitted cases within two business days. Axon has included multiple levels of support in our proposal, from a technical support team who handles daily issues, to an engineering support team who addresses critical or recurring issues. Issues are escalated through these support tiers based on their significance.</p> <p>The following describes our levels of support available by tiers (based on the nature and criticality of the issue):</p> <p>TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS</p> <ul style="list-style-type: none"> • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions <p>TIER 2 TECHNICAL SUPPORT</p> <ul style="list-style-type: none"> • Advanced Product troubleshooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support <p>TIER 3 ENGINEERING SUPPORT</p> <ul style="list-style-type: none"> • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation <p>ISSUE SEVERITY TIERS AND RESOLUTION</p> <p>To align with our standard service level agreement, Axon categorizes each reported issue under the following Severity tiers.</p> <ul style="list-style-type: none"> • SEVERITY 1 – This tier includes critical business functionality being down, a material impact on the customer's business, or non-existent workarounds. • SEVERITY 2 – This tier includes critical business functionality being impaired or degraded, a time-sensitive material impact affecting production, or the existence of temporary workarounds. • SEVERITY 3 – This tier includes non-critical business functionality being down or impaired, no significant impacts on the current product, or the existence of general support/operation inquiries. <p>Each Severity tier has a targeted response and resolution time.</p> <ul style="list-style-type: none"> • SEVERITY 1 – The targeted response time for a Severity 1 tier issue is less than one hour, and the targeted resolution time is less than 24 hours. • SEVERITY 2 – The targeted response time for a Severity 2 tier issue is less than 12 business hours, and the targeted resolution time is less than two weeks. • SEVERITY 3 –The targeted response time for a Severity 3 tier issue is approximately one business day, and the targeted resolution time is a mutually agreed-upon timeframe between Axon and the agency based on issue prioritization. <p>Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month.</p> <p>Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This helps Axon assess customer satisfaction and ensures that cases are handled in a timely manner.</p>
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is fully able and willing to provide our products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is fully able and willing to provide our products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Axon is able to serve the entire United States and Canada through the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will service all Sourcewell participating entity sectors covered by the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Axon does not have any specific contract requirements or restrictions that apply to participating entities in Alaska and US Territories. In Hawaii, please be aware that local laws and regulations require training at time of device purchase. Therefore, TASER devices must be purchased from an authorized TASER dealer or TASER trainer. Local dealers or trainers in Hawaii are listed online at https://taser.com/pages/hawaii.</p> <p>Whether TASER devices are legal to own or restrictions are in place is dependent on your state's local laws. Agencies can check state requirements for TASERs at https://taser.com/pages/state-requirements.</p> <p>This information should not be construed as legal advice and is offered for information purposes only. Axon strongly recommends that you consult with the state and local laws in your state for up-to-date information regarding the legality of TASER devices in your area.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Axon promotes the use of cooperative contracts to its sales force by utilizing training, webinars, and other internal resources. Axon provides various marketing materials (i.e. product cards, program cards, and specification sheets) for customers' consideration regardless of if the agency chooses to purchase Axon products via a cooperative contract or via an agency-specific contract.</p> <p>Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative.</p> <p>Representative samples of marketing material are included as additional attachments with our proposal.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use technology and digital data to understand our audiences – broken out by users we have identified as well as anonymous users. The goal we're trying to achieve is converting our paid users to owned users through multiple technologies, such as retargeting, remarketing, email, social media, referral sites, search, and directory sites. We do not sell any user data to 3rd parties. By acquiring this data, we are able to find patterns and "look-a-likes" to better predict user flows and marketing efficiency.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative.</p> <p>If awarded a Sourcewell contract, Axon would take the following steps to integrate the contract into its sales process:</p> <ul style="list-style-type: none"> • Announce the award to Axon's US and Canadian sales teams • Add the contract information to Axon's Customer Relationship Management (CRM) tool, Salesforce.com, so that sales reps can easily see all pertinent data • Add information on the contract to upcoming new hire sales trainings
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Axon's e-commerce site requires an authorized login and purchase eligibility to access the system. The platform is intended to make ordering faster, easier, and more efficient. We allow authorized customers to pay by credit card or by Purchase Order when authorized by both the agency and Axon. The site also customizes product visibility, includes contracted pricing for each agency, and acts as one of our many ingestion points for orders. After an order is placed, it is processed just like any other order.</p> <p>As of today, the e-commerce site only supports the sale of hardware and warranties, but we are always looking to expand the number of Axon products we can support. In the next year, we hope to drastically improve our inventory, while also supporting contracts and extended warranties.</p> <p>Axon built our e-commerce site to provide our customers with another way to purchase hardware, and to do so quickly and efficiently. Through the e-commerce site, customers can also get answers to questions regarding RMA requests, invoice concerns, contract inquiries, product information, tax exemptions, etc., when they engage an e-commerce team member. For all inquiries outside our e-commerce team's skill set, they can ensure your questions get routed to the proper resource/contact.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Axon provides standard user training for all proposed products. These costs are included in the professional services portion of the pricing attachment, and Axon employees provide the training.</p> <p>FULL-SCALE DE-ESCALATION TRAINING</p> <p>Axon will combine the delivery of our TASER CEWs to Sourcewell entities with an increased focus on de-escalation training. Axon will work with Sourcewell entities to provide a hybrid training approach including in-person classes as desired and remote/COVID-sensitive training for officers' safety. During project deployment, our professional services team will provide step-by-step explanations and assistance for the deployment of TASER energy weapons. Our professional services team also will provide users with training documentation, including user manuals, which can be used in future training sessions. Additionally, Axon offers online training classes with follow-up onsite training sessions for</p>

user CEW certification and recertification.

Our training aims to provide appropriate insight, skill, and knowledge, promoting all-around safety. We will provide Axon instructor training with the goal of educating instructors who can support the agency's subsequent training needs. With Axon's approach to training, including new content and tools, Axon will help officers reduce risk, retain information, and get hands-on experience with your devices before using them in the field.

Standard TASER energy weapon and VR training for Sourcewell entities may include, but is not limited to the following:

- TASER Operator Training (Tiers 1 -5, based on agency size)
- TASER 7 Instructor School
- TASER 7 Master Instructor School
- CEW Master Instructor School
- CEW 2 Day Product-Specific Instructor Course
- Community Engagement Training VR (based on agency size)

Training has always been a vital component in Axon's aim of increasing safety through technology. Thoughtfully designed, expert-led training programs will ensure officers are properly equipped to use TASER weapons, as well as other Axon products, safely and effectively.

With the proposed TASER training courses, Sourcewell entities can be confident in Axon's training program, which implements advanced technology to incite deeper learning.

AXON ACADEMY TRAINING

Axon Academy provides training on the use and maintenance of all TASER CEWs and Axon Evidence services. Training is geared toward the specific needs of law enforcement. CEW functions, medical issues, device maintenance and personal safety are just a few of the topics covered in the offered courses.

Through Axon Academy—our on-demand Learning Management System—Axon offers online, interactive courses to introduce TASER products and familiarize officers with the new CEW, including the science, components, and their intended use.

IN-PERSON TRAINING

Reimagined in-person training, including our TASER Master Instructor school, allows officers to build upon the knowledge and experiences imparted by online and virtual reality training programs. Axon developed a training suit and accompanying training cartridges that make it safer than ever to practice CEW deployments and encourage more hands-on preparation with the TASER before field use.

ENHANCED VR TRAINING

Axon Virtual Reality Training can provide Sourcewell entities with a low-cost, easily-accessible training option to support your Use of Force or Crisis Intervention (CIT) training programs. Produced in collaboration with experts in crisis intervention, as well as clinicians and behavioral analysts, Axon's VR-based content is delivered in 360-video displayed on an HTC VIVE Focus Plus headset. This provides trainees with a first-person point-of-view of both a subject in crisis and a responding officer in various scenarios. While using the VR training simulator, agents/officers will have an opportunity to experience both viewpoints to better understand a situation, and then they must attempt to de-escalate the situation and reach a successful outcome.

The VIVE Focus Plus headset is an all-in-one VR headset that enables VR content to be distributed on a self-contained unit, eliminating the need to attach the headset to a PC, or place stationary trackers around a room as with other VR training solutions. Users can easily access the content by simply putting on the headset and accessing the Axon VR application. Because all the hardware and content are contained in the headset, multiple headsets can be distributed across multiple locations to streamline training across your organization.

LEARNING OBJECTIVES

By implementing Axon's training scenarios, trainees will:

- Gain a better understanding of what an individual in crisis is experiencing as law enforcement is called on the scene
- Be able to describe basic symptomology of psychiatric or developmental conditions
- Be able to identify best practices in verbal de-escalation and the use of force for individuals in crisis

AVAILABLE AND UPCOMING MODULES

Axon currently offers VR training modules that cover:

- DOMESTIC VIOLENCE – Helps officers identify if a person in the field might be a victim of domestic violence and equips them with tools to communicate more effectively
- SCHIZOPHRENIA – Provides strategies to better assist a person in the field suffering from Schizophrenia.
- AUTISM – Helps officers identify if a person in the field may have Autism and equips

		<p>them with tools to communicate more effectively</p> <ul style="list-style-type: none"> • SUICIDAL IDEATION – Helps officers respond to an individual in crisis who may be experiencing suicidal ideation • HARD OF HEARING – Helps officers identify if a person in the field has hearing loss and equips them with tools to communicate more effectively • ALZHEIMER’S/DEMENTIA – Provides strategies to better assist a person in the field who may be suffering from Alzheimer’s/Dementia • PEER INTERVENTION – Helps officers determine when to intervene should a fellow deputy act inappropriately and/or deploy excessive force in the field • OFFICER POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify, mitigate, and cope with traumas they or their colleagues may encounter in the field • COMMUNITY POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify if a person they are addressing in the field is experiencing some form of PTSI <p>An average training scenario length is 5 minutes – 15 minutes and is accessible through Axon’s online learning management system, Axon Academy.</p> <p>As technology evolves, there are always new things to learn and new ways to learn them. We are dedicated to improving our VR-training services to best assist Sourcewell entities.</p>
<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>As a company that strives to advance the efforts of public safety through technology whenever possible, Axon builds each product to be advanced and cutting-edge in its capabilities.</p> <p>The TASER energy weapon was officially introduced to law enforcement in 1998. Since then, we have been working tirelessly to further advance and refine the technology behind the lifesaving TASER energy weapon, while building a fully integrated platform of digital evidence capture and management software. Axon now represents a complete network of devices, applications, and services that leverage the latest technological innovations.</p> <p>Our continued dedication to the TASER energy weapon, successful endeavors into other areas of connected law enforcement technologies, and close partnerships with thousands of agencies around the globe have informed the development of the TASER 7 energy weapon—our most effective and intelligent TASER yet.</p> <p>Details for product technological advances are provided under the headers below.</p> <p>TASER 7 The TASER 7 field-tested device offers the following life-saving features that can help lead to safer outcomes:</p> <ul style="list-style-type: none"> • Close-Range Optimization – 93% increased probe spread at close range, where 85% of deployments occur, according to agency reports • New Device Management Workflow – Administrators can assign devices in seconds with the Axon Device Manager application, and update firmware, upload logs and recharge the battery simply by docking it and walking • Improved Darts – TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles • Adaptive Cross-Connect – Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects. <p>TASER X2 The TASER X2 field-tested device offers the following life-saving features that can help lead to safer outcomes:</p> <ul style="list-style-type: none"> • A warning arc to prevent conflict from escalating and to reduce the risk of injury • Double-shot support in the event of a missed shot • Dual lasers to improve accuracy while aiming from varying distances • Cross-Connect technology to improve the strength of probe connections • Smart cartridge neuromuscular Incapacitation (NMI) technology to immobilize a suspect <p>TASER X26P The TASER X26P field-tested device offers the following life-saving features that can help lead to safer outcomes:</p> <ul style="list-style-type: none"> • A small and compact design that is easy to operate • A forward-facing design to make reloading easier in tense situations • Single-shot support to safely stop and detain a suspect • Neuromuscular Incapacitation (NMI) technology to immobilize a suspect <p>AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM) The Signal Performance Power Magazine (SPPM) is a battery accessory for TASER X2 and TASER X26P energy weapons. The TASER energy weapon battery reports to your camera when your weapon is armed so it can start recording, and logs the moment the trigger is pulled and the arc is engaged. Axon Signal technology lets officers focus on the critical situation in front of them, not on activating their camera. The SPPM allows you to automatically record events without lifting a finger, so you can</p>

		<p>focus on the situation in front of you.</p> <p>AXON VR In 2018, Axon began developing a VR solution, which led to the advent of our Community Engagement Training. Since then, we've partnered with more than 1,000 clients to deliver our solution as part of their training protocols. Over the past 4 years, Axon has built a team of VR-industry professionals who have worked at HTC and Microsoft, as well as various VR-focused gaming companies. Altogether, our VR team offers more than 30 years of experience working in the VR industry.</p> <p>As of 2021, Axon maintains a strategic partnership with HTC—who is one of the founding companies in the VR space—as an integrated solution vendor. We partner directly with the HTC engineering team to ensure seamless integration between their hardware and our software. By doing so, Axon can offer Sourcewell entities proven and reliable equipment that integrates with TASER 7 energy weapons and Axon Evidence. Whether training new recruits or veterans of the force, Sourcewell can benefit from our advanced VR technology and years of industry experience.</p> <p>Our latest Axon VR solution launched in Q1 2022.</p> <p>AVAILABLE AND UPCOMING MODULES Axon currently offers VR training modules that cover:</p> <ul style="list-style-type: none"> • DOMESTIC VIOLENCE – Helps officers identify if a person in the field might be a victim of domestic violence and equips them with tools to communicate more effectively • SCHIZOPHRENIA – Provides strategies to better assist a person in the field suffering from Schizophrenia. • AUTISM – Helps officers identify if a person in the field may have Autism and equips them with tools to communicate more effectively • SUICIDAL IDEATION – Helps officers respond to an individual in crisis who may be experiencing suicidal ideation • HARD OF HEARING – Helps officers identify if a person in the field has hearing loss and equips them with tools to communicate more effectively • ALZHEIMER'S/DEMENTIA – Provides strategies to better assist a person in the field who may be suffering from Alzheimer's/Dementia • PEER INTERVENTION – Helps officers determine when to intervene should a fellow deputy act inappropriately and/or deploy excessive force in the field • OFFICER POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify, mitigate, and cope with traumas they or their colleagues may encounter in the field • COMMUNITY POST-TRAUMATIC STRESS INJURY (PTSI) – Helps officers identify if a person they are addressing in the field is experiencing some form of PTSI <p>An average training scenario length is 5 minutes – 15 minutes and is accessible through Axon's online learning management system, Axon Academy.</p> <p>As technology evolves, there are always new things to learn and new ways to learn them. We are dedicated to improving our VR-training services to best assist Sourcewell entities.</p>
<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>Axon is continuously searching for opportunities to promote positive environmental practices that include sustainable management of materials during product procurement and end-of-life processes.</p> <p>We allow our vendors to manage the manufacturing of consumables to help reduce Axon's on-hand inventory, as well as the amount of expired product needing to be disposed of. When needed, Axon disposes of hazardous waste through the use of a Resource Conservation and Recovery Act (RCRA) permitted incinerator or fuel blending in RCRA permitted kilns. With these methods, Axon can reduce pollution more effectively than traditional disposal methods.</p> <p>Axon has also adopted the following sustainability measures:</p> <ul style="list-style-type: none"> • We introduced a wire/spool recycling program related to TASER cartridges • We participate in the Travel Reduction Program sponsored by the Maricopa County Air Quality Department with the overall initiative to reduce air pollution in Maricopa County • We've set a goal to reduce employee air travel and commuting through the use of company-wide Zoom video conferencing • <p>Axon also offers the following product end-of-life programs:</p> <ul style="list-style-type: none"> • Provides customers with the ability to recycle their product batteries directly through the nationwide company, Battery Solutions, which also eliminates the need for customers to ship the batteries back to Axon for disposal • Performs an on-site shredding process of returned products not to be refurbished to ensure total breakdown and proper disposal <p>Axon currently commits to recycling cardboard and paper and continues to research and develop initiatives to enhance our recycling programs to include metals, pallets, and plastics.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Axon has adopted the following sustainability measures:</p> <ul style="list-style-type: none"> • We introduced a wire/spool recycling program related to TASER cartridges • We participate in the Travel Reduction Program sponsored by the Maricopa County Air Quality Department with the overall initiative to reduce air pollution in Maricopa County • We've set a goal to reduce employee air travel and commuting through the use of company-wide Zoom video conferencing <p>TASER energy weapons are designed to have an estimated useful life of five years. Additionally, 5-10% of the plastics used in manufacturing our products are made of recycled materials. Metals (zinc, copper wire, etc.) used in manufacturing our products are recyclable in municipal recycling streams.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Axon does not hold any WMBE, SBE, or veteran-owned business certifications.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Axon's goal is to provide Sourcewell entities with the necessary products and services to help make the most of the public safety solutions you count on every day.</p> <p>Axon has been the sole developer of TASER energy weapons for nearly three decades. During this time, we have acquired hundreds of patents and heavily invested in research and development (R&D). With hundreds of R&D employees committed to improving our technology, we are confident we've created an effective and durable less-than-lethal option Sourcewell entities can rely on.</p> <p>Axon has deployed hundreds of thousands of TASER energy weapons all over the world—including in all 50 US states, Canada, and more than 10 other countries. TASER energy weapons have been the focus of more than 800 studies—making them the most studied on the market. The conclusions of these studies are clear: public safety agencies and communities benefit from the adoption of TASER devices. Researchers have confirmed that our devices:</p> <ul style="list-style-type: none"> • Provide life-saving value during use-of-force interactions • De-escalate intense situations and reduce injury • Help reduce the risk of litigation and reduce workers' compensation claims <p>For Sourcewell's convenience and further review, we have included our TASER Energy Weapon Research Index as an additional attachment which provides reference to the hundreds of TASER energy weapon studies that detail the safety and efficacy of these devices.</p> <p>SELECTED TASER STUDIES</p> <p>WAKE FOREST A US DOJ funded study by the Wake Forest University Baptist Medical Center study concluded that 99.75% of 1,201 field uses of TASER weapons in a wide range of drug and alcohol influences, ages, and race resulted in no significant injuries, demonstrating that the TASER device is the safest intermediate use-of-force option for police.</p> <p>HOUSTON STUDY In a longitudinal study, the Houston Police Department saw TASER devices help decrease workers' comp claims by 93%. Deploying alternative means of force has also shown to reduce suspect injuries by as much as 60%.</p> <p>US DEPARTMENT OF JUSTICE In a 5-year TASER safety study by the US Department of Justice, an expert panel of medical professionals concludes that the use of conducted energy devices by police officers on healthy adults does not present a high risk of death or serious injury.</p> <p>In comparing records 24,000+ use of force conflicts from 12 different agencies, a separate DOJ study found the risk of injury to suspects apprehended with TASER brand weapons typically fell more than 60% compared to the risk to suspects who were arrested without the devices, when all other conditions were similar.</p> <p>MACDONALD, ET AL. IN AMERICAN JOURNAL OF PUBLIC HEALTH In a peer-reviewed study, published in the American Journal of Public Health, MacDonald, Kaminski, and Smith examine less-lethal weapons including CEWs. Analyzing data from 12 police departments across 24,380 use-of-force cases involving injury to officers or civilians, this study found that "odds of injury to civilians and officers were significantly lower when police used CED weapons." Overall, the study concluded that when law enforcement agencies responsibly employ less-lethal weapons instead of physical force, injuries can be dramatically reduced.</p>

FERDIK, ET AL. IN POLICE QUARTERLY
Using data from a representative sample of American law enforcement agencies, this independent study in Police Quarterly shows "that less restrictive CED policies are associated with increased CED usage and fewer fatal shootings by police." The results show that agencies policies which allowed wider use of CEDs, were "substantially and significantly associated with decreases in the number of fatal police shootings."

POLICE EXECUTIVE RESEARCH FOUNDATION
A Police Executive Research Foundation study found that CEWs led to fewer officer injuries and fewer suspect injuries. Use of TASER CEWs was associated with a 76% reduction in the chances of an officer being injured compared to agencies that do not use CEWs, and the odds of a suspect being injured were reduced by more than 40% in TASER CEW agencies compared to non-CEW agencies.

THE AMERICAN MEDICAL ASSOCIATION
The American Medical Association assessed that TASER devices are a "safe and effective tool" and "can save lives during interventions" when used appropriately.

AXON VR EXPERIENCE
In 2018, Axon began developing a VR solution, which led to the advent of our Community Engagement Training. Since then, we've partnered with more than 1,000 clients to deliver our solution as part of their training protocols. Over the past 4 years, Axon has built a team of VR-industry professionals who have worked at HTC and Microsoft, as well as various VR-focused gaming companies. Altogether, our VR team offers more than 30 years of experience working in the VR industry.

As of 2021, Axon maintains a strategic partnership with HTC—who is one of the founding companies in the VR space—as an integrated solution vendor. We partner directly with the HTC engineering team to ensure seamless integration between their hardware and our software. By doing so, Axon can offer Sourcewell entities proven and reliable equipment that integrates with TASER 7 energy weapons and Axon Evidence. Whether training new recruits or veterans of the force, Sourcewell can benefit from our advanced VR technology and years of industry experience.

Our latest Axon VR solution launched in Q1 2022.

VALUE OF THE AXON ECOSYSTEM
We've long made the priorities of law enforcement our own, and your challenges ours to solve. When you partner with Axon, you're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer Sourcewell entities the solutions needed to help make the world a safer place. By leveraging the Axon Ecosystem made up of connected devices and apps including TASER energy weapons and VR, Sourcewell entities can better position themselves to keep their officers and communities safe.

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA) uploaded with our response.</p> <p>For some solutions we are authorized resellers of hardware. Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty terms, which have been included in the uploaded MSPA.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Our warranties do not cover the expense of technicians' travel time and mileage to perform warranty repairs.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Axon can provide a certified technician to perform warranty repairs for any geographic regions of the United States or Canada as applicable.</p> <p>Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot these devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer.
51	What are your proposed exchange and return programs and policies?	<p>Axon does not allow exchanges. Please see the uploaded MSPA for full details.</p> <p>The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around time for a full resolution is less than 30 calendar days from receipt of the returned product.</p> <p>Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at returns.axon.com, although return shipping labels are not available via this method.</p> <p>Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.</p>
52	Describe any service contract options for the items included in your proposal.	Please refer to the attached MSPA for full service contract options for the proposed items.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30. For accepted payment methods, Axon can process via P-card if necessary but prefers ACH payments whenever possible.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not offer leasing or financing options. Alternatively, Axon offers a provision in its MSPA which allows for cancellation by the agency if sufficient funds are not appropriated.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible. There is not an additional cost to Sourcwell participating entities for using this process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Product-Category Volume-Based Discount model for Sourcwell participating entities. The discount increases as the order quantity increases. Please see question #58 and the document in the pricing materials section for full details.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Axon is proposing the following discount model based on order quantity. This discount model applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section.</p> <p>Axon is proposing the following discount schedule based on order quantity.</p> <ul style="list-style-type: none"> • Quantity: 1 • Customer Discount % off MSRP: 0.00% • Quantity: 2-99 • Customer Discount % off MSRP: 1.00% • Quantity: 100-249 • Customer Discount % off MSRP: 3.00% • Quantity: 250-499 • Customer Discount % off MSRP: 5.00% • Quantity: 500-999 • Customer Discount % off MSRP: 7.00% • Quantity 1000+ • Customer Discount % off MSRP: 10.00%

59	Describe any quantity or volume discounts or rebate programs that you offer.	Axon is proposing the following discount schedule based on order quantity. <ul style="list-style-type: none"> Quantity: 1 Customer Discount % off MSRP: 0.00% Quantity: 2-99 Customer Discount % off MSRP: 1.00% Quantity: 100-249 Customer Discount % off MSRP: 3.00% Quantity: 250-499 Customer Discount % off MSRP: 5.00% Quantity: 500-999 Customer Discount % off MSRP: 7.00% Quantity 1000+ Customer Discount % off MSRP: 10.00% 	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Axon sells at the sourced party's MSRP. Discounts may be applied in certain situations on sourced items, on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Axon has included all available installation and training options in our pricing. Our sales representatives can discuss options with each participating entity during the ordering process. We encourage agencies to take advantage of our experienced Professional Services team for installation and training, but it is not mandatory. We offer several options at different price points for agencies at various budgets.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery are included in the costs for Alaska, Hawaii, Canada, and offshore delivery to US territories. Please note that all taxes, duties, and customs, where applicable, are the responsibilities of the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping through FedEx upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce.com as its CRM tool and Microsoft Dynamics AX as its enterprise resource-planning tool. When a sales representative provides a customer a quote utilizing the cooperative, the sales representative will select the cooperative contract within Salesforce.com. At the end of the quarter, our Sales Operations team runs a report in Salesforce.com to see all deals that closed the previous quarter for each cooperative that requires reporting. Because a sale could be closed in Salesforce but not actually shipped or invoiced for, we then run that information in Microsoft AX. Microsoft AX allows us to see if the ship date occurred within the reporting quarter and the amount that we invoiced to the customer. Once we have all pertinent data, we put it into an Excel spreadsheet to guide us in reporting the cooperative sales data.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: <ul style="list-style-type: none"> The number of agencies who utilize the cooperative The dollar amount of sales associated with the cooperative The length of time it takes to update the contract after new products/services are announced by Axon
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon will pay 2% on the initial shipment or 1% on a multi-year sale.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Axon is offering a number of products that will fit the needs of Sourcewell participating entities. We have described our various offerings under the headers below and provided product cards and specification sheets as separate attachments for additional details.</p> <p>TASER 7 The TASER 7 energy weapon is a firmware upgradable, 2-shot weapon with an estimated useful life of five years. The TASER 7 energy weapon is manufactured by Axon Enterprise, Inc. (Axon) exclusively.</p> <p>The TASER 7 energy weapon uses two replaceable TASER 7 energy weapon Cartridges (cartridges) containing compressed nitrogen to deploy two small probes that attach to the weapon by insulated conductive wires. The weapon transmits electrical pulses along the wires and into the body. These pulses are designed to affect the sensory and motor functions of the peripheral nervous system and cause involuntary muscle contractions, or Nero Muscular Incapacitation (NMI). It also is possible to produce a Warning Arc display or drive-stun without deploying any of the cartridges loaded in the energy weapon.</p> <p>The TASER 7 energy weapon has an internal memory that stores the operating firmware and a record of every deployment. The TASER 7 energy weapon's log can be uploaded to Axon Evidence for review and storage to ensure proper operation and use of the TASER energy weapons.</p> <p>CONFIDENCE IN THE FIELD The advanced performance of TASER 7 energy weapon leads to greater confidence in the field and provides Sourcewell with the most effective TASER weapon ever. Enhanced connection to the Axon network unlocks streamlined workflows, and it's all backed by groundbreaking training that helps show your commitment to your community.</p> <p>KEY FEATURES</p> <ul style="list-style-type: none"> Close-Range Optimization – 93% increased probe spread at close range,

where 85% of deployments occur, according to agency reports

- New Device Management Workflow – Administrators can assign devices in seconds with the Axon Device Manager application, and update firmware, upload logs and recharge the battery simply by docking it and walking
- Improved Darts – TASER 7 darts fly straighter and faster with nearly twice the kinetic energy for better connection to the target, and the body of the dart breaks away to allow for attainment at tough angles
- Adaptive Cross-Connect – Electricity is intentionally driven between all contacts to maximize the effectiveness of the probe deployment and to help compensate for close probe spreads or clothing disconnects.

KEY SPECIFICATIONS

- Weather Resistant – IP53 Ingress Protection MIL-STD-810G Test Method 510.6 (sand and dust), Method 506.6 (rain) IEC 60529
- Housing – High Impact Polymer
- Operating Temperature – - 4 °F to 122 °F [-20° C to 50° C]
- Drop Test – 4 Feet
- Humidity – 95% Relative, Non-condensing
- Top Laser – High-Visibility Green Class 2
- Bottom Laser – Red Class 2
- Illumination – 210 Lumen Light Emitting Diode (LED)
- Warranty – 1 year from date of receipt
- Service Life – 5 Years (Recommended)

RAPID ARC TECHNOLOGY

New rapid arc technology outperforms all previous TASER energy weapons—even in instances of narrow probe spreads—and adaptive cross-connect helps enable full incapacitation even at close range. Spiral darts fly straighter and faster toward a daylight green laser with nearly double the kinetic energy to compress loose hanging clothing.

CONNECT TO SAVE TIME

TASER 7 energy weapon is the first TASER energy weapon to be wirelessly connected to the Axon network. This lets you unlock new benefits like easier inventory management and firmware updates, all without needing the cable required for previous TASER energy weapons. You can recharge batteries via docking and walking and even assign weapons and accessories in seconds with the Axon Device Manager mobile application.

BETTER TOGETHER: OFFICER SAFETY PLAN 7+

Keep your communities safe and save critical budget by bundling our products and services. Officer Safety Plan 7+ (OSP7+) provides your agency with next-generation devices and software, delivering seamless integration, budget predictability, and automatic upgrades. By investing in an OSP, Sourcewell can create process efficiencies by having your devices and evidence management tools working together on the same network.

TASER X2

The TASER X2 offers double-shot technology that features a backup shot and warning arc to increase voluntary surrenders. We've built the TASER X2 to give officers a less-lethal option to resolve high-conflict situations while limiting harm to themselves and citizens.

KEY FEATURES

This field-tested device offers the following life-saving features that can help lead to safer outcomes:

- A warning arc to prevent conflict from escalating and to reduce the risk of injury
- Double-shot support in the event of a missed shot
- Dual lasers to improve accuracy while aiming from varying distances
- Cross-Connect technology to improve the strength of probe connections
- Smart cartridge neuromuscular Incapacitation (NMI) technology to immobilize a suspect

KEY SPECIFICATIONS

- Weather Resistance – IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)
- Housing – High-impact polymer
- Power Activation – Ambidextrous safety switch
- Operating Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Storage Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Drop Test – 4 feet
- Humidity – 80% non-condensing
- Warranty – 1 year from date of receipt

TASER X26P

The TASER X26P is our smallest and most compact energy weapon. The TASER X26P gives officers the space and time needed to reach peaceful outcomes. More than that, using a non-lethal method of resolving conflict helps build trust amongst the communities you serve.

KEY FEATURES

- Compact Design
- Easier Reload
- Trilogy Logs
- All Digital Platform

KEY SPECIFICATIONS

- Weather Resistance – IEC 60529 IPx2 (rain), MIL-STD-810G Method 510.5, Procedure 1 (dust)
- Housing – High-impact polymer
- Power Activation – Ambidextrous safety switch
- Operating Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Storage Temperature – - 4 °F to 122 °F [-20 °C to 50 °C]
- Drop Test – 4 Feet
- Humidity – 80% non-condensing
- Warranty – 1 year from date of receipt

AXON SIGNAL PERFORMANCE POWER MAGAZINE (SPPM)

- Axon SPPM is a separate battery pack for the TASER X2 and X26P conducted electrical weapons for automatic activation of Axon cameras.
- Shifting the safety switch on the X2 or X26P from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.
- The TASER 7 energy weapon automatically includes built-in Axon Signal functionality and does not require SPPM.

AXON VR

When taking on the challenge of designing a comprehensive VR solution, Axon focused on creating lifelike environments that could be accessed from almost anywhere. With an advanced HTC headset that tracks physical movement, agencies can scale training sessions to fit almost any space. Gone are the days of installing expensive stationary equipment or overburdening trainees with unnecessary accessories. Axon has built a VR training system that is extremely adaptable, not only to physical environments but to the needs of your agency.

Axon VR is comprised of the following components:

- HTC Headset with Simulator and Community Engagement Training Modules
- Glock 17 Training Handle
- TASER 7 Training Handle, Battery Pack, and Dock
- TASER 7 VR Standoff and Close-Quarters Cartridges
- Samsung S7+ Tablet
- Hand-Motion Tracking Bracelet

SIMULATOR TRAINING

Axon's Simulator Training places trainees in a responding deputy's shoes and provides full autonomy within an environment. The trainee can then talk with, interact with, and move about the virtual environment with very few limitations. During a training session, trainees will handle a variety of VR controllers—such as a TASER 7 energy weapon or Glock 17—to practice and train with. Handling these different controllers while in the simulation can help improve muscle memory and instill a familiarity with weapons and devices in tense situations.

Additionally, training facilitators can interact with the trainee in real-time by controlling the actions and responses of simulated characters with a handheld tablet connected to the HTC headset via Wi-Fi. A cloud server processes the interactions, allowing the trainer and trainee to interact together—even if the two are separated.

In the future, our solution will allow trainers to embody and act as one of the other scenario participants, which can introduce erratic behavior or behavior that can incite a crowd, thus exposing a trainee to unpredictable actions.

Different scenario variables—such as the type of situation being responding to and/or the particular trainee weapon being drawn—can be adjusted at the start of every session. Once a session is complete, an after-action report is generated and allows a trainer to grade a trainee on their performance.

In the future, trainers will be able to fully create environments and scenarios from scratch using a custom scenario editor. These scenarios will use virtual subjects meaning no actors are needed, which can help maintain a higher level of consistency in a training environment.

		<p>Our simulator solution was purposefully designed to be easily deployable, without the need for live actors or role-playing. Because the solution uses the advanced VR headset and bracelet for movement tracking, no additional room calibration or sensors are necessary.</p> <p>COMMUNITY ENGAGEMENT TRAINING Our Community Engagement Training focuses on providing key situational learning objectives and de-escalation tactics when encountering a wide variety of scenarios. These trainings are delivered in 360-degree videos with branching narratives, meaning that trainees can select different tactics and responses at key decision points throughout the narrative. This allows trainees to see the steps they can take to de-escalate a scene. Topics range from mental health calls such as Schizophrenic or Suicidal individuals to unique populations such as Hard of Hearing or Autistic individuals to internal challenges within an agency such as Peer Intervention or Officer Suicide. Trainees will have an opportunity to experience both viewpoints to better understand a situation, and then attempt to de-escalate the situation to reach a successful outcome.</p> <p>LEARNING OBJECTIVES By implementing Axon’s Community Engagement Training, trainees will gain a better understanding of what an individual in crisis is experiencing as law enforcement is called on the scene. Additionally, they will be able to describe the basic symptomology of psychiatric or developmental conditions, as well as identify best practices when conducting verbal de-escalations or determining use of force on individuals in crisis. Furthermore, optional online courses are available in Axon Academy that accompany each training topic, so trainees can learn more about the specific conditions, illnesses, or community groups they may encounter.</p> <p>REALISTIC AND IMMERSIVE SCENARIOS Axon utilizes VR headsets to provide trainees with an accurate first-person perspective of an individual in a state of crisis that otherwise could not be experienced. Given that VR has been shown to have higher rates of memory retention than traditional educational tools, these trainings will increase a trainee’s application of learned soft skills in difficult, high-stakes situations.</p> <p>EFFECTIVE TRAINING Axon has worked with experts in crisis intervention and mental health to develop a truly informative and empathetic experience for subjects undergoing symptoms of Schizophrenia, Autism Spectrum Disorder, and Suicidal Ideations. By using Axon’s VR modules to better understand the symptoms and stressors of a variety of mental health disorders, trainees will have the knowledge to confidently interact with individuals experiencing conditions that would prohibit them from complying with a deputy’s verbal commands.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our included pricing is split into the following subcategories for US pricing and for Canadian pricing: <ul style="list-style-type: none"> • TASER 7 Hardware and Accessories • TASER X2 Hardware and Accessories • TASER X26P Hardware and Accessories • Axon Virtual Reality (VR) Software, Hardware, and Accessories • Professional Services – TASERS • Professional Services – Axon VR • Warranties – TASERS • Warranties – Avon VR • Miscellaneous TASER Hardware and Accessories • TASER Bundles

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
71	Devices and tools which deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject;	<input checked="" type="radio"/> Yes <input type="radio"/> No	The proposed TASER 7, TASER X2, and TASER X26P devices and tools have been designed to deliver a high voltage, low amperage electrical charge, via probes ejected from the device or the device itself, which is designed to be less lethal and incapacitate a subject for the purposes of law enforcement taking the subject into custody or controlling the subject. *
72	Parts and accessories, including belts, holsters, pouches, batteries, replacement cartridges, designed for duty deployment of the above devices described in Line 71 above, along with systems and applications which assist in managing, maintaining, and recovering data from the device;	<input checked="" type="radio"/> Yes <input type="radio"/> No	The proposed TASER accessories include belt loops/clips, holsters, batteries, and replacement cartridges designed for duty deployment with those devices described in line 71 above. Additionally, Axon has proposed the necessary Axon systems and applications which assist in managing, maintaining, and recovering data from the TASER devices. *
73	Related services, including maintenance, repair, training, service, and maintenance agreements.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Axon has proposed the associated installation and training services for the TASER items listed in questions 71 and 72 in our pricing. * Please refer to the attached MSPA for details on maintenance and repair terms and conditions.

Table 15: Industry Specific Questions

Line Item	Question	Response *
74	Do your products have any state or federal authorizations for use?	<p>Yes, whether TASER devices are legal to own or restrictions are in place is dependent on your state's local laws. Agencies can check state requirements for TASERs at https://taser.com/pages/state-requirements.</p> <p>This information should not be construed as legal advice and is offered for information purposes only. Axon strongly recommends that you consult with the state and local laws in your state for up-to-date information regarding the legality of TASER devices in your area.</p>
75	Do your products meet any nationally recognized law enforcement standards (e.g. Department of Justice – DOJ or National Institute of Justice – NIJ) or security standards (e.g. Criminal Justice Information Services – CJIS)?	Yes, the proposed Axon products meet nationally recognized law enforcement standards for the DOJ and NIJ and security standards for CJIS.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell Co-op CEW Pricing_9.26.22.pdf - Monday September 26, 2022 22:59:44
 - [Financial Strength and Stability](#) - Financial Strength and Stability Attachments.zip - Monday September 26, 2022 23:08:27
 - [Marketing Plan/Samples](#) - Marketing Plan Sample Documents.zip - Monday September 26, 2022 23:07:27
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - Sample Transaction Doc_COOP_Sourcewell CEW_MSPA.pdf - Monday September 26, 2022 23:10:56
 - [Upload Additional Document](#) - Additional Attachments.zip - Monday September 26, 2022 23:13:32

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Robert E. Driscoll, Jr., VP, Associate General Counsel and Assistant Corporate Secretary, Axon Enterprise, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Conducted_Energy_Weapons_RFP_092722 Mon September 19 2022 04:33 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Conducted_Energy_Weapons_RFP_092722 Wed August 17 2022 03:13 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT #092722-AXN**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise Inc.** (Supplier).

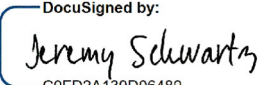
Sourcewell awarded a contract to Supplier to provide Conducted Energy Weapons, to Sourcewell and its Participating Entities, effective February 3, 2023, through November 21, 2026 (Contract).

Supplier has updated its administrative fee terms, found in Line Item 68 under "Table 13: Audit and Administrative Fee." The current language is deleted in its entirety and replaced with the following:

In consideration for the support and services provided by Sourcewell, the Supplier will pay to Sourcewell an administrative fee of 1.05% on all Equipment, Products and Services provided to Participating Entities. For the purpose of calculating the fee, this fee change is effective for all sales made July 1, 2023, onward.

Except as amended above, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 7/14/2023 | 9:00 AM CDT

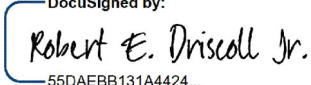
Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coquette, Executive Director/CEO

Date: 7/14/2023 | 10:42 AM CDT

Axon Enterprise Inc.

DocuSigned by:

By: 55DAEBB131A4424...
Robert E. Driscoll, Jr.

Title: VP, Associate General Counsel

Date: 7/14/2023 | 8:20 AM MST

**AMENDMENT #2
TO
CONTRACT #092722-AXN**

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **Axon Enterprise Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Conducted Energy Weapons to Sourcewell and its Participating Entities, effective February 3, 2023, through November 21, 2026.

The parties wish to amend the following terms within the Contract:

- 1. In Section 6, PARTICIPATING ENTITY USE AND PURCHASING, Subsection B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.:

Remove the following text in its entirety:

“Supplier may require the use of its then-current Master Services and Purchasing Agreement (or similar standard terms and conditions document), a copy of which may be found at <https://www.axon.com/sales-terms-and-conditions>.”

Replace with the following:

“The Supplier's TASER Energy Weapon Agreement, attached hereto as Exhibit A, is hereby incorporated into this Contract.”.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 9/3/2024 | 1:44 PM CDT

Axon Enterprise Inc.

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert E. Driscoll Jr.

Title: VP, Associate General Counsel

Date: 9/3/2024 | 11:41 AM MST



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

This TASER Energy Weapon Agreement ("**Agreement**") applies to Agency's TASER 7 or TASER 10 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 or TASER 10 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1. **Term.** The start date is based on the initial shipment of TASER 7 or TASER 10 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 or TASER 10 term will end upon completion of the associated TASER 7 or TASER 10 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 or TASER 10 ship dates, each shipment will have a sixty- (60-) month term, starting on the shipment of TASER 7 or TASER 10 as described above.
2. **Payment.** Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. 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.
3. **Taxes.** Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.
4. **Shipping.** Axon may make partial shipments and ship any hardware provided by Axon under this Agreement ("**Axon Devices**") from multiple locations, including Axon-manufactured Devices, which are a subset of Axon Devices. All shipments are EXW (Incoterms 2020) 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.
5. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
6. **Warranty.**
 - 6.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, 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 one- (1-) year hardware warranty through the extended warranty term. **All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**
 - 6.2. **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 Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
 - 6.2.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured 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-manufactured Device sent to Axon for service.
 - 6.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 6.4. **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. Axon's warranty will be void if Agency resells Axon Devices.

6.4.1. **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. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

6.4.2. **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 twelve (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.**

- 6.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

- 6.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 6.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

7. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
8. **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.
9. **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.
10. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

11. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
12. **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; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
13. **Termination.**
 - 13.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (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.
 - 13.2. **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.
 - 13.3. **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, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (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.
14. **General.**
 - 14.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 14.2. **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.
 - 14.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
 - 14.4. **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.
 - 14.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
 - 14.6. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
 - 14.7. **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.
 - 14.8. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
 - 14.9. **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.
 - 14.10. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This 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.

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

TASER Energy Weapon Axon Evidence Terms of Use Appendix

1 Definitions.

"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence 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 Evidence 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.

2 Subscription Term. The TASER 7 or TASER 10 Axon Evidence Subscription Term begins on the Start Date.

3 Access Rights. Upon Axon granting Agency a TASER 7 or TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 or TASER 10 CEW devices during the TASER 7 or TASER 10 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 or TASER 10 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 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 is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

5 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 Evidence 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.

6 Agency Responsibilities. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. 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 Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 Privacy. Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current

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Department: Legal

Version: 3.0

Release Date: 8/18/2023



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

- 8** **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
- 9** **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. Axon will ensure all Agency Content stored in Axon Evidence remains within the country the Agency is located. Ownership of Agency Content remains with Agency.
- 10** **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:
- 10.1.** The Termination provisions of the TASER 7 or TASER 10 Terms and Conditions apply;
 - 10.2.** Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.
- 11** **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- 12** **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
 - 12.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
 - 12.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 12.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
 - 12.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
 - 12.6.** 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 Evidence; or
 - 12.7.** use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, material in violation of third-party privacy rights, or malicious code.
- 13** **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. During these ninety (90) days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these ninety (90) days. Axon has no obligation to maintain or provide any Agency Content after these ninety (90) days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.



Axon Enterprise, Inc.'s TASER Energy Weapon Agreement

- 14 **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 Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence 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 Evidence 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 the use of Axon Evidence.
- 16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



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Axon Customer Experience Improvement Program Appendix

- 1** **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "**ACEIP Purposes**"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 ACEIP Tier 1.

- 1.1.1.** When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



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notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.



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Professional Services Appendix

If any of the professional services specified below are included on the Quote, this Appendix applies.

1 Utilization of Services. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2 CEW Services Packages. CEW Services Packages are detailed below:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to:</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
<p>TASER CEW inspection and device assignment Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p>Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

3 Smart Weapon Transition Service. The Smart Weapon Transition Service includes:

<p>Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
<p>Return of Old Weapons Axon’s on-site professional service team will ship all old weapons back to Axon’s headquarters. Axon will provide Agency with a Certificate of Destruction</p>

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

4 VR Services Package. VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency’s deployment and determine which Services are appropriate. The VR Service



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training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
<p>Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices</p>

- 5 **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) 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 one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices</p>

- 6 **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

7 **Signal Sidearm Installation Service.**

- 7.1. **Purchases of 50 SSA units or more:** Axon will provide one day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.
- 7.2. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

- 8 **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.

- 9 **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.

- 10 **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



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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.

- 11** **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12** **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 seven (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 seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
- 13** **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.



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 7 Subscription</u>
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start Date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure



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request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
 - 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
 - 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start Date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



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Axon Virtual Reality Content Terms of Use Appendix

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 2 **Headsets.** Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Axon's Virtual Reality Content, Agency must purchase those headsets from Axon.
- 3 **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Content licenses from Axon. Agency may not use Virtual Reality Content for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1 modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; or
 - 3.7 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Content or any copies of Virtual Reality Content.
- 4 **Privacy.** Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-virtual-reality-privacy-policy>.
- 5 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.