



First Amendment to the Master Services and Purchasing Agreement

This First Amendment (“**Amendment**”) is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation (“**Axon**”), and the Joliet Police Dept. (IL) (“**Agency**”). This Amendment is effective as of the last signature date on this Amendment (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”.

Axon and Agency are Parties to the Master Services and Purchasing Agreement by and between Axon Enterprise, Inc. and the Joliet Police Dept. (IL), dated November 29, 2023 (the “**Agreement**”).

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

The Parties therefore agree as follows:

1. The following language is added in as Section 18 under the Cloud Services Appendix:
 - a. **Draft One.** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
2. The attached documents are hereby incorporated into the Agreement:
 - a. Quote Q-637401-45618.921JB
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that they are an authorized representative of the respective Party with authority to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

Joliet Police Dept. - IL

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

Q-637401-45618.921JB

Issued: 11/22/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 02/01/2025

Account Number: 110619

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Joliet Police Dept. - IL 150 W WASHINGTON ST JOLIET, IL 60432-4139 USA	Joliet Police Dept. - IL 150 W WASHINGTON ST JOLIET IL 60432-4139 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Christopher Botzum Phone: (815) 724-3114 Email: cbotzum@joliet.gov Fax:

Quote Summary

Program Length	108 Months
TOTAL COST	\$3,595,672.08
ESTIMATED TOTAL W/ TAX	\$3,595,672.08

Discount Summary

Average Savings Per Year	\$51,377.04
TOTAL SAVINGS	\$5,548,720.32

Payment Summary

Date	Subtotal	Tax	Total
Jan 2025	\$199,977.08	\$0.00	\$199,977.08
Jan 2026	\$233,200.00	\$0.00	\$233,200.00
Jan 2027	\$272,400.00	\$0.00	\$272,400.00
Jan 2028	\$317,000.00	\$0.00	\$317,000.00
Jan 2029	\$370,000.00	\$0.00	\$370,000.00
Jan 2030	\$430,000.00	\$0.00	\$430,000.00
Jan 2031	\$504,000.00	\$0.00	\$504,000.00
Jan 2032	\$586,000.00	\$0.00	\$586,000.00
Jan 2033	\$683,095.00	\$0.00	\$683,095.00
Total	\$3,595,672.08	\$0.00	\$3,595,672.08

Quote Unbundled Price:	\$9,144,392.40
Quote List Price:	\$5,411,577.60
Quote Subtotal:	\$3,595,672.08

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
S00007	AXON AI - AI ERA LEADERS	286	108	\$296.05	\$175.20	\$116.41	\$3,595,672.08	\$0.00	\$3,595,672.08
Total							\$3,595,672.08	\$0.00	\$3,595,672.08

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AI - AI ERA LEADERS	101740	AXON - AI SOFTWARE LICENSE	286	02/01/2025	01/31/2034

Services

Bundle	Item	Description	QTY
AXON AI - AI ERA LEADERS	101741	AXON - AI PROFESSIONAL SERVICES	286

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	150 W WASHINGTON ST	JOLIET	IL	60432-4139	USA

Payment Details

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	S00007	AXON AI - AI ERA LEADERS	286	\$199,977.08	\$0.00	\$199,977.08
Total				\$199,977.08	\$0.00	\$199,977.08

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	S00007	AXON AI - AI ERA LEADERS	286	\$233,200.00	\$0.00	\$233,200.00
Total				\$233,200.00	\$0.00	\$233,200.00

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	S00007	AXON AI - AI ERA LEADERS	286	\$272,400.00	\$0.00	\$272,400.00
Total				\$272,400.00	\$0.00	\$272,400.00

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	S00007	AXON AI - AI ERA LEADERS	286	\$317,000.00	\$0.00	\$317,000.00
Total				\$317,000.00	\$0.00	\$317,000.00

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	S00007	AXON AI - AI ERA LEADERS	286	\$370,000.00	\$0.00	\$370,000.00
Total				\$370,000.00	\$0.00	\$370,000.00

Jan 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	S00007	AXON AI - AI ERA LEADERS	286	\$430,000.00	\$0.00	\$430,000.00
Total				\$430,000.00	\$0.00	\$430,000.00

Jan 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	S00007	AXON AI - AI ERA LEADERS	286	\$504,000.00	\$0.00	\$504,000.00
Total				\$504,000.00	\$0.00	\$504,000.00

Jan 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	S00007	AXON AI - AI ERA LEADERS	286	\$586,000.00	\$0.00	\$586,000.00
Total				\$586,000.00	\$0.00	\$586,000.00

Jan 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	S00007	AXON AI - AI ERA LEADERS	286	\$683,095.00	\$0.00	\$683,095.00
Total				\$683,095.00	\$0.00	\$683,095.00

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/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

11/22/2024

