

Tenth Amendment to Master Price Agreement for LAW ENFORCEMENT EQUIPMENT

Product Additions and Product Line Appendix

This Amendment to the Master Price Agreement is entered into this 8th day of June 2023 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, Purchaser and Vendor entered into the Eighth Amendment to the Master Price Agreement on or about January 27, 2022 and by this reference incorporated herein; and

WHEREAS, Purchaser and Vendor entered into the Ninth Amendment to the Master Price Agreement on or about February 17, 2023 and by this reference incorporated herein; and

WHEREAS, Vendor desires to add approximately fifteen products to the price list on Attachment A as permitted under the terms of the Master Price Agreement; and

WHEREAS, Vendor desires to add an appendix to the TASER 10 product line listed in Attachment A; and

WHEREAS, Vendor has provided notice, on or about May 31, 2023, to add approximately fifteen new products to the price list, and an appendix to the TASER 10 product line, to Attachment A in the Master Price Agreement; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the addition of the new products and the addition of the product line appendix.

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

AMENDMENT TO MASTER PRICE AGREEMENT

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

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

Product Code	Product Name	Price	Monthly Subscription
100147	AXON BODY 4 - NA	\$ 849.00	
100201	AXON BODY 4 - 1 BAY DOCK	\$ 229.00	
100206	AXON BODY 4 - 8 BAY DOCK	\$ 1,595.00	
100852	AXON BODY 4 POV C-CLIP	\$ 29.95	
100853	AXON BODY 4 POV COLLAR MOUNT	\$ 29.95	
100854	AXON BODY 4 POV TACTICAL SWAT KIT W/ARC RAIL	\$ 69.95	
100855	AXON BODY 4 POV EPAULETTE MOUNT	\$ 29.95	
100856	AXON BODY 4 POV BALLCAP MOUNT	\$ 29.95	
100857	AXON BODY 4 POV LOW RIDER HEADBAND MOUNT	\$ 32.95	
100858	AXON BODY 4 POV UNIVERSAL HELMET MOUNT	\$ 32.95	
100863	BALLISTIC VEST MOUNT, AXON BODY 4 POV	\$ 32.95	
100864	OAKLEY FLAK 2.0 MOUNT, AXON BODY 4 POV	\$ 249.95	
100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK	\$ 29.68	1
100944	EXT WARRANTY, AXON BODY 4 SINGLE BAY DOCK	\$ 7.76	1
100959	AXON BODY 4 - 8 BAY DOCK WITHOUT POWER ADAPTER	\$ 1,595.00	

2. **Product Line Appendix.** Attachment A to the Master Price Agreement shall be amended in part to reflect the addition of an appendix to the TASER 10 product line:

TASER 10 Appendix

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

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

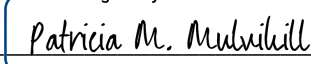
<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

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

3. **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:

A49AFD929F7246E... Date June 9, 2023 | 7:02 AM PDT

BY: Patricia M. Mulvihill

ITS: Executive Director

AXON ENTERPRISE, INC.

DocuSigned by:

55E0629EB297431... Date June 12, 2023 | 2:12 PM PDT

BY: Robert Driscoll

ITS: VP, Assoc. General Counsel