



OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
INFORMATION SERVICES

SECOND AMENDMENT TO OKLAHOMA NASPO VALUEPOINT
MASTER AGREEMENT AWARD OK-MA-145-015

This Second Amendment (the “Second Amendment”) to Oklahoma NASPO ValuePoint Master Agreement Award OK-MA-145-015 (“Master Agreement”) is made this 31st day of January, 2019, between the State of Oklahoma by and through the Office of Management and Enterprise Services (“Lead State”) and Axon Enterprises, Inc. (“Vendor” or “Axon”). This Second Amendment supplements and amends the Master Agreement entered into between the parties effective 01/25/2017, including all supplements and amendments thereto. Unless otherwise indicated herein, capitalized terms used in this Second Amendment without definition shall have the respective meanings specified in the Master Agreement.

Axon shall obtain written approval from the Lead State prior to utilization of a subcontractor and each employee of such subcontractor binding them to the same terms, conditions, certifications, and covenants herein. Axon has affirmed that no subcontractors other than ProLogic ITS, will be utilized at this time and prior written approval from the State is an ongoing obligation before any subcontractors are utilized. Written approval for the use of subcontractor ProLogic ITS is included herein at Attachment D.

Amendment 2 Purpose:

This Second Amendment is intended to offer additional solutions through improved technologies by Axon.

Negotiated Documents of the Second Amendment

The parties have negotiated certain terms of the Second Amendment as follows:

- i. Revisions to Axon’s Professional Services Appendix as contained in Attachment A to this Second Amendment titled, “Professional Services Appendix”;
- ii. Revisions to Axon’s Commander Software Appendix as contained in Attachment B to this Second Amendment titled, “Axon Commander Software Appendix”;
- iii. Revisions to Axon’s Professional Fleet Appendix as contained in Attachment C to this Second Amendment titled, “Axon Fleet Appendix”; and
- iv. Written approval from Lead State, Oklahoma, to utilize specific subcontractor as contained in Attachment D to this Second Amendment titled, “Subcontractor Approval.”



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MASTER AGREEMENT AWARD OK-MA-145-015

SIGNATURES

The undersigned represent and warrant that they are authorized, as representatives of the Party on whose behalf they are signing, to sign this Second Amendment and to bind their respective Party thereto.

State of Oklahoma by and through the
Office of Management and Enterprise
Services:



Authorized Signature

Ferris Barger

Printed Name

State Purchasing Director

Title

1/31/2019

Date

Axon Enterprises, Inc.:



Authorized Signature

Robert Driscoll

Printed Name

VP, Associate General Counsel

Title

1/30/2019

Date

**Attachment A to
Amendment 2 to
STATE OF OKLAHOMA CONTRACT WITH AXON ENTERPRISES, INC.
RESULTING FROM OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT NO. OK-MA-145-015**

The Professional Services Appendix is hereby amended as set forth below and supersedes all prior documents submitted by Axon Enterprises, Inc. or discussed by the parties.

Professional Services Appendix

- 1** **Scope of Services.** The project scope will consist of the Services identified on the Quote.
- 1.1.** The Full Service Package for the Axon and Evidence.com related Services includes 4 consecutive days of on-site services and a professional services manager who will work closely with the Agency to assess the Agency's deployment scope and determine which on-site services are appropriate. If more than 4 consecutive days of on-site services are needed, additional on-site assistance is available for \$7,000 per week (4 consecutive days) or \$2000 per day. The full set of service options includes:

System set up and configuration

- Setup Axon View on smart phones (if applicable).
- Configure categories & custom roles based on Agency need.
- Register cameras to Agency domain.
- Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access.
- Work with IT to install Evidence Sync software on locked-down computers (if applicable).
- One on-site session included.

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.
- Authenticate Dock with Evidence.com using "admin" credentials from Agency.
- On-site assistance included

Best practice implementation planning session

- Provide considerations for establishment of video policy and system operations best practices based on AXON's observations with other agencies.
- Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.
- Provide referrals of other agencies using the Axon camera products and Evidence.com Service
- Recommend rollout plan based on review of shift schedules.

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies.

End user go live training and support sessions

Assistance with device set up and configuration. Training on device use, Evidence.com and Evidence Sync.

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go live review session

- 1.2. The Axon Starter Package includes one day of on-site services and a professional services manager that will work closely with the Agency to assess the Agency's deployment scope and determine which services are appropriate. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package options include:

System set up and configuration

- Setup Axon Mobile on smart phones (if applicable).
- Configure categories & custom roles based on Agency need.
- Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.
- Work with IT to install Evidence Sync software on locked-down computers (if applicable).
- Virtual assistance included.

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.
- Authenticate Dock with Evidence.com using "Administrator" credentials from Agency.
- Virtual assistance included.

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after AXON's Professional Service team has fulfilled its contracted on-site obligations.

End user go live training and support sessions

- Assistance with device set up and configuration.
- Training on device use, Evidence.com and Evidence Sync.

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

- 1.3. The Package for the CEW-related Services are detailed below:

System set up and configuration

- Configure Evidence.com categories & custom roles based on Agency need.
- Troubleshoot IT issues with Evidence.com.
- Work with IT to install Evidence Sync software on locked-down computers (if applicable).
- Register users and assign roles in Evidence.com.
- **For the Full Service Package:** On-site assistance included
- **For the Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of a specific AXON representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.

<p>Best practice implementation planning session to:</p> <ul style="list-style-type: none"> • Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies. • Discuss importance of entering metadata for organization purposes and other best practice for digital data management. • Provide referrals to other agencies using the TASER CEW Products and Evidence.com Service. • For the Full Service Package: On-site assistance included • For the Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.</p>
<p>Evidence.com Instructor training</p> <ul style="list-style-type: none"> • Axon's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs. • For the Full Service Package: Training for up to 3 individuals at the Agency • For the Starter Package: Training for up to 1 individual at the Agency
<p>TASER CEW inspection and device assignment 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 Evidence.com.</p>
<p>Post go live review session For the Full Service Package: On-site assistance included. For the Starter Package: Virtual assistance included.</p>

- 2 **Officer Safety Plan (OSP) Full Service and Starter Service.** The Package for OSP Full Service includes both the Axon Full Service and CEW Full Service items. The Package for OSP Starter Service includes both the Axon Starter Service and CEW Starter Service items.

- 3 **Body Worn Camera Virtual Add-on Services.** The Agency may purchase Virtual add-on classes for both end users and support staff. The Virtual Add-on User class will include one deployment planning conference call and one virtual administrative training via WebEx.

- 4 **Delivery of Services.**
 - 4.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
 - 4.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

- 5 **Authorization to Access Computer Systems to Perform Services.** If Axon needs access to relevant Agency computers and network systems, it will coordinate and receive prior approval in writing from Agency before granted access. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The 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 the Agency, that are due in no part to Axon.

- 6** **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

- 7** **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 business days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 business days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

**Attachment B to
Amendment 2 to
STATE OF OKLAHOMA CONTRACT WITH AXON ENTERPRISES, INC.
RESULTING FROM OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT NO. OK-MA-145-015**

The Commander Software Appendix is hereby amended as set forth below and supersedes all prior documents submitted by Axon Enterprises, Inc. or discussed by the parties.

**Axon Commander™ Software
Appendix**

If Axon Commander is included on the Quote, this Axon Commander Appendix applies. The Axon Commander Software (**Commander**), all executable instructions, images, icons, sound, and text incorporated in Commander, is owned by Axon and is protected by United States copyright laws and international treaty provisions. Except to the extent expressly licensed in this Agreement, all rights are reserved to Axon.

1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander, where "use" and "using" in this Agreement mean storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. The term of the license will be detailed in the Quote. The Agency may use Commander in a networked environment on computers other than the computer on which Commander is installed provided that each execution of Commander is for data communication with an Axon product. The Agency may make copies and adaptations of Commander for archival purposes only. When copying or adaptation is an essential step in the authorized use of Commander, the Agency shall retain all copyright, trademark, and proprietary notices in the original Software on all copies or adaptations.
2. **License Restrictions.** The Agency may not use Commander in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Commander; (b) reverse engineer, disassemble, or decompile Commander or apply any other process or procedure to derive the source code of Commander, or allow any others to do the same; (c) access or use Commander in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Commander in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Commander, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Commander; (g) access Commander in order to build a competitive product or service or copy any features, functions or graphics of Commander; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Commander or any copies of Commander. All licenses granted in this Agreement are conditional on continued compliance with this Agreement. Axon may terminate its contract with the Purchasing Entity for cause upon 30 days advance notice to the Purchasing Entity if there is any material default or breach of the contract by the Purchasing Entity, unless the defaulting Purchasing Entity has cured the material default or breach within the 30-day notice period.
3. **Support.** Axon may make available updates and error corrections (collectively, "Updates") to Commander. Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer

equipment necessary for use of Commander. At its sole discretion, Axon may provide technical support for the current and prior release(s)/version(s) of Commander for a period of six (6) months following the date the subsequent release/version is made generally available.

4. **Termination.** This Agreement will continue for the duration of Axon's copyright in Commander, unless earlier terminated as provided in the Oklahoma NASPO ValuePoint Master Agreement. Upon termination, the Agency must immediately destroy Commander, together with all copies, adaptations and merged portions thereof in any form. Any costs associated with destruction of previously mentioned property will be borne by terminating party. Obligations to pay accrued charges or fees, for products or services received, will survive the termination of this Agreement.

**Attachment C to
Amendment 2 to
STATE OF OKLAHOMA CONTRACT WITH AXON ENTERPRISES, INC.
RESULTING FROM OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT NO. OK-MA-145-015**

The Fleet Appendix is hereby amended as set forth below and supersedes all prior documents submitted by Axon Enterprises, Inc. or discussed by the parties.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1** **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2** **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.
- 3** **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.
- 4** **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor, with written preapproval from the State Purchasing Director of the Lead State.
- 5** **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.

 - 5.1.** If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the

hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications if due to improper install or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.

- 5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.
- 5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications, if failure is due to Third Party Installer or Purchasing Entity's IT infrastructure.

6 **Fleet Wireless Offload Service.**

- 6.1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
- 6.2. **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
- 6.3. **License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement. Axon may terminate its contract with the Purchasing Entity for cause upon 30 days advance notice to the Purchasing Entity if there is any material default or breach of the contract by the Purchasing Entity, unless the defaulting Purchasing Entity has cured the material default or breach within the 30-day notice period.
- 6.4. **Updates.** If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.
- 6.5. **Fleet WOS Support.** If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

- 7 **Wireless Microphone Subscription.** The Axon Fleet Wireless Microphone is only compatible with Axon Fleet 2. The Wireless Microphone subscription requires a 5-year term. If this Agreement terminates for any reason before the end of the 5-year term, said Agency must pay the price as set forth in the pricing proposal for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.
- 8 **Axon Fleet Unlimited Storage.** For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.
- 9 **Axon Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty on Axon Fleet camera hardware and unlimited Evidence.com storage for data originating from an Axon Fleet camera.
- 10 **Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited only, Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference as set forth in the pricing proposal at the time of the upgrade. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

- 11 **Fleet Unlimited Termination. Termination rights are set forth in the Oklahoma NASPO ValuePoint Master Agreement.** Once Axon Fleet Unlimited coverage is terminated, then:
 - 11.1. Axon Fleet Unlimited coverage will terminate as of the date of termination.
 - 11.2. Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
 - 11.3. The Agency will be invoiced for, and is obligated to pay to Axon the price as set forth in the pricing proposal. The Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
 - 11.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited. Missed payments do not include payments for when the contract is terminated or an Agency is not receiving products or services.

If the Agency purchases Products for a value less than the pricing as set forth in the pricing proposal and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the price set forth in said pricing proposal for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the price is the value of all standalone components of the bundle.

**Attachment D to
Amendment 2 to
STATE OF OKLAHOMA CONTRACT WITH AXON ENTERPRISES, INC.
RESULTING FROM OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT NO. OK-MA-145-015**

Subcontractor Approval

In accordance with Section B. Oklahoma Terms and Conditions Subsection 5. Assignment/Subcontracts of the Oklahoma NASPO ValuePoint Master Agreement No. OK-MA-145-015, Axon is hereby permitted to utilize ProLogic ITS as a subcontractor. Axon shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Without waiving the order of precedence herein, Oklahoma, as the lead state, accepts the terms and conditions of this approved subcontractor to the extent the terms and conditions do not reduce any rights or enlarge any obligations of the State, Customers, or authorized users as set forth in the Solicitation.