

University of Nebraska Amendment No.3 to Master Agreement 3544-21-4615

This Amendment ("Amendment") is effective as of the date of the last signature set forth below ("Effective Date") by and between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("Agency"), and Axon Enterprises, Inc, Agency and Supplier are collectively referred to as "parties."

WHEREAS, Axon has been awarded University of Nebraska Master Agreement 3544-21-4615 by the Board of Regents of the University of Nebraska (the "Master Agreement"), the terms and pricing of which are available to the participating public agencies who have entered into an interlocal agreement with the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("Omnia Partners"), as further set forth in the Administrative Agreement between Axon and Omnia Partners;

WHEREAS, the Master Agreement incorporates Axon's response to RFP #3544-21-4615, including a balance of line catalog representing its then-current offerings under the Agreement;

WHEREAS, the parties wish to amend the catalog consistent with the scope of the Master Agreement and with Axon's current offerings;

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and this Amendment, the parties agree as follows:

1. Exhibit A.1 shall be incorporated into the balance of line catalog Exhibit A.
2. Except as specifically set forth in this Amendment, all other terms and conditions of the Master Agreement remain in full force and effect.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 08/09/23 | 16:18 CDT

Supplier

Signature: 

Printed Name: Robert Driscoll

Title: VP, Associate General Counsel

Date: 08/09/23 | 13:34 PDT



US DOMESTIC PRICEBOOK - Omnia Contract 3544-21-4615 Axon Body 4 Additions

**Product Names are subject to change without notice*

**Product Codes Starting with 2022 are subject to change without notice*

**Annual pricing for bundles, warranties and licenses may reflect a 4% YOY inflation escalator*

Product Code	Product Name	List Price Currency	OMNIA END USER PRICE (1% DISCOUNT)	Sales Bundle?	Monthly Subscription
100147	AXON BODY 4 - NA	USD	840.51		
100200	AB4 FLEX POV MODULE	USD	246.51		
100201	AXON BODY 4 - 1 BAY DOCK	USD	226.71		
100206	AXON BODY 4 - 8 BAY DOCK	USD	1579.05		
100466	USB-C to USB-C CABLE FOR AB4	USD	2.96		
100852	AXON BODY 4 POV C-CLIP	USD	29.65		
100853	AXON BODY 4 POV COLLAR MOUNT	USD	29.65		
100854	AXON BODY 4 POV TACTICAL SWAT KIT W/ARC RAIL	USD	69.25		
100855	AXON BODY 4 POV EPAULETTE MOUNT	USD	29.65		
100856	AXON BODY 4 POV BALLCAP MOUNT	USD	29.65		
100857	AXON BODY 4 POV LOW RIDER HEADBAND MOUNT	USD	32.62		
100858	AXON BODY 4 POV UNIVERSAL HELMET MOUNT	USD	32.62		
100863	BALLISTIC VEST MOUNT, AXON BODY 4 POV	USD	32.62		
100864	OAKLEY FLAK 2.0 MOUNT, AXON BODY 4 POV	USD	247.45		
100942	EXT WARRANTY, BODY 4 CAMERA	USD	18.68		1
100943	EXT WARRANTY, AXON BODY 4 EIGHT BAY DOCK	USD	29.38		1
100944	EXT WARRANTY, AXON BODY 4 SINGLE BAY DOCK	USD	7.68		1
100945	EXT WARRANTY, AB4 FLEX POV MODULE	USD	2.82		1
100958	AB4 FLEX POV MODULE CABLE 48 IN.	USD	29.84		
100959	AXON BODY 4 - 8 BAY DOCK WITHOUT POWER ADAPTER	USD	1579.05		
100976	AB4 FLEX POV REFRESH ONE	USD	297.00		
H00001	AB4 Camera Bundle	USD	1510.07		1
H00002	AB4 Multi Bay Dock Bundle	USD	1579.05		1
H00003	AB4 1-Bay Dock Bundle	USD	501.89		1
H00004	AB4 FLEX POV HARDWARE BUNDLE	USD	686.07		1
T00001	AB4 FLEX POV TAP BUNDLE (WARRANTY, 1 REFRESH)	USD	9.16		1

TASER 10 Appendix

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

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

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

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