

AMENDMENT 3 TO THE MASTER SERVICES AND PURCHASING AGREEMENT WITH AXON ENTERPRISE, INC.

This Amendment 3 to the "Master Services and Purchasing Agreement," (the "Master Agreement"), executed on April 30, 2021, and amended by Amendment 1 dated September 14, 2022, and Amendment 2 dated August 30, 2024 (together, hereafter the "Agreement"), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Axon Enterprise, Inc., duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into on this _____ day of _____, 2025.

RECITALS

WHEREAS, the County and Axon Enterprise, Inc. are the parties to that certain Master Services and Purchasing Agreement executed on April 30, 2021 and amended by Amendment 1 dated September 14, 2022 and Amendment 2 dated August 30, 2024 (together the "Agreement"); and

WHEREAS, the Sheriff's Office has been using pilot licenses for Axon Investigate, an on-premises video evidence processing platform that is integrated with Evidence.com through a no-cost pilot program, for more than twelve (12) months; and

WHEREAS, Axon has advised the Sheriff's Office that the County must now purchase the licenses; and

WHEREAS, the County's evaluation team selected Axon Enterprise, Inc., through RFP-24-0357JM-C to acquire the licenses; and

WHEREAS, to that end, the cost of the licenses beginning April 1, 2025 through March 31, 2030 will increase the Agreement by THREE HUNDRED FIFTY THOUSAND FOUR HUNDRED TEN DOLLARS AND EIGHTY CENTS (\$350,410.80) plus applicable sales tax.

NOW, THEREFORE, for and consideration of the mutual benefits conferred on both parties, the parties agree as follows:

1. Exhibit N - Investigate Statement of Work, is hereby attached to this Amendment 3 and by this reference incorporated into the Agreement.
2. Exhibit O – Axon Quote Q-652767-45747.788LT is hereby attached to this Amendment 3 and by this reference incorporated into the Agreement.

3. Part 8 of the Master Agreement, Statement of Work, is hereby deleted in its entirety and replaced with the following:

8. Statement of Work. Exhibit A, Statement of Work, Exhibit B, Body Worn Cameras Statement of Work, Exhibit C, Professional Services Appendix, Exhibit G, Taser 7 Statement of Work, Exhibit H, Taser 7 Appendix, Exhibit K, Digital Evidence Software and Licensing Statement of Work, and Exhibit N, Investigate Statement of Work, detail the Agency's deliverables and Axon's Service deliverables. Axon is only responsible to perform Services as described in the SOWs and associated Appendices. Additional services are out of scope. The parties must document scope changes in a written and signed amendment. Changes may require an adjustment in fees or schedule.

5. Part 20.12 of the Master Agreement, is hereby deleted in its entirety and replaced with the following:

20.12. Entire Agreement. This Agreement, including the following Exhibits, Appendices and any SOW(s), represents the entire agreement between the Parties:

1. Axon Cloud Services Terms of Use Appendix 2024
2. Appendix A, Snohomish County Purchase Order Terms and Conditions
3. Exhibit A, Statement of Work
4. Exhibit A, Attachment A: Axon Interview Room Configuration and Quote
5. Exhibit A, Attachment B: Axon Interview Hardware and Software Specifications
6. Exhibit B, Body Worn Cameras Statement of Work
7. Exhibit B, Attachment A: Project Implementation Plan and Timeline
8. Exhibit C, Professional Services Appendix
9. Exhibit D, Technology Service Plan Appendix
10. Exhibit E, Axon Auto-Tagging Appendix
11. Exhibit F, Axon Service Offerings Agreement
12. Exhibit G, TASER 7 Statement of Work
13. Exhibit H, TASER 7 Appendix
14. Exhibit I, Axon Quote Q-378880
15. Exhibit J, Axon Quote Q-376908
16. Exhibit K, Digital Evidence Software and Licensing Statement of Work
17. Exhibit L, Axon Application Programming Interface Appendix
18. Exhibit M, Axon Investigate Appendix
19. Exhibit N, Investigate Statement of Work
20. Exhibit O, Axon Quote Q-652767-45747.788LT

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.

6. All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified by this Amendment 3.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 3 as of the day and year first written above.

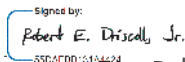
COUNTY:

Snohomish County, a political subdivision of the State of Washington


CONTRACTOR:

Axon Enterprise, Inc.
A Delaware Corporation

By _____
Name: Ken Klein
Title: Executive Director


By  _____
Name: Robert E. Driscoll, Jr.
Title: Deputy General Counsel

Approved as to Insurance and Indemnification Provisions:

 Digitally signed by Barker, Sheila
Date: 2025.04.21 16:26:56 -07'00'

Risk Management

Approved as to form only:

 Digitally signed by Wendling, Rebecca
Date: 2025.04.21 11:02:48 -07'00'

Deputy Prosecutor

EXHIBIT N

Investigate Software and Licensing Statement of Work

This Statement of Work (“**SOW**”) is made part of and incorporated by this reference into the Master Services and Purchasing Agreement (the “**Agreement**”) entered into by and between Snohomish County (the “**County**”), and Axon Enterprise, Inc. (the “**Contractor**”) on April 30, 2021 and amended on September 14, 2022 and August 30, 2024.

1. Scope of Work to be performed by Contractor.

The Contractor shall provide up to 386 Axon Investigate Third Party Video Support licenses, basic training for 386 County staff, power user training for 40 County staff, and ongoing maintenance for Axon Investigate shall include the ability for County users to:

- a. Convert original proprietary video to non-proprietary commonly used formats
- b. Convert and play most proprietary video and/or video with proprietary codex within Evidence.com
- c. Access media within Evidence.com for investigators to use for case preparation
- d. Create markers and sub-clips on the video for case preparation
- e. Stitch videos together for case preparation
- f. View videos and video transcripts concurrently while editing the video for case preparation
- g. Sync different angles/videos of the same event

2. Fees

TABLE 1 – Annual Third Party Video Support (plus applicable sales tax)

Item Description	Year 1- Year 2	Year 3	Year 4	Year 5
Annual Support	<i>Due Feb 2026: \$90,896.52</i>	\$86,504.76	\$86,504.76	\$86,504.76
<ul style="list-style-type: none"> Annual fee is based on 386 licensed users Year 1 annual fee will be invoiced with the year 2 annual fee on February 1, 2026 and is due Net 30 days from receipt of a properly prepared invoice. Annual fee for years 3 through 5 will be invoiced each year, beginning on April 1, 2027 and is due Net 30 days from receipt of a properly prepared invoice. 				

TABLE 2 – Additional Individual Third Party Video Support Purchases

	Item Description	Price through 12/31/2025
	A la Carte License Purchases	\$15.13 per user, per month
	Additional licenses will require amendment to the Agreement	

3. Sites and Locations.

All work will be performed remotely.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Exhibit O Q-652767-45747.788LT

Issued: 03/31/2025

Quote Expiration:

Estimated Contract Start Date: 04/01/2025

Account Number: 106530

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Snohomish County Sheriff's Office - WA 8915 CATHCART WAY SNOHOMISH, WA 98296-8692 USA	Snohomish County Sheriff's Office - WA 3000 ROCKEFELLER AVE EVERETT WA 98201-4071 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Rubke Phone: +1 4153149573 Email: brubke@axon.com Fax:	Todd Swenson Phone: (425) 388-7464 Email: t.swenson@snoco.org Fax: (425) 388-3931

Quote Summary

Program Length	60 Months
TOTAL COST	\$350,410.80
ESTIMATED TOTAL W/ TAX	\$382,298.18

Discount Summary

Average Savings Per Year	(\$19,824.96)
TOTAL SAVINGS	(\$99,124.80)

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$90,896.52	\$8,271.58	\$99,168.10
Feb 2027	\$86,504.76	\$7,871.93	\$94,376.69
Feb 2028	\$86,504.76	\$7,871.93	\$94,376.69
Feb 2029	\$86,504.76	\$7,871.94	\$94,376.70
Total	\$350,410.80	\$31,887.38	\$382,298.18

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$251,286.00

\$251,286.00

\$350,410.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Services									
11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	386	60		\$10.85	\$15.13	\$350,410.80	\$31,887.38	\$382,298.18
Total							\$350,410.80	\$31,887.38	\$382,298.18

Delivery Schedule

Services

Bundle	Item	Description	QTY
A la Carte	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	386

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	8915 CATHCART WAY	SNOHOMISH	WA	98296-8692	USA

Payment Details

Feb 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Investigate Licensing and Training yr 1	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	386	\$90,896.52	\$8,271.58
Total				\$90,896.52	\$8,271.58
					\$99,168.10

Feb 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Investigate Licensing and Training yr 2	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	386	\$86,504.76	\$7,871.93
Total				\$86,504.76	\$7,871.93
					\$94,376.69

Feb 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Investigate Licensing and Training yr 3	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	386	\$86,504.76	\$7,871.93
Total				\$86,504.76	\$7,871.93
					\$94,376.69

Feb 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Investigate Licensing and Training yr 4	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	386	\$86,504.76	\$7,871.94
Total				\$86,504.76	\$7,871.94
					\$94,376.70

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.

Exceptions to Standard Terms and Conditions

\$15.13 is the current price per unit through 12/31/25 and is subject to yearly increases but customer can add on units at the current rate provided by Axon.

Signature	Date Signed
3/31/2025	