



First Amendment to Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Town of Castle Rock ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("**Agreement**"), which is attached hereto as Exhibit 1.

The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. Axon Fleet Appendix
 - b. Quote Q-387977
 - c. Quote Q-390693
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
3. Subject to Clause 17 Termination of the Agreement, the continuance of this Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Agency.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Robert Driscoll
Name: _____

VP, Associate General Counsel
Title: _____

Date: _____

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Dave Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Jack Cauley, Chief of Police



First Amendment to Master Services and Purchasing Agreement

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade



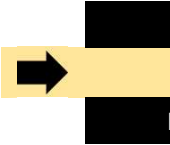
First Amendment to Master Services and Purchasing Agreement

secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination**. Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Axon Enterprise, Inc.
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International: +1.800.978.2737



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SALES REPRESENTATIVE	
Kevin Watson Phone: (480) 463-2203 Email: kwatson@axon.com Fax: (480) 463-2203	

Quote Summary

Program Length	60 Months
TOTAL COST	\$399,600.00
ESTIMATED TOTAL W/ TAX	\$399,600.00

Discount Summary

Average Savings Per Year	
TOTAL SAVINGS	

Payment Summary

Date	Subtotal	T
Feb 2023	\$79,920.00	\$0
Feb 2024	\$79,920.00	\$0
Feb 2025	\$79,920.00	\$0
Feb 2026	\$79,920.00	\$0
Feb 2027	\$79,920.00	\$0
Total	\$399,600.00	\$0

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal
Program							
Fleet3ARe	Fleet 3 Advanced Renewal	45	60	\$183.85	\$148.00	\$148.00	\$399,600
A la Carte Hardware							
72036	FLEET 3 STANDARD 2 CAMERA KIT	45			\$2,405.00	\$0.00	\$2,405.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	1			\$2,405.00	\$0.00	\$2,405.00
Total							\$399,600

Delivery Schedule

Hardware

Bundle	Item	Description
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT

Software

Bundle	Item	Description	QTY	Estimate
Fleet 3 Advanced Renewal	80400	FLEET , VEHICLE LICENSE	45	03/
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	45	03/
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	45	03/
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	90	03/

Services

Bundle	Item	Description
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)

Warranties

Bundle	Item	Description	QTY	Estimate
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	45	02/
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/

Payment Details

Feb 2023				
Invoice Plan	Item	Description	Qty	Subtotal
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	45	\$0.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	\$0.00
Total				\$79,920.00

Feb 2024				
Invoice Plan	Item	Description	Qty	Subtotal
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
Total				\$79,920.00

Feb 2025				
Invoice Plan	Item	Description	Qty	Subtotal
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
Total				\$79,920.00

Feb 2026				
Invoice Plan	Item	Description	Qty	Subtotal
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
Total				\$79,920.00

Feb 2027				
Invoice Plan	Item	Description	Qty	Subtotal
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00
Total				\$79,920.00

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate shows prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet Management purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agilent data to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is hereby incorporated by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, 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 for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, you are not authorized to sign this Quote.

Exceptions to Standard Terms and Conditions

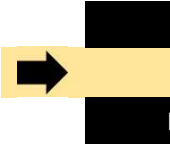
This quote is contingent upon Agency payment of any and all outstanding invoices of contract #00044209.

6/6/2022





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Scottsdale, Arizona 85255
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International: +1.800.978.2737



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Delivery;Invoice-100 Perry St 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock, CO 80104-2486 USA Email:

SALES REPRESENTATIVE	
Kevin Watson Phone: (480) 463-2203 Email: kwatson@axon.com Fax: (480) 463-2203	

Quote Summary

Program Length	60 Months
TOTAL COST	\$29,095.40
ESTIMATED TOTAL W/ TAX	\$29,095.40

Discount Summary

Average Savings Per Year	
TOTAL SAVINGS	

Payment Summary

Date	Subtotal	Tax
Feb 2023	\$5,819.08	\$0
Feb 2024	\$5,819.08	\$0
Feb 2025	\$5,819.08	\$0
Feb 2026	\$5,819.08	\$0
Feb 2027	\$5,819.08	\$0
Total	\$29,095.40	\$0

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal
A la Carte Software							
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	60		\$25.00	\$25.00	\$4,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$29.17	\$29.17	\$3,500.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60		\$99.00	\$87.90	\$21,096.00
Total							\$29,096.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimate
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	03/
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	03/
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	03/

Payment Details

Feb 2023				
Invoice Plan	Item	Description	Qty	Subtotal
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08

Feb 2024				
Invoice Plan	Item	Description	Qty	Subtotal
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08

Feb 2025				
Invoice Plan	Item	Description	Qty	Subtotal
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08

Feb 2026				
Invoice Plan	Item	Description	Qty	Subtotal
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08

Feb 2027				
Invoice Plan	Item	Description	Qty	Subtotal
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00
Total				\$5,819.08

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Axon Master Services and Purchasing Agreement:

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ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agilent data to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is hereby incorporated by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, 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 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 contact your legal counsel.

Exceptions to Standard Terms and Conditions

Agency has existing contract #00047534 (originated via Q-318894) and is terminating that contract upon the new license start date (3/1/2023).

The parties agree that Axon is granting a refund of \$2,665.00 to refund paid, but undelivered services. This discount is based on a standard license start date of 2/15/2023, resulting in a 3/1/2023 license date. Any change in this date and resulting license start date will result in modification of this agreement and may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices.

6/6/2022

