

# City of Philadelphia



(Bill No. 200655)

## AN ORDINANCE

Authorizing the Procurement Department, on behalf of the City, to enter into an amendment agreement with Axon Enterprises, Inc. for purchase of tasers by the City, under certain terms and conditions.

### *THE COUNCIL OF THE CITY OF PHILADELPHIA HEREBY ORDAINS:*

SECTION 1. The Procurement Department, on behalf of the City, is hereby authorized to enter into an amendment agreement (the "Amendment Agreement") with Axon Enterprises, Inc. ("Axon"), substantially in the form set forth in Exhibit A, pursuant to which Axon shall continue to provide tasers to the City for use by the Philadelphia Police Department, under certain terms and conditions.

SECTION 2. The City Solicitor shall include in said Amendment Agreement such terms and conditions as he may deem necessary to protect the interests of the City.

# City of Philadelphia

*BILL NO. 200655 continued*

Certified Copy

## EXHIBIT A

**THIS AGREEMENT OF AMENDMENT**, is made this \_\_\_\_\_, the “Effective Date,” by and between the CITY OF PHILADELPHIA, hereinafter called the “CITY”, and AXON ENTERPRISE, INC., hereinafter called the “CONTRACTOR”.

W I T N E S S E T H

**WHEREAS**, the City of Philadelphia awarded Contract Number 195724, hereinafter called the “Contract,” on Bid Number B1903438 for TASER AND ACCESSORIES, which opened on December 12, 2018, to Contractor on March 12, 2019;

**WHEREAS**, the initial term of the Contract was for one year from March 1, 2019 through February 28, 2020, to renew at the sole option of the City, for up to three (3) additional one-year renewal periods and one additional three-month renewal period, also at the sole option of the City, after all other renewal periods have expired, in accord with the proposal and specifications outlined in Bid B1903438; and

**WHEREAS**, The City exercised its first renewal option of February 10, 2020 renewing the Contract for one year beginning March 1, 2020 through February 28, 2021; and

**WHEREAS** it is now necessary to amend the aforesaid Contract to provide for additional time, money, and services in order to meet the operational needs of the City;

**NOW THEREFORE**, the parties hereto, intending to be legally bound hereby, mutually covenant and agree to the following Contract changes:

1. **TERM.** The Contract term is hereby amended, extending the contract termination date to February 28, 2026, with three (3) additional one-month extensions available to the City at the end of the Contract term, at the City’s sole option;
2. **NEW ITEMS.** That the items listed on Exhibit A “Contractor’s Quote” (attached hereto) are hereby incorporated into the Contract for purchase at the prices listed;
3. **ORDER.** When the City elects to initiate the purchase the City shall issue a purchase order for the items listed in Exhibit A as provided for under the Contract;
4. **PAYMENT.** Following the issuance of a purchase order, payment for the items listed on Exhibit A shall be payable over the remaining course of the Contract as follows:
  - a. **Initial Payment.** An initial payment of \$831,350.00 shall be due upon delivery and acceptance of the items listed in Exhibit A and upon delivery to the City by the Contractor of an approved invoice,
  - b. **Residual Payments.** The remaining balance for the items listed on Exhibit A shall be due in 4 equal installments, invoiced annually by the Contractor on the anniversary date of the initial payment;

- c. SURVIVABILITY. This paragraph 4 shall survive the termination of the Contract until such time as all payments for the items in Exhibit A have been made.
  
5. CHARTER REQUIREMENTS. Pursuant to the Philadelphia Home Rule Charter § 8-200(3), the City shall have as its required option the ability to terminate this contract at any point after the expiration of four years, measured from the Contract commencement date of March 1, 2019, without liability for damages or lost profits, except that any payments addressed in Paragraph 4 will still be otherwise due, and this option shall be in addition to any other rights, remedies, or termination or cancelation options afforded by the Contract or law;
  
6. COUNTERPARTS. This Agreement of Amendment may be executed in multiple counterparts, each of which, when combined with the others, shall be deemed an original and shall constitute one and the same agreement;
  
7. ELECTRONIC SIGNATURES. The counterparts of this Agreement of Amendment may be executed and delivered electronically (including by DocuSign, or portable document format or pdf) by either of the Parties, and the receiving Party may rely on the receipt of such document, so executed and delivered electronically, as if the original had been received; and
  
8. In all other respects, the terms, covenants and conditions of the Contract shall be and remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound have caused this Agreement of Amendment to be executed by their respective duly authorized officers as of the Effective Date listed herein.

The City of Philadelphia  
By and through its Procurement Department

Axon Enterprise, Inc.

Monique Nesmith-Joyner,  
Commissioner

Name  
Title

Approved as to Form  
Marcel S. Pratt, City Solicitor

Per:  
Francois Dutchie  
Chief Deputy City Solicitor

Name  
Title

**EXHIBIT A.**

**CONTRACTOR'S QUOTE**



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

Issued: 10/31/2020  
 Quote Expiration: 11/30/2020  
 Account Number: 327797  
 Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SHIP TO**

Nicholas Brown  
 Philadelphia Police Dept. - PA  
 750 Race St.  
 Room 106  
 PHILADELPHIA, PA 19106  
 US

**BILL TO**

Philadelphia Police Dept. - PA  
 8 Race St RM. 307 FINANCE  
 Philadelphia, PA 19106  
 US

**SALES REPRESENTATIVE**

Alyssa Payne  
 Phone:  
 Email: apayne@taser.com  
 Fax:

**PRIMARY CONTACT**

Nicholas Brown  
 Phone: (215) 685-8019  
 Email: nicholas.brown@phila.gov

**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            | 2        | 0.00            | 0.00           | 0.00        |
| 20248                            | TASER 7 EVIDENCE.COM ACCESS LICENSE                          | 60            | 4,500    | 0.00            | 0.00           | 0.00        |
| 20246                            | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE            | 60            | 4,500    | 0.00            | 0.00           | 0.00        |
| <b>Hardware</b>                  |  |               |          |                 |                |             |
| 20160                            | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER                |               | 4,275    | 0.00            | 0.00           | 0.00        |
| 20161                            | TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER                |               | 225      | 0.00            | 0.00           | 0.00        |
| 20050                            | HOOK-AND-LOOP TRAINING (HALT) SUIT                           |               | 4        | 0.00            | 0.00           | 0.00        |
| 22175                            | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS             |               | 9,000    | 0.00            | 0.00           | 0.00        |
| 22176                            | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS        |               | 9,000    | 0.00            | 0.00           | 0.00        |
| 22177                            | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS      |               | 9,000    | 0.00            | 0.00           | 0.00        |
| 22178                            | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS   |               | 9,000    | 0.00            | 0.00           | 0.00        |
| 20008                            | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R |               | 4,500    | 0.00            | 0.00           | 0.00        |
| 20040                            | TASER 7 HANDLE WARRANTY, 4-YEAR                              |               | 4,500    | 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> |  |               |          |                 |                |             |
| 20018                       | TASER 7 BATTERY PACK, TACTICAL                         |               | 5,400    | 0.00            | 0.00           | 0.00        |
| 20041                       | TASER 7 BATTERY PACK WARRANTY, 4-YEAR                  |               | 5,400    | 0.00            | 0.00           | 0.00        |
| 80090                       | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 |               | 20       | 0.00            | 0.00           | 0.00        |
| 20042                       | TASER 7 DOCK & CORE WARRANTY, 4-YEAR                   |               | 45       | 0.00            | 0.00           | 0.00        |
| 70033                       | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK            |               | 45       | 0.00            | 0.00           | 0.00        |
| 74200                       | TASER 7 6-BAY DOCK AND CORE                            |               | 45       | 0.00            | 0.00           | 0.00        |
| 22175                       | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS       |               | 13,500   | 0.00            | 0.00           | 0.00        |
| 22176                       | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS  |               | 13,500   | 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            | 4,500    | 720.00          | 200.00         | 900,000.00  |
| 20135                       | OCULUS GO STANDALONE VIRTUAL REALITY HEADSET           |               | 20       | 0.00            | 0.00           | 0.00        |
| 20247                       | TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE         | 60            | 4,500    | 0.00            | 0.00           | 0.00        |
| 20249                       | VR EMPATHY DEVELOPMENT STARTER CONTENT ACCESS          | 60            | 4,500    | 0.00            | 0.00           | 0.00        |
| 20120                       | TASER 7 INSTRUCTOR COURSE VOUCHER                      |               | 45       | 0.00            | 0.00           | 0.00        |
| 20119                       | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER               |               | 4        | 0.00            | 0.00           | 0.00        |
| 80087                       | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)  |               | 20       | 0.00            | 0.00           | 0.00        |
| <b>Services</b>             |  |               |          |                 |                |             |
| 85168                       | CEW FULL SERVICE WITH INSTRUCTOR TRAINING              |               | 1        | 17,000.00       | 0.00           | 0.00        |
| 85168                       | CEW FULL SERVICE WITH INSTRUCTOR TRAINING              |               | 1        | 17,000.00       | 0.00           | 0.00        |
| 85168                       | CEW FULL SERVICE WITH INSTRUCTOR TRAINING              |               | 1        | 17,000.00       | 0.00           | 0.00        |



Year 1 (Continued)

| Item                        | Description                               | Term (Months) | Quantity | List Unit Price | Net Unit Price     | Total (USD) |
|-----------------------------|---|---------------|----------|-----------------|--------------------|-------------|
| <b>Services (Continued)</b> |   |               |          |                 |                    |             |
| 85168                       | CEW FULL SERVICE WITH INSTRUCTOR TRAINING |               | 1        | 17,000.00       | 0.00               | 0.00        |
| 85168                       | CEW FULL SERVICE WITH INSTRUCTOR TRAINING |               | 1        | 17,000.00       | 0.00               | 0.00        |
|                             |   |               |          |                 | Subtotal           | 900,000.00  |
|                             |   |               |          |                 | Estimated Shipping | 0.00        |
|                             |   |               |          |                 | Estimated Tax      | 0.00        |
|                             |   |               |          |                 | Total              | 900,000.00  |

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 |               | 150      | 0.00            | 0.00           | 0.00        |
| 20040           | TASER 7 HANDLE WARRANTY, 4-YEAR                              |               | 150      | 0.00            | 0.00           | 0.00        |
|                 |  |               |          |                 | Subtotal       | 0.00        |
|                 |  |               |          |                 | Estimated Tax  | 0.00        |
|                 |  |               |          |                 | Total          | 0.00        |

Year 1- Trade in Credit

| Item         | Description                       | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------------|-----------------------------------|---------------|----------|-----------------|----------------|-------------|
| <b>Other</b> |                                   |               |          |                 |                |             |
| 20104        | TASER 7 TRADE-IN UPFRONT PURCHASE |               | 2,300    | 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      |               | 9,000    | 0.00            | 0.00           | 0.00        |
| 22176           | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |               | 9,000    | 0.00            | 0.00           | 0.00        |

**Year 2 (Continued)**

| Item         | Description                              | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD)  |
|--------------|--|---------------|----------|-----------------|----------------|--------------|
| <b>Other</b> |  |               |          |                 |                |              |
| 20237        | TASER 7 CERTIFICATION BUNDLE PAYMENT     | 12            | 4,500    | 720.00          | 720.00         | 3,240,000.00 |
| 20120        | TASER 7 INSTRUCTOR COURSE VOUCHER        |               | 45       | 0.00            | 0.00           | 0.00         |
| 20119        | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER |               | 4        | 0.00            | 0.00           | 0.00         |
|              |  |               |          |                 | Subtotal       | 3,240,000.00 |
|              |  |               |          |                 | Estimated Tax  | 0.00         |
|              |  |               |          |                 | Total          | 3,240,000.00 |

**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           |               | 9,000    | 0.00            | 0.00           | 0.00         |
| 22176           | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      |               | 9,000    | 0.00            | 0.00           | 0.00         |
| 22177           | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS    |               | 9,000    | 0.00            | 0.00           | 0.00         |
| 22178           | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS |               | 9,000    | 0.00            | 0.00           | 0.00         |
| <b>Other</b>    |  |               |          |                 |                |              |
| 20237           | TASER 7 CERTIFICATION BUNDLE PAYMENT                       | 12            | 4,500    | 720.00          | 720.00         | 3,240,000.00 |
| 20120           | TASER 7 INSTRUCTOR COURSE VOUCHER                          |               | 45       | 0.00            | 0.00           | 0.00         |
| 20119           | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER                   |               | 4        | 0.00            | 0.00           | 0.00         |
|                 |  |               |          |                 | Subtotal       | 3,240,000.00 |
|                 |  |               |          |                 | Estimated Tax  | 0.00         |
|                 |  |               |          |                 | Total          | 3,240,000.00 |

**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 |               | 9,000    | 0.00            | 0.00           | 0.00        |

**Year 4 (Continued)**

| Item                        | Description   | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD)  |
|-----------------------------|---|---------------|----------|-----------------|----------------|--------------|
| <b>Hardware (Continued)</b> |   |               |          |                 |                |              |
| 22176                       | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |               | 9,000    | 0.00            | 0.00           | 0.00         |
| <b>Other</b>                |   |               |          |                 |                |              |
| 20237                       | TASER 7 CERTIFICATION BUNDLE PAYMENT                  | 12            | 4,500    | 720.00          | 720.00         | 3,240,000.00 |
| 20120                       | TASER 7 INSTRUCTOR COURSE VOUCHER                     |               | 45       | 0.00            | 0.00           | 0.00         |
| 20119                       | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER              |               | 4        | 0.00            | 0.00           | 0.00         |
|                             |   |               |          |                 | Subtotal       | 3,240,000.00 |
|                             |   |               |          |                 | Estimated Tax  | 0.00         |
|                             |   |               |          |                 | Total          | 3,240,000.00 |

**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      |               | 9,000    | 0.00            | 0.00           | 0.00                 |
| 22176              | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS |               | 9,000    | 0.00            | 0.00           | 0.00                 |
| <b>Other</b>       |   |               |          |                 |                |                      |
| 20237              | TASER 7 CERTIFICATION BUNDLE PAYMENT                  | 12            | 4,500    | 720.00          | 720.00         | 3,240,000.00         |
| 20120              | TASER 7 INSTRUCTOR COURSE VOUCHER                     |               | 45       | 0.00            | 0.00           | 0.00                 |
| 20119              | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER              |               | 4        | 0.00            | 0.00           | 0.00                 |
|                    |   |               |          |                 | Subtotal       | 3,240,000.00         |
|                    |   |               |          |                 | Estimated Tax  | 0.00                 |
|                    |   |               |          |                 | Total          | 3,240,000.00         |
| <b>Grand Total</b> |   |               |          |                 |                | <b>13,860,000.00</b> |

## Discounts (USD)

Quote Expiration: 11/30/2020

|              |                      |
|--------------|----------------------|
| List Amount  | 16,285,000.00        |
| Discounts    | 2,425,000.00         |
| <b>Total</b> | <b>13,860,000.00</b> |

*\*Total excludes applicable taxes*

## Summary of Payments

| Payment                 | Amount (USD)         |
|-------------------------|----------------------|
| Year 1                  | 900,000.00           |
| Spares                  | 0.00                 |
| Year 1- Trade in Credit | 0.00                 |
| Year 2                  | 3,240,000.00         |
| Year 3                  | 3,240,000.00         |
| Year 4                  | 3,240,000.00         |
| Year 5                  | 3,240,000.00         |
| <b>Grand Total</b>      | <b>13,860,000.00</b> |

**Notes**

All incentives contained in this quote, including trade-in credits, are valid until 11/30/2020

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

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.

|                            |       |               |       |
|----------------------------|-------|---------------|-------|
| <b>Signature:</b>          | _____ | <b>Date:</b>  | _____ |
| <b>Name (Print):</b>       | _____ | <b>Title:</b> | _____ |
| <b>PO# (Or write N/A):</b> | _____ |               |       |

Please sign and email to Alyssa Payne at [apayne@taser.com](mailto:apayne@taser.com) or fax to

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 #:<br><br>Order Type:<br>RMA #:<br>Address Used:<br>SO #: |
| Review 1  | Review 2 |   |
| Comments: |          |   |



Philadelphia Police Dept. - PA

# ATTENTION

This order may qualify for freight shipping, please fill out the following information.

|  |  |
|--|--|
| What is the contact name and phone number for this shipment? |  |
| What are your receiving hours?<br>(Monday-Friday)            |  |
| Is a dock available for this incoming shipment?              |  |
| Are there any delivery restrictions? (no box trucks, etc.)   |  |



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

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 the 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 a 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 Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. 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. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7** **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's



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

receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

- 8** **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.**

- 9** **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**

**10 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 the 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                       |

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

**12 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.

**13 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:

- 13.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 13.2.** 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, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

**14 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.

**15 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.

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

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



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

- 18 **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.
  
- 19 **Entire Agreement.** This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

**Axon Enterprise, Inc.**

**Agency**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Axon Enterprise, Inc.'s TASER 7 Agreement

## TASER 7 Axon Evidence Terms of Use Appendix

**1** **Definitions.**

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

**"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

**"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

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

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

**4** **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.

**5** **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

**6** **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.



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

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

- 7 **Privacy.** 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 Axon Evidence 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 Axon Evidence 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 Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.



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

- 12** **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
  - 12.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
  - 12.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
  - 12.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
  - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
  - 12.7.** use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, 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 these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.
- 14** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue the use of Axon Evidence.



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

16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

**Professional Services Appendix**

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

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

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



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

### Post go-live review

**For the CEW Full Service Package:** On-site assistance included.

**For the CEW Starter Package:** Virtual assistance included.

- 3 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
- 5 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
- 6 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 7 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 8 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

# City of Philadelphia

*BILL NO. 200655 continued*

Certified Copy

CERTIFICATION: This is a true and correct copy of the original Bill, Passed by the City Council on June 24, 2021. The Bill was Signed by the Mayor on July 15, 2021.



Michael A. Decker  
Chief Clerk of the City Council