

**CONTRACT FOR GOODS
TILLAMOOK COUNTY AND AXON ENTERPRISE, INC.
SHERIFF'S OFFICE BODY CAMERAS**

This contract is entered into, in duplicate, by and between TILLAMOOK COUNTY, a political subdivision of the State of Oregon, hereafter called "county", and AXON ENTERPRISE, INC., hereafter called "contractor", for the project entitled "SHERIFF'S OFFICE BODY CAMERAS", hereinafter called "contract". The mutual promises of each are given in exchange and as consideration for, the promises of the other.

Contractor and county mutually covenant and agree as follows:

1. The GRAND TOTAL PRICE for the goods provided by contractor to county shall be in the amount quoted in the "Bid Form" and shall not exceed One Hundred Sixty-Three Thousand Eight Hundred Fifty-Four and 19/100 Dollars, (\$163,854.19) in accordance with the payment schedule.
2. The time of completion for this contract is April 30, 2026.
3. The following "contract documents" are attached and are specifically incorporated herein in their entirety by reference:
 - 3.1 This Contract;
 - 3.2 Public Contract Provisions;
 - 3.3 Quote Dated 4/11/2022; and
 - 3.4 League of Oregon Cities Contract No. PS20270.

Contractor agrees as follows:

4. In consideration of the sums to be paid by county in the manner and at the times provided and in consideration of the other covenants and agreements contained herein, contractor agrees to provide the goods herein described. This contract shall be binding upon the contractor's heirs, executors, administrators, successors and assigns.
5. Contractor shall faithfully complete and perform all of the obligations of the contract and in particular, shall promptly, as due, make payment of all just debts, dues, demands and obligations incurred in the performance of said contract; and shall not permit any lien or claim to be filed or prosecuted against the county, its agents or employees.
6. Contractor shall hold the county harmless for any liens, claims, damages or other liabilities of the contractor related to its negligent performance of this contract or willful misconduct. Contractor shall indemnify and save harmless the county from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and

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expenses of litigation for personal or property damage to contractor or to third parties arising out of contractor's performance of the duties required by this contract.

County agrees as follows:

7. In consideration of the faithful performance of all of the obligations, general and special, herein set out in accordance with the county and to its satisfaction, the county agrees to pay to the contractor the amount earned and to make such payments in the manner and at the times provided herein and in the schedule of contract prices.

The parties mutually agree as follows:

8. Miscellaneous

8.1 Integration

This contract supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties.

8.2 Savings

Should any clause or section of this contract be declared by a court to be void or voidable, the remainder of this contract shall remain in full force and effect.

8.3 Waiver; Modification

Failure to enforce any provision of this contract does not constitute a continuing waiver of that provision, any other provision or of the entire contract. The rights and duties under this contract shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of both parties.

8.4 Jurisdiction; Law

This contract is executed in the State of Oregon and is subject at all times to Tillamook County Ordinances and Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.

8.5 Attorney Fees

Attorney fees, costs and disbursements necessary to enforce this contract through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

8.6 Notices

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Any notice required or permitted under this contract shall be in writing and deemed given when:

- 8.6.1. Actually delivered, or
- 8.6.2. Three (3) days after deposit in the United States Mail, certified, postage prepared, addressed to the other party at their last known address.

ACKNOWLEDGEMENT: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS CONTRACT. EACH PARTY REPRESENTS BY THEIR SIGNATURES BELOW TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE PARTY IN CONTRACT.

Approved as to form and content this 14th day of April, 2022.


 Rachel Hayes
 Contract Officer

Dated this ____ day of _____, 2022.

CONTRACTOR: AXON ENTERPRISE, INC.

DocuSigned by:

 55DAEBB131A4424...

4/20/2022 | 4:23 PM MST

Bobby Driscoll
 17800 N 85th Street
 Scottsdale, Arizona, 85255
 480-930-4484
 bobby@axon.com

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Dated this ____ day of _____, 2022.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Aye Nay Abstain/Absent

David Yamamoto, Chair

___ ___ ___/___

Erin D. Skaar, Vice-Chair

___ ___ ___/___

Mary Faith Bell, Commissioner

___ ___ ___/___

ATTEST: Tassi O'Neil,
 County Clerk

APPROVED AS TO FORM:

By: _____
 Special Deputy

Joel W. Stevens
County Counsel

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PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's or its obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Unless otherwise exempt under applicable law or regulations, Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) hours in any one (1) week, except in cases of necessity, emergency, or where public policy absolutely requires it, and in such cases, contractor shall pay the

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employee at least time and one-half (1 and 1/2) pay for all overtime in excess of eight (8) hours a day or forty (40) hours in any one (1) week when the work is five (5) consecutive days, Monday through Friday; or for all overtime in excess of ten (10) hours a day or forty (40) hours in any one (1) week when the work week is four (4) consecutive days, Monday through Friday, and for all work performed on Saturday and on any legal holidays as specified in ORS 279B.020.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.
12. Contractor's Compliance with Tax Laws
 - A. Contractor must, throughout the duration of this contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 13.3.1 through 13.3.4 of this contract.
 - B. Any violation of subsection A of this section shall constitute a material breach of this contract. Further, any violation of contractor's warranty, in subsection 13.3 of this contract, that contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this contract. Any violation shall entitle county to terminate this contract, to pursue and recover any and all damages that arise from the breach and the termination of this contract, and to pursue any or all of the remedies available under this contract, at law, or in equity, including but not limited to:
 1. Termination of this contract, in whole or in part;
 2. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to contractor, in an amount equal to county's setoff right, without penalty; and

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3. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of contractor's breach of this contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement services.
 - C. These remedies are cumulative to the extent the remedies are not inconsistent, and county may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.
13. Contractor's Representations and Warranties

Contractor represents and warrants to county that:

- A. Contractor has the power and authority to enter into and perform this contract.
- B. This contract, when executed and delivered, is a valid and binding obligation of contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this contract, faithfully has complied with:
 1. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
 2. Any tax provisions imposed by a political subdivision of this state that applied to contractor, to contractor's property, operations, receipts, or income, or to contractor's performance of or compensation for any work performed by contractor;
 3. Any tax provisions imposed by a political subdivision of this state that applied to contractor, or to goods, services, or property, whether tangible or intangible, provided by contractor; and
 4. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any goods or equipment delivered to county under this contract, and contractor's services rendered in the performance of contractor's obligations under this contract, shall be provided to county free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

END OF PUBLIC CONTRACT PROVISIONS



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-355156-44662.897KH

Issued: 04/11/2022

Quote Expiration: 04/30/2022

EST Contract Start Date: 05/01/2022

Account Number: 108971

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Business;Delivery;Invoice-5995 Long Prairie Rd 5995 Long Prairie Rd Tillamook, OR 97141-9689 USA	Tillamook County Sheriff's Office - OR 5995 Long Prairie Rd Tillamook, OR 97141-9689 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Hunt Phone: Email: huntk@axon.com Fax: (480) 930-4484	Phone: (503) 815-3340 Email: mkelly@co.tillamook.or.us Fax: (503) 815-3195

Program Length	60 Months
TOTAL COST	\$163,854.19
ESTIMATED TOTAL W/ TAX	\$163,854.19

Bundle Savings	\$24,631.21
Additional Savings	\$17,376.50
TOTAL SAVINGS	\$42,007.71

PAYMENT PLAN			
PLAN NAME	INVOICE DATE	TAX AMOUNT	AMOUNT DUE
Year 1	Apr, 2022	\$0.00	\$27,761.26
Hardware	Apr, 2022	\$0.00	\$25,047.80
Year 2	Apr, 2023	\$0.00	\$27,761.28
Year 3	Apr, 2024	\$0.00	\$27,761.28
Year 4	Apr, 2025	\$0.00	\$27,761.28
Year 5	Apr, 2026	\$0.00	\$27,761.29

Quote Details

Bundle Summary		
Item	Description	QTY
BasicLicense	Basic License Bundle	10
AB31BD	AB3 1-Bay Dock Bundle	5
AB3C	AB3 Camera Bundle	30
AB3MBD	AB3 Multi Bay Dock Bundle	2
ProLicense	Pro License Bundle	24
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	5
BWCamTAP	Body Worn Camera TAP Bundle	30
DynamicBundle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1
DynamicBundle	Dynamic Bundle	1

Bundle: Dynamic Bundle Quantity: 1 Start: 5/1/2022 End: 4/30/2027 Total: 30600 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	900	\$0.40	0.00%	\$0.00	\$0.40	\$21,600.00
Other	73449	RESPOND DEVICE LICENSE	30	\$5.00	0.00%	\$0.00	\$5.00	\$9,000.00

Bundle: Basic License Bundle Quantity: 10 Start: 5/1/2022 End: 4/30/2027 Total: 7200 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73840	EVIDENCE.COM BASIC LICENSE	10	\$15.00	20.00%	\$0.00	\$12.00	\$7,200.00
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	10	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: AB3 1-Bay Dock Bundle Quantity: 5 Start: 5/1/2022 End: 4/30/2027 Total: 1000 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
1-Bay Dock	74211	AXON BODY 3 - 1 BAY DOCK	5	\$200.00	0.00%	\$0.00	\$200.00	\$1,000.00

1-Bay Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	5	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
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Bundle: AB3 Camera Bundle Quantity: 30 Start: 5/1/2022 End: 4/30/2027 Total: 20970 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	30	\$699.00	0.00%	\$0.00	\$699.00	\$20,970.00
Spare Camera	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Camera Mount	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	33	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	33	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: AB3 Multi Bay Dock Bundle Quantity: 2 Start: 5/1/2022 End: 4/30/2027 Total: 3077.8 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock	74210	AXON BODY 3 - 8 BAY DOCK	2	\$1,495.00	0.00%	\$0.00	\$1,495.00	\$2,990.00
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	\$0.00	0.00%	\$0.00	\$0.00	\$0.00
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	\$43.90	0.00%	\$0.00	\$43.90	\$87.80

Bundle: Pro License Bundle Quantity: 24 Start: 5/1/2022 End: 4/30/2027 Total: 44366.4 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE	24	\$39.00	21.00%	\$0.00	\$30.81	\$44,366.40
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	72	\$0.00	0.00%	\$0.00	\$0.00	\$0.00

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 2 Start: 5/1/2022 End: 4/30/2027 Total: 3540 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	2	\$21.00	60.56%	\$0.00	\$8.28	\$993.85
Multi-Bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	2	\$1,585.00	60.56%	\$0.00	\$625.10	\$1,250.20
Multi-Bay Dock Refresh	73688	MULTI-BAY BWC DOCK 2ND REFRESH	2	\$1,643.00	60.56%	\$0.00	\$647.97	\$1,295.95

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Bundle: Body Worn Camera Single-Bay Dock TAP Bundle Quantity: 5 Start: 5/1/2022 End: 4/30/2027 Total: 2700 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Dock Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	5	\$5.50	29.13%	\$0.00	\$3.90	\$1,169.29
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	5	\$212.00	29.13%	\$0.00	\$150.24	\$751.18
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	5	\$220.00	29.13%	\$0.00	\$155.91	\$779.53

Bundle: Body Worn Camera TAP Bundle Quantity: 30 Start: 5/1/2022 End: 4/30/2027 Total: 50400 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	30	\$11.67	26.41%	\$0.00	\$8.59	\$15,458.85
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	31	\$741.00	26.41%	\$0.00	\$545.32	\$16,904.94
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	31	\$768.00	26.41%	\$0.00	\$565.19	\$17,520.91
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	1	\$11.67	26.41%	\$0.00	\$8.59	\$515.29

Bundle: Dynamic Bundle Quantity: 1 Start: 5/1/2022 End: 4/30/2027 Total: 0 USD								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Other	85144	AXON STARTER	1	\$2,750.00	100.00%	\$0.00	\$0.00	\$0.00
Other	11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	33	\$31.30	100.00%	\$0.00	\$0.00	\$0.00

INDIVIDUAL ITEMS								
Category	Item	Description	QTY	List Price	Discount	Tax	Net Price	Total(USD)
Total:								0

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract League of Oregon Cities (fka NPP) Contract No. PS20270 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

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 and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein 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 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 Signed

4/11/2022

Eighth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Pricing Update, Product Line Addition and Product Line Subtraction

This Amendment to the Master Price Agreement is entered into this 20th day of January 2021 by LEAGUE OF OREGON CITIES LOC (“Purchaser”) and AXON ENTERPRISE, INC. (“Vendor”) based upon the sales and/or service of LAW ENFORCEMENT EQUIPMENT.

RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20270 on or about June 8, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the First Amendment to the Master Price Agreement on or about July 20, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Second Amendment to the Master Price Agreement on or about August 20, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Third Amendment to the Master Price Agreement on or about February 26, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fourth Amendment to the Master Price Agreement on or about May 19, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Fifth Amendment to the Master Price Agreement on or about June 2, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Sixth Amendment to the Master Price Agreement on or about July 14, 2021 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Seventh Amendment to the Master Price Agreement on or about September 20, 2021 and by this reference incorporated herein; and

WHEREAS, Vendor desires to increase the price for approximately 175 products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to decrease the price for approximately six products as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to add approximately 75 product SKUs to the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to remove approximately 94 product SKUs from the price list as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor has provided notice, on or about January 18, 2022, to update the price list with the price increases and price decreases along with the product additions and product subtractions in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the price increases, the price decreases, the product additions, and the product subtractions.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Price Increase.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product line price increases:

ATTACHMENT A
to Master Price Agreement by and between VENDOR and PURCHASER.
PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product Code	Product Name	Old Price	New Price
11000	HANDLE, BLACK, CLASS 2, X26P	\$ 1,163.09	\$ 1,220.00
11001	HANDLE, YELLOW, CLASS 2, X26P	\$ 1,163.09	\$ 1,220.00
11002	BLACK X26P CEW, HANDLE	\$ 1,163.09	\$ 1,220.00
11003	YELLOW X26P CEW, HANDLE	\$ 1,163.09	\$ 1,220.00
11009	HANDLE, GREEN, CLASS 3R, X26P	\$ 1,163.09	\$ 1,220.00
11010	XPPM, SPARE CARTRIDGE BATTERY PACK, X26P	\$ 83.08	\$ 87.23
11015	XAPPM, SPARE CARTRIDGE, AUTO SHUT-DOWN BATTERY PACK, X26P	\$ 89.61	\$ 94.09
11021	X26P BLACK, CLASS 3R LASER, KOREA	\$ 1,163.09	\$ 1,220.00
11023	HANDLE, BLUE, DEMO/LASER POINTER, X26P	\$ 166.68	\$ 175.01
11026	HANDLE, BLUE, SIMULATOR, X26P	\$ 732.55	\$ 769.18
11030	TASER X1 HANDLE	\$ 550.00	\$ 577.50
11031	TASER X1 HANDLE W/CLASS 2 LASER	\$ 650.00	\$ 682.50
11500	HOLSTER, BLADE TECH, RIGHT, X26P	\$ 73.67	\$ 77.35
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK	\$ 73.67	\$ 77.35
11502	HOLSTER, SAFARILAND, BASKETWEAVE, RIGHT, X26P	\$ 109.20	\$ 114.66
11503	HOLSTER, BLADE TECH, LEFT, X26P	\$ 73.67	\$ 77.35
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK	\$ 73.67	\$ 77.35
11505	HOLSTER, SAFARILAND, BASKETWEAVE, LEFT, X26P	\$ 109.20	\$ 114.66
12125	AXON AIR, MATRICE 300 BATTERY	\$ 300.00	\$ 700.00
12128	AXON AIR, ZENMUSE H20T	\$ 11,209.00	\$ 11,799.00
20004	CARTRIDGE, SOFT CONTACT, LIVE SIMULATION TRAINING, SMART	\$ 41.54	\$ 43.62
20006	HOLSTER, BLADE TECH, RIGHT, X2, LARGE TMMS INNER CONFIGURATI	\$ 93.01	\$ 103.71
20007	HOLSTER, BLADE TECH, LEFT, X2, LARGE TMMS INNER CONFIGURATIO	\$ 93.01	\$ 103.71
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	\$ 1,720.00	\$ 1,810.00
20009	TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 2	\$ 1,720.00	\$ 1,810.00
20010	TASER 7 HANDLE, STANDARD (RED LASER), CLASS 3R	\$ 1,720.00	\$ 1,810.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	\$ 49.00	\$ 50.23
20018	TASER 7 BATTERY PACK, TACTICAL	\$ 86.00	\$ 90.56
20019	TASER 7 BATTERY PACK, COMPACT	\$ 86.00	\$ 90.56
20020	TASER 7 BATTERY PACK, NON-RECHARGEABLE	\$ 69.00	\$ 72.66
20022	TASER 7, HANDLE, GRN, HIGH VISIBILITY (GRN LASER), CLASS 3R	\$ 1,750.00	\$ 1,842.75
20023	TASER 7, TRAINING HANDLE, BLUE RUBBER	\$ 60.00	\$ 63.18
20027	TASER 7 CORRECTIONS BATTERY PACK	\$ 129.00	\$ 135.84
20028	TASER 7 TRN CARTRIDGE ALLIGATOR CLIP STAND-OFF (3.5 DEGREE)	\$ 59.00	\$ 62.13
20029	TASER 7 TRN CARTRIDGE ALLIGATOR CLIP STAND-OFF (12 DEGREE)	\$ 59.00	\$ 62.13

20033	TASER 7 CORRECTIONS BATTERY LANYARD LICENSEORIES	\$ 10.00	\$ 10.53
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	\$ 750.00	\$ 789.75
20056	HOOK-AND-LOOP TRAINING (HALT) SUIT KIT, SHIELD	\$ 40.00	\$ 42.12
20058	TASER 7 CARTRIDGE CARRIER, POUCH (SOFT), S.O. TECH	\$ 19.95	\$ 21.01
20059	TASER 7 CARTRIDGE CARRIER, SAFARILAND	\$ 22.50	\$ 23.69
20060	TASER 7 HOLSTER - S.O. TECH, RIGHT HAND	\$ 80.00	\$ 84.24
20061	TASER 7 HOLSTER - BLADETECH, RIGHT HAND	\$ 80.00	\$ 84.24
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	\$ 80.00	\$ 84.24
20063	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	\$ 67.50	\$ 71.08
20064	Taser 7 Safety Clip	\$ 8.29	\$ 8.73
20066	TASER 7 HOLSTER - BLADETECH, LEFT HAND	\$ 80.00	\$ 84.24
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	\$ 80.00	\$ 84.24
20068	TASER 7 HOLSTER - SAFARILAND, LEFT HAND	\$ 67.50	\$ 71.08
20157	CEW HARD CASE - 15.2 X 12 X 4.5 - EGG CRATE FOAM	\$ 80.00	\$ 84.24
20158	TASER 7 HOLSTER - BLADE-TECH, RIGHT HAND W/ INNER TMMS	\$ 80.00	\$ 84.24
20159	TASER 7 HOLSTER - BLADE-TECH, LEFT HAND W/ INNER TMMS	\$ 80.00	\$ 84.24
20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	\$ 80.00	\$ 84.24
20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	\$ 80.00	\$ 84.24
20164	TASER 7 HOLSTER ? SAFARILAND, BSKT WEAVE, RH+CART CARRIER	\$ 80.00	\$ 84.24
20165	TASER 7 HOLSTER ? SAFARILAND, BSKT WEAVE, LH+CART CARRIER	\$ 80.00	\$ 84.24
20168	TASER 7 HOLSTER - SAFARILAND, BASKET WEAVE, RH	\$ 67.50	\$ 71.08
20169	TASER 7 HOLSTER - SAFARILAND, BASKET WEAVE, LH	\$ 67.50	\$ 71.08
20186	SAFARILAND HOLSTER MOLLE ADAPTER W MLS16 FORK	\$ 22.50	\$ 23.69
20187	TMMS OUTER W LARGE MOLLE-LOK BLADE-TECH HOLSTER ATTACHMENT	\$ 33.00	\$ 34.75
20290	SAFARILAND STANDARD CARTRIDGE CARRIER - THIGH RIG	\$ 45.00	\$ 50.18
20291	SAFARILAND STANDARD CARTRIDGE CARRIER - BELT LOOP	\$ 45.00	\$ 50.18
20292	SAFARILAND THIGH RIG MOUNT	\$ 77.00	\$ 81.08
20293	SAFARILAND BELT CLIP	\$ 35.00	\$ 36.86
20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	\$ 850.00	\$ 1,000.00
20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	\$ 50.00	\$ 60.00
20298	VR-ENABLED GLOCK 17 CONTROLLER	\$ 510.00	\$ 750.00
20370	FULL VR TASER 7 ADD-ON USER ACCESS	\$ 12.50	\$ 17.50
20371	FULL VR TASER 7 CERT UPGRADE USER ACCESS	\$ 10.00	\$ 15.00
20373	VIRTUAL REALITY HEADSET REFRESH ONE	\$ 1,150.00	\$ 1,938.05
20374	VIRTUAL REALITY HEADSET REFRESH TWO	\$ 1,150.00	\$ 2,086.69
20375	VIRTUAL REALITY HEADSET REFRESH THREE	\$ 1,150.00	\$ 2,246.73
20376	VIRTUAL REALITY HEADSET REFRESH FOUR	\$ 1,150.00	\$ 1,800.00
20377	VIRTUAL REALITY HEADSET REFRESH FIVE	\$ 1,150.00	\$ 1,800.00
20378	HTC SUNRISE VR HEADSET	\$ 1,300.00	\$ 1,800.00
20554	UNLIMITED DUTY CARTRIDGES FOR X2	\$ 7.00	\$ 7.35
20555	UNLIMITED DUTY CARTRIDGES FOR X26	\$ 7.00	\$ 7.35
20601	TASER 7 FOUNDERS EDITION	\$ 1,999.00	\$ 2,104.95
22000	HANDLE, BLACK, CLASS 2, X2	\$ 1,332.38	\$ 1,485.00
22001	HANDLE, YELLOW, CLASS 2, X2	\$ 1,332.38	\$ 1,485.00
22002	BLACK X2 CEW, HANDLE	\$ 1,332.38	\$ 1,485.00
22003	YELLOW X2 CEW, HANDLE	\$ 1,332.38	\$ 1,485.60
22010	PPM, STANDARD BATTERY PACK, X2/X26P	\$ 71.06	\$ 79.23

22011	APPM, AUTOMATIC SHUT-DOWN BATTERY PACK, X2/X26P	\$ 85.43	\$ 95.25
22012	TPPM, TACTICAL BATTERY PACK, PINKY EXTENDER, X2/X26P	\$ 71.06	\$ 79.23
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	\$ 229.90	\$ 256.34
22018	22018 : X1 : :	\$ 20.73	\$ 23.11
22023	HANDLE, BLUE, DEMO/LASER POINTER, X2	\$ 213.18	\$ 237.70
22026	HANDLE, BLUE, SIMULATOR, X2	\$ 890.34	\$ 992.73
22037	X2 REFLECTIVE SIDE LABEL	\$ 12.00	\$ 13.38
22038	X26P REFLECTIVE SIDE LABEL	\$ 12.00	\$ 12.60
22155	INERT SIMULATION CARTRIDGE, X2	\$ 54.60	\$ 57.33
22157	25 FT NON-CONDUCTIVE TRAINING SMART CARTRIDGE, X2	\$ 40.44	\$ 42.46
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	\$ 38.00	\$ 38.95
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	\$ 38.00	\$ 38.95
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	\$ 38.00	\$ 38.95
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	\$ 38.00	\$ 38.95
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	\$ 49.00	\$ 50.23
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	\$ 49.00	\$ 50.23
22184	15 FT SMART CARTRIDGE, X2 NS	\$ 39.34	\$ 41.31
22185	25 FT SMART CARTRIDGE, X2 NS	\$ 41.54	\$ 43.62
22188	15 FT STANDARD CARTRIDGE, X26/X26P NS	\$ 29.52	\$ 31.00
22189	21 FT STANDARD CARTRIDGE, X26/X26P NS	\$ 31.72	\$ 33.31
22190	25 FT STANDARD CARTRIDGE, X26/X26P NS	\$ 36.05	\$ 37.85
22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	\$ 60.00	\$ 90.00
22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	\$ 60.00	\$ 90.00
22500	HOLSTER, BLADE TECH, RIGHT, X2	\$ 83.08	\$ 92.63
22501	RIGHT-HAND HOLSTER, X2, BLACKHAWK	\$ 85.43	\$ 95.25
22502	HOLSTER, SAFARILAND, STX BASKETWEAVE, RIGHT, X2	\$ 108.16	\$ 120.60
22503	HOLSTER, BLADE TECH, LEFT, X2	\$ 83.08	\$ 92.63
22504	LEFT-HAND HOLSTER, X2, BLACKHAWK	\$ 85.43	\$ 95.25
22505	HOLSTER, SAFARILAND, STX BASKETWEAVE, LEFT, X2	\$ 108.16	\$ 120.60
22507	HOLSTER, SAFARILAND, STX SAFARISEVEN, RIGHT, X2	\$ 108.16	\$ 120.60
22508	HOLSTER, SAFARILAND, STX SAFARISEVEN, LEFT, X2	\$ 108.16	\$ 120.60
22510	HOLSTER, SAFARILAND, SAFARISEVEN, RIGHT, X26P	\$ 109.20	\$ 114.66
22511	HOLSTER, SAFARILAND, SAFARISEVEN, LEFT, X26P	\$ 109.20	\$ 114.66
22512	HOLSTER, SAFARILAND, RIGHT, QLS w/ MOLLE, X26P	\$ 89.87	\$ 94.36
22513	HOLSTER, SAFARILAND, LEFT, QLS w/ MOLLE, X26P	\$ 89.87	\$ 94.36
26700	DPM, STANDARD BATTERY PACK, X26	\$ 50.68	\$ 53.21
26701	XDPM, SPARE CARTRIDGE BATTERY PACK, X26	\$ 57.48	\$ 60.35
26762	KIT, USB DOWNLOAD, TASER CAM HD	\$ 19.70	\$ 20.69
26764	REPLACEMENT BATTERY, KIT, TASER CAM HD	\$ 67.93	\$ 71.33
26802	2ACH-Dual Cartridge Holster	\$ 28.74	\$ 32.05
26810	TASER CAM, TCHD	\$ 622.82	\$ 653.96
26820	TASER CAM, AS, TCHD	\$ 655.22	\$ 687.98
30053	BELT CLIP, TASER, RIGHT, TMMS OUTER	\$ 24.14	\$ 26.92
33112	CARTRIDGE, SMART, INERT, W/ALLIGATOR CLIP	\$ 42.54	\$ 44.67
33212	BELTCLIP, UNIVERSAL, TEK-LOK	\$ 10.92	\$ 11.47
44205	21 FT NON-CONDUCTIVE TRAINING CARTRIDGE, X26/X26P	\$ 30.62	\$ 32.15
44415	APPAREL, SIM SUIT, HELMET, BLACK	\$ 120.18	\$ 134.00

44416	APPAREL, SIM SUIT, GLOVES, SET, BLACK	\$ 67.93	\$ 75.74
44550	SUIT, ENHANCED SIM, MODEL II	\$ 765.99	\$ 854.08
44934	CARRIER, CRTRDG, 30046, SINGLE TEKLOK	\$ 19.95	\$ 22.24
44952	Holster - Blade Tech w/Tek-Lok	\$ 49.64	\$ 52.12
44953	Holster, BladeTech (Left)	\$ 49.64	\$ 52.12
44966	CARTRIDGE HOLDER, X26	\$ 36.78	\$ 38.62
44972	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B	\$ 49.64	\$ 52.12
44973	HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B	\$ 49.64	\$ 52.12
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P	\$ 109.20	\$ 121.76
70976	SAFETY GLASSES	\$ 5.49	\$ 5.78
71024	FLEET CABLE ASSEMBLY, ASU POWER	\$ 15.00	\$ 25.00
72012	FLEET 3 HUB, CABLE ASSEMBLY, SIGNAL	\$ 25.00	\$ 75.00
72013	FLEET 3 HUB, CABLE ASSEMBLY, POWER	\$ 25.00	\$ 75.00
72024	FLEET 3 WIRELESS MIC, CHARGING BASE, REMOTE ANTENNA	\$ 20.00	\$ 50.00
74037	X2 HARD CASE AND FOAM	\$ 146.30	\$ 163.12
74204	TASER 7 SINGLE BAY BATTERY DATAPORT, INTERNATIONAL	\$ 349.00	\$ 367.50
74208	TASER 7 SINGLE BAY BATTERY DATAPORT, NORTH AMERICA	\$ 349.00	\$ 367.50
74209	TASER 7 6-BAY BATTERY DATAPORT	\$ 1,200.00	\$ 1,263.60
80002	TARGET, PAPER, CONDUCTIVE INK, CIVILIAN	\$ 10.00	\$ 10.50
80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	\$ 36.05	\$ 40.20
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	\$ 150.00	\$ 157.95
80089	TARGET, CONDUCTIVE HALT HYBRID, TASER 7	\$ 150.00	\$ 157.95
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	\$ 75.00	\$ 78.98
80374	EXT WARRANTY, TASER 7 BATTERY PACK	\$ 0.42	\$ 0.44
80381	EXT WARRANTY, TASER 7 SINGLE BAY DATAPORT	\$ 1.46	\$ 1.54
80387	EXT WARRANTY, TASER 7 SINGLE BAY DOCK	\$ 2.71	\$ 2.85
80388	EXT WARRANTY, TASER CAM TCHD	\$ 3.41	\$ 3.58
80390	EXT WARRANTY, TASER 7 SIX BAY BATTERY DATAPORT	\$ 5.00	\$ 5.27
80395	EXT WARRANTY, TASER 7 HANDLE	\$ 6.25	\$ 6.58
80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	\$ 6.25	\$ 6.58
80398	EXT WARRANTY, X26P HANDLE	\$ 7.53	\$ 7.91
80399	EXT WARRANTY, X2 HANDLE	\$ 8.62	\$ 9.61
85000	Alligator Clip (Assembled)	\$ 60.09	\$ 63.09
85002	Taser Cleaning Kit	\$ 82.03	\$ 86.13
98100	Cartridge, Simulator	\$ 13.69	\$ 14.37
100070	SMALL CEW HARD CASE 13? X 9.5? X 2.5?	\$ 10.00	\$ 10.50
100103	TASER 7 SAFARILAND RH HOLSTER W LEG DROP AND CART CARRIER	\$ 150.00	\$ 157.95
100104	TASER 7 SAFARILAND LH HOLSTER W LEG DROP AND CART CARRIER	\$ 150.00	\$ 157.95
100106	TASER 7 NON-CONDUCTIVE TRAINING STANDOFF (3.5-DEGREE) CARTRI	\$ 38.00	\$ 38.95
100107	TASER 7 NON-CONDUCTIVE TRAINING CLOSE-QUARTERS (12-DEGREE) C	\$ 38.00	\$ 38.95
100114	SAFARILAND 3" BELT LOOP	\$ 16.00	\$ 16.85
100115	SAFARILAND TASER 7 HOLSTER RH W 3" BELT LOOP	\$ 80.00	\$ 84.24
100116	SAFARILAND TASER 7 LH HOLSTER W 3" BELT LOOP	\$ 80.00	\$ 84.24
100117	SAFARILAND 6005-11 QUICK RELEASE LEG STRAP	\$ 48.00	\$ 50.54
100118	DISCONNECT BATTERY COILED BELT LOOP ATTACHMENT	\$ 10.50	\$ 11.06
85767	DISCOVERY MODULE ACCESS SERVICE	\$ -	\$ 65.00

2. **Price Decrease.** Attachment A to the Master Price Agreement shall be amended in part to reflect the following product line price decreases:

Product Code	Product Name	Old Price	New Price
11634	CRADLEPOINT IBR900-1200M-NPS+5 YEAR NETCLOUD	\$ 1,509.00	\$ 1,249.00
12221	AXON AIR, X2E STARTER KIT	\$16,499.00	\$14,499.00
12234	AXON AIR, AXON AIR + MS & LIVESTREAM	\$ 3,749.00	\$ 1,999.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	\$ 270.00	\$ 249.00
71201	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, WH	\$ 270.00	\$ 249.00
80279	COMMANDER CAMERA LICENSE, PERPETUAL SMA	\$ 360.00	\$ 30.00

3. **Product Addition.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of the following product SKUs:

Product Code	Name	Price
11520	Cradlepoint ? NETCLOUD + CRADLECARE ? 3 YEARS	\$ 540.00
11595	Cradlepoint - 5 in 1 Cellular, WiFi, GPS Antenna (Black, Mag	\$ 325.00
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	\$ 600.00
71211	FLEET DOOR TRIGGER HARDWARE, UK	\$ 28.85
73390	TRANSFERRED WARRANTY, CRADLEPOINT ROUTER	\$ -
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	\$ 1,297.00
74300	FLOCK SAFETY ALPR CAMERA SYSTEM	\$ 2,500.00
74302	FLOCK SAFETY ALPR CAMERA SYSTEM INSTALLATION	\$ 250.00
74310	FLOCK CAMERA REFERRAL	\$ 37.50
100067	HOLSTER, BOLT 2	\$ 99.99
100068	TASER BOLT 2	\$ 499.99
100108	EXPERT IDLE FEES	\$ 75.00
100109	EXPERT TRAVEL FEES	\$ 50.00
100110	EXPERT WORK	\$ 200.00
100112	AXON AIR, E.COM PILOT DATA LIC	\$ 30.00
100120	POE INTERFACE/POWER EXTRACTOR - IF-PX	\$ 295.98
100121	LE VERIFACT D-V OMNI-DIRECTIONAL VANDAL RESISTANT MICROPHONE	\$ 133.72
100123	VR SENSOR: GLOCK 17	\$ 750.00
100124	HTC FOCUS 3 HEADSET FACE & REAR CUSHION	\$ 50.00
100125	VR SENSOR: SMITH & WESSON M&P	\$ 750.00
100126	AXON VR TACTICAL BAG	\$ 125.00
100127	VR SENSOR: SIG P320	\$ 750.00
100130	TCHD T5 TORX SCREWDRIVER	\$ 5.25
100131	INVESTIGATION - PROBE/WIRE/CARTRIDGE ANALYSIS	\$ 500.00
100132	INVESTIGATION - DATA ANALYSIS	\$ 1,000.00
100133	INVESTIGATION - FULL ANALYSIS	\$ 2,000.00
100134	INTERVIEW - COVERT ENCLOSURE ? ELECTRICAL OUTLET	\$ 250.00
100135	TSHIRT, PROTECT LIFE EST. 1993, SIZE XS	\$ 19.99
100137	FLOCK SAFETY FALCON CAMERA ANNUAL TRIAL SERVICE	\$ 2,500.00
100142	T7 AB3 AB2 AF2 DOCK POWER SUPPLY, 120W, 16VDC	\$ 125.00
100144	TCHD, USB PLUG, RUBBER FG	\$ 1.12
100145	FLEET ANT, AIRGAIN, 7-IN-1, 4LTE/5G, 2WIFI, 1GNSS, WH	\$ 349.00
100146	CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	\$ 2,999.00
100150	FLEET 3 WIRING REFRESH KIT	\$ 335.00
100151	FLEET 3 HUB, RADAR INTERFACE CABLE	\$ 75.00
100152	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, TAHOE	\$ 35.00
100153	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, CHARGER	\$ 35.00
100154	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, FPIS	\$ 35.00
100155	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, FPIU PRE 2020	\$ 35.00
100156	FLEET 3 DUAL-VIEW CAMERA, VISOR MOUNT, FPIU 2020+	\$ 35.00
100157	FLEET 3 DUAL-VIEW CAMERA, SWIVEL ASSEMBLY REPLACEMENT	\$ 40.00
100158	FLEET ANT, AIRGAIN, 4-IN-1, 4LTE/5G, WH	\$ 299.00
100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	\$ 2,000.00
100160	PRINCIPLES ABOVE PERSONALITIES - TRAINING FOR ACADEMY STAFF	\$ 499.00
100161	THREAT MANAGEMENT AND MITIGATION COURSE	\$ 499.00

100163	SAFETY @ WORK (2 DAY-COURSE)	\$ 699.00
100164	D.E.L.T.A.	\$ 699.00
100165	AXON EVIDENCE - UNLIMITED THIRD PARTY STORAGE	\$ 15.00
100167	MASTER INSTRUCTOR SCHOOL (AS A SERVICE-AGENCY SPECIFIC)	\$ 30,000.00
100170	TASER OPERATOR TRAINING ? TIER 1	\$ 100.00
100171	TASER OPERATOR TRAINING ? TIER 2	\$ 90.00
100172	TASER OPERATOR TRAINING ? TIER 3	\$ 75.00
100173	TASER OPERATOR TRAINING ? TIER 4	\$ 50.00
100174	TASER OPERATOR TRAINING ? TIER 5	\$ 35.00
100182	HIGH RETENTION WING CLIP, AXON RAPIDLOCK	\$ 29.95
100184	FOLDING MOUNT, AXON RAPIDLOCK	\$ 29.95
100185	FLEET ANT, AIRGAIN, 9-IN-1, 4LTE/5G, 4WIFI, 1GNSS, WH	\$ 399.00
100186	HTC FOCUS 3 WRIST TRACKER	\$ 150.00
100187	CRITICAL THINKING SKILLS COURSE	\$ 199.00
100189	INVESTIGATIONS - EXPEDITE FEE	\$ 1,000.00
100192	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE TRUE UP	\$ 6.99
100193	FLEET 3 DUAL-VIEW CAMERA, ADD-ON BUNDLE WITH TAP TRUE UP	\$ 16.54
100194	CRADLEPOINT RX30-MC MODEM EXPANSION SLOT	\$ 225.00
100195	FIELD BASED REPORTING	\$ 15.00
100197	HTC FOCUS 3 VR HEADSET - WARRANTY	\$ 5.63
100198	AXON VR CONTROLLER KIT - WARRANTY	\$ 6.23
100199	AXON LTE CASE	\$ 4,600.00
100203	INTEGRATION OF CAD WITH RESPOND REMOTE CAMERA ACTIVATION	\$ 2,000.00
100208	FLOCK SAFETY EXTENDED DATA RETENTION ANNUAL	\$ 300.00
100210	VIRTUAL REALITY TABLET REFRESH ONE	\$ 1,076.70
100211	VIRTUAL REALITY TABLET REFRESH TWO	\$ 1,159.27
100212	VIRTUAL REALITY TABLET REFRESH THREE	\$ 1,248.19
100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	\$ 3.13
100251	MAKROLON 2407 550115 CLEAR	\$ 3.25
100253	AB3 CHEST HARNESS	\$ 89.00

4. **Product Subtraction.** Attachment A to the Master Price Agreement shall be amended in part to reflect the removal of the following product SKUs:

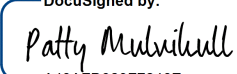
Product Code	Name	2021 Price
20065	TASER 7 HOLSTER - S.O. TECH, LEFT HAND	\$ 80.00
20105	TASER 7 TRADE-IN OSP	\$ -
20106	TASER 7 TRADE-IN TASER 60 BASIC	\$ -
20107	TASER 7 TRADE-IN TASER 60 UNLIMITED	\$ -
20109	TASER 7 TRADE-IN TASER 60 UNLIMITED TAP	\$ -
20110	TASER 7 TRADE-IN TASER 60 TCAM BASIC TAP	\$ -
20111	TASER 7 TRADE-IN TASER 60 TCAM UNLIMITED TAP	\$ -
20112	TASER 7 TRADE-IN CREDIT REVERSAL	\$ -
20148	TASER 7 TRADE-IN CEW TAP	\$ -
20149	TASER 7 TRADE-IN TCAM TAP	\$ -
20150	TASER 7 TRADE-IN CARTRIDGE	\$ -
20156	TASER 7 TRADE-IN TASER 60 PREMIUM	\$ -
20270	HTC FOCUS+ VIRTUAL REALITY HEADSET	\$ 999.00
20289	HTC FOCUS + VR HEADSET	\$ 1,150.00
20368	COMMUNITY ENGAGEMENT TRAINING VR (5,000+) LICENSE	\$ -
20380	FULL VR TRAINING ENTERPRISE (1 - 20) LICENSE	\$ 165.00
20382	FULL VR TRAINING ENTERPRISE (21 - 50) LICENSE	\$ 540.00
20384	FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE	\$ 1,140.00
20386	FULL VR TRAINING ENTERPRISE (101 - 150) LICENSE	\$ 1,843.00
20388	FULL VR TRAINING ENTERPRISE (151 - 250) LICENSE	\$ 2,940.00
20390	FULL VR TRAINING ENTERPRISE (251 - 500) LICENSE	\$ 5,344.00
20392	FULL VR TRAINING ENTERPRISE (501 - 1,000) LICENSE	\$ 10,139.00
20394	FULL VR TRAINING ENTERPRISE 1,001 - 1,500 LICENSE	\$ 15,950.00
20396	FULL VR TRAINING ENTERPRISE 1,501 - 5,000 LICENSE	\$ 39,600.00
20398	FULL VR TRAINING ENTERPRISE (5,000+) LICENSE	\$ 50,000.00
34200	15 FT STANDARD CARTRIDGE, X26/X26P	\$ 29.52
50070	AXON CLIENT SOFTWARE (EACH CLIENT AND TOUCH PANEL)	\$ 1,500.00
50071	(DEPR) AXON STREAMING SERVER LICENSE (PER SERVER)	\$ 1,750.00
50085	AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT	\$ 1,750.00
50113	COVERT CAMERA, MAIN UNIT	\$ 594.75
50123	8 PORT POE SWITCH	\$ 760.00
50124	24-PORT POE SWITCH	\$ 1,304.35
50125	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS)	\$ 5,900.00
50127	TOUCH PANEL	\$ 2,600.00
50146	OUTSOURCE PLUS ENHANCED POE+ INJECTOR	\$ 100.00
50147	AXIS CAMERA, Q3505-V NETWORK CAMERA	\$ 1,275.00
50196	AXON WORKSTATION	\$ 1,655.00
50215	CAMERA, NETWORK, AXIS P3915-R	\$ 780.00
50216	AXIS C8033 NETWORK AUDIO BRIDGE - AUDIO EXTENDER	\$ 260.00
50253	AXIS P3915-R Mk II OVERT CAMERA	\$ 724.00
50256	AXIS Q8414-LVS SILVER OVERT CAMERA	\$ 1,570.00
50257	AXIS Q8414-LVS WHITE OVERT CAMERA	\$ 1,570.00
50259	TOUCH PANEL MOUNT EVO-XZ4-M100	\$ 50.00
50281	AXIS CAMERA, AXIS Q3515-LV NETWORK CAMERA	\$ 985.00
50288	OVERT CAMERA, FIXED	\$ 775.00
50289	CISCO SMALL BUSINESS SG550X-24P	\$ 2,600.00
50323	AXIS AUDIO VIDEO ENCODER P7304	\$ 521.85

71022	FLEET CABLE ASSEMBLY, POWER	\$ 20.00
71116	VISOR MOUNT, FLEET 2	\$ 49.99
72500	FLEET 3 ADVANCED RENEWAL WITH TAP TRUE UP	\$ 51.24
72501	FLEET 3 RENEWAL WITH TAP TRUE UP	\$ 53.21
72502	FLEET 3 RENEWAL TRUE UP	\$ 20.79
73200	AXON BODY 3 - NA01	\$ 699.00
74112	INTERVIEW COVERT ENCLOSURE - EMERGENCY LIGHTING UNIT, BLACK	\$ 168.00
74113	INTERVIEW COVERT ENCLOSURE - SMOKE DETECTOR, CEILING MOUNTED	\$ 121.00
74114	INTERVIEW COVERT ENCLOSURE - MOTION SENSOR	\$ 115.00
74115	INTERVIEW COVERT ENCLOSURE - FIRE STROBE, RED	\$ 190.00
74202	TASER 7 SINGLE BAY BATTERY DATAPORT	\$ 349.00
74220	FLEET 3 2-CAMERA PLACEHOLDER	\$ 1,379.00
80131	FLEET 2 ONLY TRAIN THE TRAINER (2 DAYS ONSITE)	\$ 6,000.00
80450	TAP, FLEET 3, DUAL-VIEW CAMERA 1 REFRESH TRUE UP	\$ 11.15
80451	TAP, FLEET 3, INTERIOR CAMERA, 1 REFRESH TRUE UP	\$ 9.35
80452	TAP, FLEET 3, HUB, 1 REFRESH TRUE UP	\$ 20.50
80453	TAP, FLEET 3, WIRELESS MIC, 1 REFRESH TRUE UP	\$ 4.75
80454	TAP, FLEET 3, CHARGING BASE, 1 REFRESH TRUE UP	\$ 4.75
80456	TAP, FLEET 3, 2 CAMERA KIT, 1 REFRESH TRUE UP	\$ 45.50
85765	ATTORNEY ADVANCED ENTERPRISE BUNDLE PAYMENT	\$ 99.00
85766	ATTORNEY PREMIER ENTERPRISE BUNDLE PAYMENT	\$ 150.00
88115	UCP SMART	\$ 17.77
100056	LOUROE LE-069 LINE MIC AND IF-PX KIT	\$ 429.70
100057	MANUAL, USER, TASER 7 CEW	\$ -
MLB0215	LABEL, VIDEO & AUDIO FRONT, BODY CAM, BODY 2	\$ 0.25
MPB0001	PKG, HARDCASE, PLASTIC,	\$ 10.92
MPJ0794-1	PLS, INJ, BRACKET, RIGHT, 794-R, SIGNAL SIDEARM	\$ 2.22
MPJ0794-2	PLS, INJ, BRACKET, LEFT, 794-L, SIGNAL SIDEARM	\$ 2.24
MPJ0803-1	PLS, INJ, BRACKET, RIGHT, 803-R, SIGNAL SIDEARM	\$ 2.04
MPJ0803-2	PLS, INJ, BRACKET, LEFT, 803-L, SIGNAL SIDEARM	\$ 2.04
MPJ0933-1	PLS, INJ, BRACKET, RIGHT, 933-R, SIGNAL SIDEARM	\$ 2.44
MPJ0933-2	PLS, INJ, BRACKET, LEFT, 933-L, SIGNAL SIDEARM	\$ 2.44
MPJ1001-1	PLS, INJ, BRACKET, RIGHT, 1001-R, SIGNAL SIDEARM	\$ 2.99
MPJ1001-2	PLS, INJ, BRACKET, LEFT, 1001-L, SIGNAL SIDEARM	\$ 2.99
MPJ1002-1	PLS, INJ, BRACKET, RIGHT, 1002-R, SIGNAL SIDEARM	\$ 2.99
MPJ1002-2	PLS, INJ, BRACKET, LEFT, 1002-L, SIGNAL SIDEARM	\$ 2.99
MPJ1047-1	PLS, INJ, BRACKET, RIGHT, 1047-R, SIGNAL SIDEARM	\$ 2.99
MPJ1047-2	PLS, INJ, BRACKET, LEFT, 1047-L, SIGNAL SIDEARM	\$ 2.99
MPJ1053-1	PLS, INJ, BRACKET, RIGHT, 1053-R, SIGNAL SIDEARM	\$ 2.99
MPJ1053-2	PLS, INJ, BRACKET, LEFT, 1053-L, SIGNAL SIDEARM	\$ 2.99
MRJ0064	RUB, INJ, USB PLUG, TCHD-X2	\$ 2.19
OSP7+Premium	2021 - OFFICER SAFETY PLAN 7 PLUS Premium	\$ -
OSP7+Premium10Year	2021 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	\$ -
T7CertVR	2021 Taser 7 Cert Bundle W/ VR	\$ -
T7CertVR10Yr	2021 Taser 7 Cert Bundle W/ VR 10 Year	\$ -
Unlimited7+Premium	2021 Unlimited7+ Premium Bundle	\$ -
Unlimited7+Premium10yr	2021 Unlimited7+ Premium 10 Year Bundle	\$ -

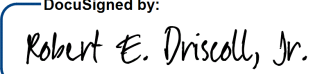
- 5. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about June 8, 2020 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

DocuSigned by:

 Date January 27, 2022 | 2:59 PM PST
 BY: Patty Mulvihill
 ITS: Interim Executive Director and General Counsel

AXON ENTERPRISE, INC.

DocuSigned by:

 Date January 27, 2022 | 1:41 PM PST
 BY: Robert E. Driscoll, Jr.
 ITS: VP, Assoc. General Counsel