SUPPLEMENTAL AGREEMENT #1

Date: 6/23/2021 | 9:17 AM MST

Issued by: County of Dinwiddie

Vendor: Axon Enterprise, Inc.

Description: Cameras, Tasers, and Related Equipment

Contract #: 21-0039

This Supplemental Agreement is entered into pursuant to the provision of the original contract.

<u>Description of Modification</u>: Upgrade body cameras for Animal Control that were not a part of the original Contract #21-0039 dated December 1, 2020 per the attached quote Q-303354-44358.888DG, dated June 11, 2021.

Axon shall use commercially reasonable efforts to provide the equipment within fifteen (15) days of the date of this Supplemental Agreement. Axon shall not be liable for any delays in delivery.

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

Dinwiddie County, Virginia

Axon Enterprises, Inc.

W. Levin Massengill

W. Kevin Massengill County Administrator

Print Name & Title: Robert Driscoll, VP, Assoc. General Counsel

Approved as to form:

Whe Kert

Legal Counsel



Dinwiddie County Sheriff's Office - VA

AXON SALES REPRESENTATIVE

David Gollobit (480) 905-2060 dgollobit@axon.com

ISSUED 6/11/2021



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

BILL TO

US

P.O. BOX 120

DINWIDDIE, VA 23841

Dinwiddie County Sheriff's Office - VA

Q-303354-44358.888DG

Issued: 06/11/2021

Quote Expiration: 06/30/2021

Account Number: 318163

Payment Terms: Net 30

Delivery Method: Fedex - Ground Contract Number: 00034629

SALES REPRESENTATIVE

David Gollobit Phone: (480) 905-2060 Email: dgollobit@axon.com Fax:

PRIMARY CONTACT

Hollie R. Casey Phone: (804) 469-4500 Email: hcasey@dinwiddieva.us

Year 1

US

SHIP TO

Hollie R. Casey

13850 Courthouse Rd

DINWIDDIE, VA 23841

Dinwiddie County Sheriff's Office - VA

| ltem | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|------------|---|------------------|----------|--------------------|----------------|-------------|
| Axon Plans | & Packages | | | | | |
| 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 53 | 4 | 0.00 | 0.00 | 0.00 |
| 73840 | EVIDENCE.COM BASIC ACCESS LICENSE | 53 | 4 | 0.00 | 0.00 | 0.00 |
| 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE | 53 | 3 | 0.00 | 0.00 | 0.00 |
| 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 53 | 1 | 0.00 | 0.00 | 0.00 |
| Hardware | | | | | | |
| 73202 | AXON BODY 3 - NA10 | | 5 | 699.00 | 599.00 | 2,995.00 |
| 74210 | AXON BODY 3 - 8 BAY DOCK | | 1 | 1,495.00 | 1,495.00 | 1,495.00 |
| 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | | 1 | 43.90 | 0.00 | 0.00 |
| 74028 | WING CLIP MOUNT, AXON RAPIDLOCK | | 5 | 0.00 | 0.00 | 0.00 |
| 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | | 5 | 0.00 | 0.00 | 0.00 |
| Other | | | | | | |
| 71019 | NORTH AMER POWER CORD FOR AB3 8- BAY, AB2 1-BAY / 6-BAY DOCK | | 1 | 0.00 | 0.00 | 0.00 |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 5 | 4 | 75.00 | 75.00 | 300.00 |

Q-303354-44358.888DG 2

Year 1 (Continued)

| ltem | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-------------|--|------------------|----------|--------------------|-----------------------|-------------|
| Other (Cont | inued) | | | | | |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 5 | 1 | 195.00 | 195.00 | 195.00 |
| | | | | | Subtotal | 4,985.00 |
| | | | | | Estimated Shipping | 0.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 4,985.00 |

Year 2

| ltem | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-------|--|------------------|----------|--------------------|----------------|-------------|
| Other | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 4 | 180.00 | 180.00 | 720.00 |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 1 | 468.00 | 468.00 | 468.00 |
| | | | | | Subtotal | 1,188.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 1,188.00 |

Year 3

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|--------|--|------------------|----------|--------------------|----------------|-------------|
| Other | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 4 | 180.00 | 180.00 | 720.00 |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 1 | 468.00 | 468.00 | 468.00 |
| | | | | | Subtotal | 1,188.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 1,188.00 |
| Voor 1 | | | | | | |

Year 4

| Item | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-------|------------------------------------|------------------|----------|--------------------|----------------|-------------|
| Other | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 4 | 180.00 | 180.00 | 720.00 |

Year 4 (Continued)

| ltem | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-------------|--|------------------|----------|--------------------|----------------|-------------|
| Other (Cont | inued) | | | | | |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 1 | 468.00 | 468.00 | 468.00 |
| | | | | | Subtotal | 1,188.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 1,188.00 |

Year 5

| ltem | Description | Term (Months) | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-------|--|------------------|----------|--------------------|----------------|-------------|
| Other | | | | | | |
| 73841 | EVIDENCE.COM BASIC LICENSE PAYMENT | 12 | 4 | 180.00 | 180.00 | 720.00 |
| 73837 | EVIDENCE.COM PROFESSIONAL LICENSE PAYMENT | 12 | 1 | 468.00 | 468.00 | 468.00 |
| | | | | | Subtotal | 1,188.00 |
| | | | | | Estimated Tax | 0.00 |
| | | | | | Total | 1,188.00 |
| | | | | | | |

Grand Total 9,737.00



Discounts (USD)

Quote Expiration: 06/30/2021

| Discounts | 543.90 |
|-----------|----------|
| Total | 9,737.00 |

*Total excludes applicable taxes

Summary of Payments

| Payment | Amount (USD) |
|-------------|--------------|
| Year 1 | 4,985.00 |
| Year 2 | 1,188.00 |
| Year 3 | 1,188.00 |
| Year 4 | 1,188.00 |
| Year 5 | 1,188.00 |
| Grand Total | 9,737.00 |

Notes

This quote is co-termed with quote Q-273391 (executed contract #00034629). Year one has been pro-rated to 5 months to align with agency annual billing dates. This has been done according to an anticipated ship date range of 07/01/2021-07/15/2021.

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 <u>www.axon.com/legal/sales-terms-and-conditions</u>) and 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 <u>www.axon.com/legal/sales-terms-and-conditions</u>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA. 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 contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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

Please sign and email to David Gollobit at dgollobit@axon.com or fax to

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

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Signer Events

William Hefty bill@heftywiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Dennis Hale dhale@dinwiddieva.us Security Level: Email, Account Authentication (None)

Company Name: Dinwiddie County

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W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator Dinwiddie County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 4/17/2020 | 03:04 PM ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4

Company Name: Dinwiddie County

Robert Driscoll bobby@axon.com

VP, Associate General Counsel

Axon Enterprise, Inc.

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 6/23/2021 | 11:58 AM ID: 3a22cbef-9d61-437e-b04a-b8d2afa5f32d Company Name: Dinwiddie County

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W. Lewin Massengill

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