

200336

Legistar #  
DISTRICT ALL

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

  x   Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
\_\_\_\_\_ Recommendations of Boards, Commissions & Committees (Green)  
\_\_\_\_\_ Other Business (Pink)

TO: PRESIDENT AND BOARD OF TRUSTEES  
FROM: Scott Niehaus, Village Manager  
DATE: October 6, 2020 AGENDA DATE: October 15<sup>th</sup>, 2020  
TITLE: Approval for Police Department Agreement with Axon Enterprise, Inc.

SUBMITTED BY: Deputy Chief Joseph Grage, Police Department

BACKGROUND/POLICY IMPLICATIONS:

The police department is seeking approval to enter into a five-year agreement with Axon Enterprise, Inc to provide taser devices, supplies, equipment, and training to police department personnel for five years. At a cost of \$22,972.30 in year one and \$50,400 for each subsequent year. A waiver of bids is requested due to Axon Enterprise, Inc being a sole source provider of above.

FISCAL IMPACT/FUNDING SOURCE

Year 1: \$22, 972.30  
Year 2-5: \$50,400.00

Review (as necessary):

Village Attorney X \_\_\_\_\_ Date \_\_\_\_\_  
Finance Director X \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager X \_\_\_\_\_ Date \_\_\_\_\_

NOTE: Materials must be submitted to / approved by the Village Manager's Office by 12:00 pm, Wednesday, prior to the Agenda Distribution.



**To:** Scott Niehaus, Village Manager  
**From:** Deputy Chief Joseph Grage, Police Department  
**Through:** Roy Newton, Chief of Police  
**Date:** October 6th, 2020  
**Subject:** Request for BOT Approval for Agreement with Axon Enterprise, Inc

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**Request for BOT Approval for Agreement with Axon Enterprise, Inc. to Provide Taser Devices.**

Earlier this year the police department was notified by Axon Enterprise, Inc (Axon) that the department's tasers currently in service would be no longer be supported beginning in 2021. This means that the police department would no longer be able to obtain replacement batteries or repairs for these devices moving forward.

The department currently issues tasers to each officer. Deploying the tasers in this manner rather than using a rotating pool of tasers had led to a significant lifespan in the life of the tasers due to the level of personal accountability involved. The tasers being phased out by Axon were purchased between 2004 and 2006 and had an anticipated lifespan of 5 years per Axon. This means that the tasers we have in service now are at about three times their expected lifespan.

Based on the phase out information from Axon, the department requested quotes to replace the current devices with the latest version. Axon now offers five-year subscription (i.e. as a service) based pricing in lieu of purchasing. The advantage to the subscription-based pricing is that everything is included in the price. This means that there are no additional costs for the taser program. Currently, we incur additional annual costs for training, cartridges, and certification. The subscription-based pricing is approximately \$25,000 less over five years when compared to regular purchase pricing. Under the proposed pricing in year one would cost \$22,972.30 and \$50,400 annually in years 2-5.

I have attached a quote from Axon along with the five-year subscription-based agreement for approval by the Board of Trustees. It should be noted that Axon is the manufacturer and sole source vendor for the Taser 7 devices sought. The subscription-based pricing includes all taser devices, supplies, equipment, training, and certification with no additional costs. A waiver of bids is requested due to the fact that the Taser 7 device is desired and Axon is the only source to provide the device as well as the subscription-based pricing. It should also be noted that the pricing reflects additional discounting due to the fact that the agreement could potentially be bundled with squad camera and body camera services from Axon. I have attached the quote from Axon, sole source letter, and agreement for review and approval by the Board of Trustees.

The police department seeks to update this crucial piece of equipment as soon as possible in light of its upcoming obsolescence and to avoid equipment failures such as the one that occurred during the recent police involved shooting in Kenosha, Wisconsin.

**RESOLUTION**  
**R\_\_\_\_\_**

**A RESOLUTION AUTHORIZING SIGNATURE OF  
THE VILLAGE PRESIDENT ON AN AGREEMENT**

**WHEREAS**, the Corporate Authorities of the Village of Lombard have received an Agreement between the Village of Lombard and the Axon Enterprise, Inc. as attached as Exhibit "A"; and

**WHEREAS**, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

**SECTION 1:** That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said Agreement as attached hereto.

**SECTION 2:** That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.  
9

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**Keith T. Giagnoio**  
**Village President**

ATTEST:

\_\_\_\_\_  
**Sharon Kuderna**  
**Village Clerk**

APPROVAL AS TO FORM:

\_\_\_\_\_  
**Thomas P. Bayer**  
**Village Attorney**



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

**Q-268681-44092.761AB**

Issued: 09/18/2020

Quote Expiration: 09/30/2020

Account Number: 109722

Payment Terms: Net 30

Delivery Method: Fedex - Ground

**SHIP TO**

Jim Kohl  
 Lombard Police Dept - IL  
 235 E. WILSON AVE.  
 Lombard, IL 60148  
 US

**BILL TO**

Lombard Police Dept - IL  
 235 E. WILSON AVE.  
 Lombard, IL 60148  
 US

**SALES REPRESENTATIVE**

Ashley Bittl  
 Phone: 480-515-6309  
 Email: abittl@taser.com  
 Fax: (888) 855-5281

**PRIMARY CONTACT**

Jim Kohl  
 Phone: (630) 873-4481  
 Email: kohlj@villageoflombard.org

**Year 1**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	1	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	60	70	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	60	70	0.00	0.00	0.00
<b>Hardware</b>						
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER		70	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		140	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		140	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		70	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		70	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		84	0.00	0.00	0.00

**Year 1 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>						
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR		84	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7		1	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		210	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		210	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		50	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		50	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	70	720.00	288.89	20,222.30
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET		1	0.00	0.00	0.00
20247	TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE	60	70	0.00	0.00	0.00
20249	VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS	60	70	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		1	0.00	0.00	0.00
<b>Services</b>						
85147	CEW STARTER		1	2,750.00	2,750.00	2,750.00
					Subtotal	22,972.30
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	22,972.30

## Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		2	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR		2	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

## Year 1 Trade-In

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>						
20104	TASER 7 TRADE-IN UPFRONT PURCHASE		70	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

## Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	70	720.00	720.00	50,400.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	50,400.00
					Estimated Tax	0.00
					Total	50,400.00

### Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		140	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		140	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	70	720.00	720.00	50,400.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	50,400.00
					Estimated Tax	0.00
					Total	50,400.00

### Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	70	720.00	720.00	50,400.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00

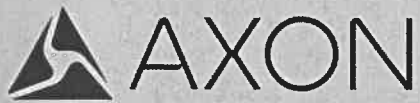
**Year 4 (Continued)**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other (Continued)</b>						
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	50,400.00
					Estimated Tax	0.00
					Total	50,400.00

**Year 5**

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		140	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		140	0.00	0.00	0.00
<b>Other</b>						
20237	TASER 7 CERTIFICATION BUNDLE PAYMENT	12	70	720.00	720.00	50,400.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	50,400.00
					Estimated Tax	0.00
					Total	50,400.00
<b>Grand Total</b>						<b>224,572.30</b>





## Discounts (USD)

Quote Expiration: 09/30/2020

List Amount	254,750.00
Discounts	30,177.70
<b>Total</b>	<b>224,572.30</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	22,972.30
Spares	0.00
Year 1 Trade-In	0.00
Year 2	50,400.00
Year 3	50,400.00
Year 4	50,400.00
Year 5	50,400.00
<b>Grand Total</b>	<b>224,572.30</b>

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

## Axon's Sales Terms and Conditions

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_  
PO# (Or write N/A): \_\_\_\_\_

Please sign and email to Ashley Bittl at [abitl@taser.com](mailto:abitl@taser.com) or fax to (888) 855-5281

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

The trademarks referenced above are the property of their respective owners.

***Axon Internal Use Only***		
		SFDC Contract #: Order Type: RMA #: Address Used: SO #:
Review 1	Review 2	
Comments:		



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SCOTTSDALE, ARIZONA 85255

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6/15/2020

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Energy Weapons**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AR, CT, DE, FL, GA, HI, IA, IL, IN, KS, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

### **TASER CEW Descriptions**

#### **TASER 7 CEW**

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

#### **TASER 7 CQ CEW**

- Multiple-shot CEW for agencies that deploy CEWs mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by



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the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.

- Compatible with 12-degree TASER 7 Cartridges only

### **X2 CEW**

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER Smart Cartridges only

### **X26P CEW**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends



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a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **TASER Brand CEW Model Numbers**

1. Conducted Electrical Weapons (CEWs):
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for CEWs:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 - 4-year extended warranty, item number 22014
  - X26P - 2-year extended warranty, item number 11008
  - X26P - 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 20012
  - Close Quarter cartridge, 12 degrees, Model 20013
4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 34200
  - 21-foot Model: 44200
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 44203
  - 35-foot Model: 44206
5. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
  - 15-foot Model: 22150
  - 25-foot Model: 22151
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
  - 35-foot Model: 22152
6. Power Modules for TASER 7 CEWs:
  - Tactical battery pack Model 22018
  - Compact battery pack Model 22019
7. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763



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8. Power Modules (Battery Packs) for X26P and X2 CEWs:
  - Performance Power Magazine (PPM) Model: 22010
  - Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116
9. TASER 7 Dock:
  - TASER 7 Dock Core and Multi-bay Module: 74200
10. TASER Dataport Download Kits:
  - Dataport Download Kit for the X2 and X26P Model: 22013
11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
12. CEW Holsters:
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
13. TASER Simulation Suit II Model 44550
14. TASER 7 conductive target Model: 80087

### TASER Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P CEW, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
5. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years



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including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.

6. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
7. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.
8. **Unlimited Cartridge Plan:** Allows agency pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
9. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

<b>SOLE AUTHORIZED DISTRIBUTOR FOR TASER BRAND CEW PRODUCTS</b> Choose an item.	<b>SOLE AUTHORIZED REPAIR FACILITY FOR TASER BRAND CEW PRODUCTS</b>
<b>Axon Enterprise, Inc.</b> 17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	<b>Axon Enterprise, Inc.</b> 17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
Chief Revenue Officer  
Axon Enterprise, Inc.

BLACKHAWK! is a trademark of the Blackhawk Products Group, and Safariland is a trademark of Safariland, LLC.

The Delta Axon Logo, Axon, Axon Aware, Axon Citizen, Axon Evidence, Axon Records, Axon Signal, Evidence.com, Smart Cartridge, TASER CAM, Trilogy, X2, X26P, TASER, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are trademarks in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2020 Axon Enterprise, Inc.





## Axon Enterprise, Inc.'s TASER 7 Agreement

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

1. **Term.** The start date is based on initial shipment of TASER 7 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 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have its own 60-month term, starting on the shipment of TASER 7 as described above.
2. **Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty, and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
3. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
4. **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
5. **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon delivery to common carrier by Axon. If Agency requests expedited shipping, Agency is responsible for expedited shipping charges. Any loss or damage during shipment is Agency's responsibility. Shipping dates are estimates only. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.
6. **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
7. **Hardware Limited Warranty.** Axon's manufacturer warranty warrants that its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of receipt. Axon warrants its accessories for 90-days from date of receipt. Expended CEW cartridges are deemed to have operated properly. Extended warranties run from expiration of



## Axon Enterprise, Inc.'s TASER 7 Agreement

the 1-year manufacturer warranty through the term of the extended warranty. Non-Axon manufactured products are not covered by Axon's warranty.

If Axon receives a valid warranty claim during the warranty period, Axon's sole responsibility is to repair or replace the product with the same or like product, at Axon's option. A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever is longer. A replacement item becomes Agency's property and the replaced item becomes Axon's property. For support and warranty service, visit [www.axon.com/support](http://www.axon.com/support). Before delivering product for service, Agency must upload product data to Axon Evidence (Evidence.com) or download it and retain a copy. Axon is not responsible for loss of data or other information contained on the storage media or any part of the product.

8. **Extended Warranty.** If the Quote includes a TASER 7 plan (**TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification**), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. TASER 7 plans extended warranty coverage begins on the Start Date and continues for the Term. If the Quote does not include a TASER 7 plan, Agency may purchase extended warranties to provide coverage.
9. **Warranty Limitations.** Axon's warranty obligations exclude damage related to: (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

**To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

10. **Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.



# Axon Enterprise, Inc.'s TASER 7 Agreement

**11. Trade-In.** If a trade-in discount is on the Quote, 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 discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

**12. Product Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon product warnings.

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

**14. Termination.** If payment for TASER 7 is more than 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:

- 14.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 14.2.** 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 30 days of the date of termination.
- 14.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

**15. Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.

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

**17. Export Compliance.** Each party will comply with all import and export control laws and regulations.

**18. Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.



# Axon Enterprise, Inc.'s TASER 7 Agreement

- 19. **Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 20. **Entire Agreement.** This Agreement, including the Appendices, represent 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. If any portion of this Agreement is held invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

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: \_\_\_\_\_

### TASER 7 Evidence.com Terms of Use Appendix

- 1 **Subscription Term.** The TASER 7 Evidence.com Subscription Term begins on the Start Date.
- 2 **Agency Content. "Agency Content"** means software, data, text, audio, video, images or other content any of Agency's end users (a) run on Evidence.com; (b) cause to interface with Evidence.com; or (c) upload to Evidence.com under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency a TASER 7 Evidence.com subscription, Agency may access and use Evidence.com for the storage and management of data from TASER 7 CEW devices during the TASER 7 Evidence.com Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Evidence.com. 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 and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Evidence.com to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure



## Axon Enterprise, Inc.'s TASER 7 Agreement

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Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program 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 Evidence.com violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Evidence.com. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Evidence.com.

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. Audit log tracking for video data is an automatic feature of Evidence.com that details who accesses Agency Content. 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.** 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 request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.

- 8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

- 9 **Location of 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. For United States agencies, Axon will ensure all Agency Content stored in Evidence.com remains within the United States. 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 Evidence.com immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;

10.2. Agency or an end user's use of or registration for Evidence.com (i) poses a security risk



## Axon Enterprise, Inc.'s TASER 7 Agreement

to Evidence.com or any third party, (ii) may adversely impact Evidence.com 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 and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com due to suspension, except as specified elsewhere in this Agreement.

- 11 Evidence.com Warranty.** Axon warrants that Evidence.com 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 Evidence.com.
- 12 Evidence.com Restrictions.** All Evidence.com 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 Evidence.com;
  - 12.2.** reverse engineer, disassemble, or decompile Evidence.com or apply any other process to derive any source code included in Evidence.com, or allow any others to do the same;
  - 12.3.** access or use Evidence.com with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4.** use trade secret information contained in Evidence.com, except as expressly permitted in this Agreement;
  - 12.5.** access Evidence.com to build a competitive product or service or copy any features, functions, or graphics of Evidence.com;
  - 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 Evidence.com ; or
  - 12.7.** use Evidence.com to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code.
- 13 After Termination.** Axon will not delete Agency Content for 90 days following termination. During this 90-day period, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Evidence.com during this 90-day period other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in Evidence.com. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Evidence.com.
- 14 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data



## Axon Enterprise, Inc.'s TASER 7 Agreement

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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 Evidence.com on behalf of U.S. Federal department, Evidence.com 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 Evidence.com on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Evidence.com.
- 16 Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Evidence.com Warranty, and Evidence.com Restrictions.

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