

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1 THIRD AMENDMENT TO AGREEMENT NO. 34946

2 **34946**

3 THIS THIRD AMENDMENT TO AGREEMENT NO. 34946 is made and  
4 entered, in duplicate, as of November 19, 2019, for reference purposes only, pursuant to  
5 a minute order adopted by the City Council of the City of Long Beach at its meeting on  
6 November 5, 2019, by and between AXON ENTERPRISE, INC., a Delaware corporation  
7 ("Contractor"), with a place of business at 17800 North 85<sup>th</sup> Street, Scottsdale, Arizona  
8 85255, and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services to be performed and  
10 equipment and products to be provided in connection with Request For Proposals  
11 Number PD18-090, for a Long Beach Police Department pilot program utilizing Body  
12 Worn Camera equipment; and

13 WHEREAS, the parties entered Agreement No. 34946 ("Contract") whereby  
14 Contractor agreed to provide the equipment and services; and

15 WHEREAS, the parties desire to amend and extend the term of the  
16 Contract;

17 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
18 conditions herein contained, the parties agree as follows:

19 1. Section 1. Of Agreement No. 34946 is hereby amended to include  
20 subsection 1.1 as follows:

21 "1.1 Project Work. Contractor shall furnish specialized services  
22 and equipment, including providing up to 675 body worn cameras at the  
23 discretion of City, more particularly described in **Exhibit "A-1"**, attached  
24 hereto and incorporated herein by this reference, and shall perform all other  
25 terms and conditions of this Agreement, in accordance with the standards  
26 of the profession. ("Project").

27 ///

28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

2. Section 1. Of Agreement No. 34946 is hereby amended to include subsection 1.7 as follows:

“1.7 City shall pay Contractor in due course of payments, following receipt of an invoice from Contractor and upon acceptance from City, a one-time purchase of body worn camera equipment and accessories in the amount of Six Hundred Five Thousand Six Hundred Ninety-Four Dollars (\$605,694), with a 10 percent contingency of Sixty Thousand Five Hundred Sixty-Nine Dollars (\$60,569), for a total not to exceed amount Six Hundred Sixty-Six Thousand Two Hundred Sixty-Four Dollars (\$666,264), including a purchase of body worn camera equipment, accessories, software, support and digital video storage, the prices shown in **Exhibit “A-1”**, an annual amount not to exceed Seven Hundred Seventy-Two Thousand Seven Hundred Twenty-Eight Dollars (\$772,728), with a 10 percent contingency in the amount of Seventy-Seven Thousand Two Hundred Seventy-Three Dollars (\$77,273), for a total annual amount not to exceed Eight Hundred Fifty Thousand and One Dollars (\$850,001).”

3. Section 2. of Agreement No. 34946 is hereby amended to read as follows:

“2. TERM. Unless sooner terminated in accordance with Paragraph 10 of the Contract, this Agreement shall commence at midnight on June 8, 2018, and end at 11:59 p.m. on December 7, 2020. This Agreement shall automatically renew for four (4) additional one (1) year periods.”

///  
///  
///  
///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

4. Section 22. of Agreement No. 34946 is hereby amended to read as follows:

“22. NOTICES. Any notice or approval required by this Agreement shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Contractor at the address first stated above, and to City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy to the Police Chief at 400 West Broadway, Long Beach, California 90802. Notice of change of address shall be given in the same manner as stated for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever occurs first.”

5. Exhibit “B” to Agreement No. 34946 is hereby amended to include an updated Unit Implementation for the Six Hundred Seventy Five (675) additional body worn cameras, as specified in **Exhibit “B-1”**, attached hereto and incorporated by this reference.

6. The parties agree to abide by the Master Service and Purchasing Agreement, as specified in **Exhibit “F”**, attached hereto and incorporated herein by this reference. Except as expressly modified herein, all of the terms and conditions contained in Agreement No. 34946 are ratified and confirmed and shall remain in full force and effect.

///  
///  
///  
///  
///  
///


OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28


IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

AXON ENTERPRISE, INC., a Delaware corporation

December 17, 2019

By   
Name Robert Driscan  
Title VP, Assoc GC / Asst. Secretary

December 17, 2019

By   
Name Matt Morstad  
Title VP, Sales Operations

"Consultant"

CITY OF LONG BEACH, a municipal corporation

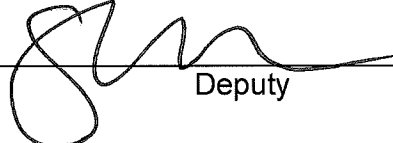
Dec. 19, 2019

By   
Name Rebecca J. Garner  
Title City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
"City" THE CITY CHARTER

This Third Amendment to Agreement No. 34946 is approved as to form on December 18, 2019.

CHARLES PARKIN, City Attorney

By   
Deputy

# EXHIBIT “A-1”



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

**Q-230638-43752.709MH**

Issued: 10/14/2019

Quote Expiration: 01/31/2020

Account Number: 107206

Payment Terms: Net 30  
 Delivery Method: Fedex - Ground

**SHIP TO**

Michael Pennino  
 Long Beach Police Dept. - CA  
 400 W. Broadway  
 Long Beach, CA 90802  
 US

**BILL TO**

Long Beach Police Dept. - CA  
 400 W. Broadway  
 Long Beach, CA 90802  
 US

**SALES REPRESENTATIVE**

Megan Hardisty  
 Phone: 480-253-7854  
 Email: mhardisty@axon.com  
 Fax:

**PRIMARY CONTACT**

Michael Pennino  
 Phone: (562) 570-5835  
 Email: michael.pennino@longbeach.gov

**Year 1**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	185	468.00	468.00	86,580.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,550	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: 1 YEAR PAYMENT	675	180.00	90.00	60,750.00
85110	EVIDENCE.COM INCLUDED STORAGE	27,000	0.00	0.00	0.00
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	675	499.00	499.00	336,825.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	125	1,495.00	1,495.00	186,875.00
74018	Z-BRACKET MOUNT, MENS, AXON RAPIDLOCK	675	0.00	0.00	0.00
11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	675	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	675	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	675	29.95	29.95	20,216.25
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	675	29.95	29.95	20,216.25
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	125	42.00	35.00	4,375.00
<b>Other</b>					
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	675	0.00	0.00	0.00
73461	Evidence.com Unlimited Plus License Annual Payment	675	1,068.00	712.02	480,613.50

## Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Services</b>					
85055	AXON FULL SERVICE	1	17,000.00	0.00	0.00
				Subtotal	1,196,451.00
				Estimated Shipping	0.00
				Estimated Tax	107,534.92
				Total	1,303,985.92

## Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	21	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	21	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	185	468.00	468.00	86,580.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,550	0.00	0.00	0.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: 2 YEAR PAYMENT	675	180.00	90.00	60,750.00
85110	EVIDENCE.COM INCLUDED STORAGE	27,000	0.00	0.00	0.00
<b>Other</b>					
73461	Evidence.com Unlimited Plus License Annual Payment	675	1,068.00	948.00	639,900.00
				Subtotal	787,230.00
				Estimated Tax	65,589.75
				Total	852,819.75

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	185	468.00	468.00	86,580.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,550	0.00	0.00	0.00

### Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
80054	AXON AUTO TAGGING SERVICE ADD-ON: 3 YEAR PAYMENT	675	180.00	90.00	60,750.00
85110	EVIDENCE.COM INCLUDED STORAGE	27,000	0.00	0.00	0.00
<b>Other</b>					
73461	Evidence.com Unlimited Plus License Annual Payment	675	1,068.00	948.00	639,900.00
				Subtotal	787,230.00
				Estimated Tax	65,589.75
				Total	852,819.75

### Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	185	468.00	468.00	86,580.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,550	0.00	0.00	0.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: 4 YEAR PAYMENT	675	180.00	90.00	60,750.00
85110	EVIDENCE.COM INCLUDED STORAGE	27,000	0.00	0.00	0.00
<b>Other</b>					
73461	Evidence.com Unlimited Plus License Annual Payment	675	1,068.00	948.00	639,900.00
				Subtotal	787,230.00
				Estimated Tax	65,589.75
				Total	852,819.75

### Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	185	468.00	468.00	86,580.00
85110	EVIDENCE.COM INCLUDED STORAGE	5,550	0.00	0.00	0.00
80056	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR PAYMENT	675	180.00	90.00	60,750.00
85110	EVIDENCE.COM INCLUDED STORAGE	27,000	0.00	0.00	0.00



**Year 5 (Continued)**

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Other</b>					
73461	Evidence.com Unlimited Plus License Annual Payment	675	1,068.00	948.00	639,900.00
				Subtotal	787,230.00
				Estimated Tax	65,589.75
				Total	852,819.75
<b>Grand Total</b>					<b>4,715,264.92</b>



## Discounts (USD)

Quote Expiration: 01/31/2020

List Amount	5,231,282.50
Discounts	885,911.50
<b>Total</b>	<b>4,345,371.00</b>

*\*Total excludes applicable taxes*

## Summary of Payments

Payment	Amount (USD)
Year 1	1,303,985.92
Spares	0.00
Year 2	852,819.75
Year 3	852,819.75
Year 4	852,819.75
Year 5	852,819.75
<b>Grand Total</b>	<b>4,715,264.92</b>

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 [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. 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):** \_\_\_\_\_

Please sign and email to Megan Hardisty at [mhardisty@axon.com](mailto:mhardisty@axon.com) or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store [buy.axon.com](http://buy.axon.com)

Quote: Q-230638-43752.709MH

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013 Axon Enterprise, Inc. All rights reserved.

# EXHIBIT “B-1”

**Bodyworn Camera Timeline**

Prepared: 6/19/2019

Modified 12/16/19

Date	Action	
March – April 2020	<b>Pre-Deployment</b>	
	3/11/20 - 3/13/20 (8 weeks) or 3/25/20 - 3/27/20 (10 weeks) 3 days *Pending receipt of product*	<b>Evidence.com configuration &amp; Dock installation</b> <i>South/North Division</i> ·Role and permissions, categories and retention ·Users entered in Evidence.com ·Security settings ·Axon Dock Installation
	3/16/20 - 3/20/20 (8 weeks) or 3/30/20 - 4/3/20 (10 weeks) 5 days *Pending receipt of product*	<b>Evidence.com configuration &amp; Dock installation</b> <i>FSD/SWAT Division</i> ·Role and permissions, categories and retention ·Users entered in Evidence.com ·Security settings ·Axon Dock Installation
	3/23/20 - 3/27/20 (8 weeks) or 4/6/20 - 4/10/20 (10 weeks) 5 days *Pending receipt of product*	<b>Evidence.com configuration &amp; Dock installation</b> <i>LBCC/Port Division</i> ·Role and permissions, categories and retention ·Users entered in Evidence.com ·Security settings ·Axon Dock Installation
	3/30/20 - 4/3/20 (8 weeks) or 4/13/20 - 4/17/20 (10 weeks) 5 days *Pending receipt of product*	<b>Evidence.com configuration &amp; Dock installation</b> <i>East/West Division</i> ·Role and permissions, categories and retention ·Users entered in Evidence.com ·Security settings ·Axon Dock Installation
March – 2020	<b>Department Gear Fit</b>	
	3/11/2020 (8 weeks) or 3/25/2020 (10 weeks) *Pending receipt of product*	<b>South/North Division</b> ·Assign & label BWCs ·Test Docking Stations and register BWC. ·Assign BWC in Evidence.com
	3/12/2020 (8 weeks) or 3/26/2020 (10 weeks) *Pending receipt of product*	<b>FSD/SWAT Division</b> ·Assign & label BWCs ·Test Docking Stations and register BWC. ·Assign BWC in Evidence.com
	3/13/2020 (8 weeks) or 3/27/2020 (10 weeks) *Pending receipt of product*	<b>LBCC/Port Division</b> ·Assign & label BWCs ·Test Docking Stations and register BWC. ·Assign BWC in Evidence.com
3/23/2020 (8 weeks) or 3/30/2020 (10 weeks) *Pending receipt of product*	<b>East/West Division</b> ·Assign & label BWCs ·Test Docking Stations and register BWC. ·Assign BWC in Evidence.com	
March – April 2020	<b>Axon Training</b>	
	3/30/20 (1 day)	<b>South/North Division</b>
	3/31/20 (1 day)	<b>SWAT Division</b>
	4/1/20 (1 day) 4/2/20 - 4/3/20 (2 days) 4/6/20 - 4/10/20 (5 days) 4/13/20 - 4/15/20 (3 days)	<b>LBCC/Port Division</b> <b>East/West/FSD Division</b>

# EXHIBIT “F”



## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

This Agreement governs Agency's purchase and use of the Axon products and services detailed in the Quote Appendix ("**Quote**"). The Parties therefore agree as follows:

**1** **Term.** This Agreement begins on the Effective Date and continues until terminated pursuant to this Agreement ("**Term**"). Agency may renew this Agreement for an additional 5 years upon execution of a new quote. New products and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

**2** **Definitions.**

"**Axon Evidence**" means Evidence.com and other software, maintenance, and storage provided by Axon for use with Axon Evidence. This excludes third-party applications and my.evidence.com.

"**Products**" means all hardware, software, cloud-based services, and software maintenance releases and updates provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for products and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon pursuant to this Agreement.

**3** **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

**4** **Taxes.** Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.

**5** **Shipping.** Axon may make partial shipments and ship Products from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges on the Quote.

**6** **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

**7** **Warranty.**

**7.1 Hardware Limited Warranty.** Axon warrants its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except for Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its accessories for 90-days from date of Agency's receipt. Expended conducted

energy weapon (“CEW”) cartridges are deemed to have operated properly. Extended warranties run from expiration of the 1-year hardware limited warranty through the extended warranty term. Non-Axon manufactured products are not covered by Axon’s warranty. Agency should contact the manufacturer for support of non-Axon manufactured products.

**7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured product during the warranty term, Axon’s sole responsibility is to repair or replace the product with the same or like product, at Axon’s option. A replacement product will be new or like new and have the remaining warranty of the original product or 90 days from the date of repair or replacement, whichever is longer. When Agency exchanges a product or part, the replacement item becomes Agency’s property and the replaced item becomes Axon’s property. For support and warranty service visit [www.axon.com/support](http://www.axon.com/support). Before delivering a product for service, Agency must upload product data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained on the storage media or any part of the product.

**7.3 Limitations.** Axon’s warranty excludes damage related to: (a) failure to follow Product use instructions; (b) Products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the Product; (d) force majeure; (e) Products repaired or modified by persons other than Axon without Axon’s written permission; or (f) Products with a defaced or removed serial number.

**7.3.1 To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

**7.3.2 Axon’s cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or any other legal theory.**

**8 Product Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon product warnings.

**9 Design Changes.** Axon may make design changes to any Axon product or service without notifying Agency or making the same change to products and services previously purchased by Agency.

**10 Insurance.** Axon will maintain General Liability, Workers’ Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

**11 Indemnification.** Axon will indemnify Agency’s officers, directors, and employees (“**Agency Indemnitees**”) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of



---

negligent acts, omissions or willful misconduct by Agency or claims under workers compensation.

**12** **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services, related software, and suggestions to Axon. Axon has and claims proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs constituting Axon products and services. Agency will not directly or indirectly cause any Axon proprietary rights to be violated.

**13** **IP Indemnification.** Axon will indemnify Agency Indemnitees from and against all claims, damages, losses, liabilities, reasonable costs and expenses arising out of or relating to any third-party claim alleging that use of Axon Products or services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to Agency or any third party to the extent any alleged infringement or infringement claim is based upon: (a) modification of Axon Evidence by Agency or any third party not approved by Axon; (b) use of Axon Evidence in connection or in combination with hardware or services not approved or recommended by Axon; (c) use of Axon Evidence other than as permitted under this Agreement; or (d) use of other than the most current release or version of any software provided by Axon as part of or in connection with Axon Evidence.

**14** **Agency Responsibilities.** Agency is responsible for (a) its use of Axon Products; (b) breach of this Agreement or violation of applicable law by Agency or any Agency end user; and (c) a dispute between Agency and a third party over Agency use of Axon Products.

**15** **Termination.**

**15.1** **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's material breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.

**15.2** **By Agency.** Agency is obligated to pay the fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.

**15.3** **Effect of Termination.** Upon any termination of this Agreement, all Agency rights under this Agreement immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination. The following sections will survive termination: Payment, Warranty, Product Warnings, Indemnification, IP Rights, and Agency Responsibilities. If Agency purchases Products for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



- 16 Confidentiality.** **"Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 17 General.**
- 17.1 Delays.** Axon will use commercially reasonable efforts to deliver Products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate the delivery with reasonable notice.
- 17.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform under this Agreement due to a cause beyond the Parties' reasonable control, including acts of God, labor disputes, industrial disturbances, utility failures, earthquake, storms, elements of nature, blockages, embargoes, riots, acts or orders of government, terrorism, or war.
- 17.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 17.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 17.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 17.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 17.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 17.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 17.9 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 17.10 Governing Law.** The laws of the state where Agency is physically located, without reference



## Master Services and Purchasing Agreement

to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**17.11 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.	Agency:
Attn: Contracts	Attn:
17800 N. 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
contracts@axon.com	Email

**17.12 Entire Agreement.** This Agreement, including the Appendices, represent the entire agreement between the Parties. 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.

Each representative identified below declares that the representative is authorized to execute this Agreement as of the date of signature.

### Axon Enterprise, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Agency

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



---

### Axon Evidence Terms of Use Appendix

- 1 **Axon Evidence Subscription Term.** The Axon Evidence subscription begins after shipment of the Axon body-worn cameras. If Axon ships the body-worn cameras in the first half of the month, the start date is the 1st of the following month. If Axon ships the body-worn cameras in the second half of the month, the start date is the 15th of the following month. For phased deployments, the start date begins on shipment of the first phase. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Evidence Subscription Term**").
- 2 **Agency Content.** "**Agency Content**" means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than the Quote specifies. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") during the Axon Evidence Subscription Term. Agency may upload non-TASER Data to Axon Evidence Light.
- 4 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
- 6 **Updates.** For Android applications, including Axon View, Device Manager, and Capture, Axon will use reasonable efforts to support previous version of applications for 45 days. If Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.
- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content; (c) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (d) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an



## Master Services and Purchasing Agreement

---

end user, Agency will immediately terminate that end user's access to Axon Evidence. Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content, or if account information is lost or stolen.

- 8** **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 9** **Storage.** For Unlimited Axon Evidence body-worn camera subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or an Axon body-worn camera. Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 10** **Location of Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 11** **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Evidence immediately upon notice, if:
- 11.1.** The Termination provisions of this Agreement apply; or
  - 11.2.** Agency or end user's use of or registration for Axon Evidence may (a) pose a security risk to Axon Evidence or any third party; (b) adversely impact Axon Evidence, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third party to liability; or (d) be fraudulent.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 12** **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence.
- 13** **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may



## Master Services and Purchasing Agreement

---

not attempt to:

- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
- 13.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
- 13.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
- 13.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
- 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
- 13.7. use Axon Evidence to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third party privacy rights; or to store or transmit malicious code.

- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Content only if Agency has paid all amounts due. There will be no functionality of Axon Evidence during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Evidence during this time. Axon has no obligation to maintain or provide any Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Evidence.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Evidence.
- 17 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.



Professional Services Appendix

- 1 **Utilization of Services.** Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
- 2 **Body-Worn Camera Full Service (BWC Full Service).** BWC Full Service includes 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, additional days are \$2,500 per day. BWC Full Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Setup Axon View on smart phones (if applicable)</li> <li>• Configure categories and custom roles based on Agency need</li> <li>• Register cameras to Agency domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Agency</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management</li> <li>• Provide referrals of other agencies using the Axon camera products and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contracted on-site obligations</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p><b>End user go live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence and Evidence Sync</li> </ul>
<p><b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>
<p><b>Post go live review</b></p>

- 3 **Body-Worn Camera 1-Day Service (BWC 1-Day).** BWC 1-Day includes one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site



## Master Services and Purchasing Agreement

services, additional on-site assistance is \$2,500 per day. The BWC 1-Day options include:

<b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"><li>• Setup Axon Mobile on smart phones (if applicable)</li><li>• Configure categories &amp; custom roles based on Agency need</li><li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("<b>Dock</b>") access</li></ul>
<b>Dock configuration</b> <ul style="list-style-type: none"><li>• Work with Agency to decide ideal location of Dock setup and set configurations on Dock</li><li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency</li><li>• Does not include physical mounting of docks</li></ul>
<b>Axon instructor training (Train the Trainer)</b> <p>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<b>End user go live training and support sessions</b> <ul style="list-style-type: none"><li>• Assistance with device set up and configuration</li><li>• Training on device use, Axon Evidence and Evidence Sync</li></ul>
<b>Implementation document packet</b> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

4 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC 1-Day Service Package, except one day of on-site services.

5 **CEW Services Packages.** CEW Services Package are detailed below:

<b>System set up and configuration</b> <ul style="list-style-type: none"><li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li><li>• Troubleshoot IT issues with Axon Evidence.</li><li>• Register users and assign roles in Axon Evidence.</li><li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li><li>• <b>For the CEW 1-Day Service Package:</b> Virtual assistance included</li></ul>
<b>Dedicated Project Manager</b> <p>Assignment of specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks prior to rollout</p>
<b>Best practice implementation planning session to:</b> <ul style="list-style-type: none"><li>• Provide considerations for establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li><li>• Discuss importance of entering metadata and best practices for digital data management</li><li>• Provide referrals to other agencies using TASER CEW Products and Axon Evidence</li><li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li><li>• <b>For the CEW 1-Day Service Package:</b> Virtual assistance included</li></ul>
<b>System Admin and troubleshooting training sessions</b> <p>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>





## Master Services and Purchasing Agreement

### **Axon Evidence Instructor training**

- Provide training on the Axon Evidence with the goal of educating instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW 1-Day Service Package:** Training for up to 1 individual at Agency

### **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 Axon Evidence.

### **Post go live review**

**For the CEW Full Service Package:** On-site assistance included.

**For the CEW 1-Day Service Package:** Virtual assistance included.

**6 Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

### **Archival of CEW Firing Logs**

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

### **Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

**7 Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Installation includes:

Removal of existing connection screws that affix a holster to a holster mount

Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount

Reattachment of the holster to the mount using appropriate screws

Functional testing of Signal Sidearm device

Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed upon installation date(s).

**8 Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

**9 Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

**10 Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use, and will



## Master Services and Purchasing Agreement

---

provide an initial itemized list to Agency. 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 Agency.

- 11**     **Site Preparation.** Axon will provide one copy of current user documentation for the Products in paper or electronic form ("**Product User Documentation**"). Product User Documentation will include all required environmental specifications in order for the professional services and related Products to operate in accordance with Product User Documentation. Prior to the installation of Product (whether performed by Agency or Axon), Agency must prepare the location(s) where the Products are to be installed ("**Installation Site**") in accordance with the environmental specifications in Product User Documentation. Following install, Agency must maintain the Installation Site in accordance with the environmental specifications. If Axon modifies Product User Documentation for any Products under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 12**     **Acceptance.** When Axon completes the professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion of professional services. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or written notification of the reasons for rejection of within 7 calendar days of delivery of the Acceptance Form, Agency will be deemed to have accepted the professional services.
- 13**     **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



---

**Technology Assurance Plan Appendix**

If Technology Assurance Plan (“TAP”) or a bundle including TAP is on the Quote, this appendix applies.

- 1 **Term.** TAP begins after shipment of the hardware covered under TAP. If Axon ships hardware in the first half of the month, TAP starts the 1st of the following month. If Axon ships hardware in the second half of the month, TAP starts the 15th of the following month. (“TAP Term”).
- 2 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 3 **Spare Product.** Axon will provide Agency a predetermined number of spare Products for hardware items and accessories listed in the Quote (“Spare Products”). Spare Products will replace broken or non-functioning units. If Agency utilizes a Spare Product, Agency must return to Axon, through Axon’s warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Products provided under TAP. If Agency returns the Spare Products to Axon within 30 days of the Spare Product invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
- 4 **Officer Safety Plan Standard.** The Officer Safety Plan Standard (“OSP Standard”) includes Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER X2 or X26P CEW with a 4-year extended warranty, one CEW battery, and one CEW holster. Agency must purchase OSP for 5 years (“OSP Term”). At any time during the OSP Term, Agency may choose to receive the X2 or X26P CEW, battery and holster by providing a \$0 purchase order.
- 5 **Officer Safety Plan 7.** Both the Officer Safety Plan 7 (“OSP 7”) and Officer Safety Plan 7 Plus (“OSP 7 Plus”) include Axon Evidence Unlimited, TAP for Axon body-worn camera and Axon Dock, one TASER 7 Certification Plan, Axon Records, and Axon Aware. OSP 7 Plus also includes Axon Aware Plus, Signal Sidearm, Auto-Tagging, Axon Performance, Axon Redaction Assistant, and Axon Citizen for Communities. Both OSP 7 offerings are subject to additional terms for services in their bundle. Agency must purchase an OSP 7 subscription for every TASER 7 CEW user. Agency must accept delivery of TASER 7 CEW and accessories as soon as available from Axon. Agency acknowledges some offerings in the OSP 7 bundles may not be generally available at the time of Agency’s OSP 7 purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency’s election not to utilize any portion of an OSP 7 bundle.
- 6 **OSP 7 Term.** OSP 7 bundles begin after Axon ships the first Axon Body 3 or TASER 7 device to Agency. If Axon ships in the first half of the month, the start date is the 1st of the following month. If Axon ships in the second half of the month, the start date is the 15th of the following month. For phased deployments, each phase has its own start date and end date based on the first shipment of that phase, in accordance with the above. Each OSP 7 will run 5 years from the OSP 7 start date (“OSP 7 Term”).
- 7 **TAP Body-Worn Upgrade.** If Agency purchased 3 years of Axon Evidence Unlimited or TAP as



## Master Services and Purchasing Agreement

a standalone and makes all payments, Axon will provide Agency a new Axon body-worn camera 3 years after TAP starts ("**Body-Worn Upgrade**"). If Agency purchases 5 years of Axon Evidence Unlimited, an OSP, or TAP as a standalone and makes all payments, Axon will provide Agency a Body-Worn Upgrade 2.5 and 5 years after TAP starts. Axon may ship the Body-Worn Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Body-Worn Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency.

**7.1. TAP as a Stand-alone.** If Agency purchased TAP as a standalone, Axon will provide a Body-Worn Upgrade that is the same or like product, at Axon's option. Axon makes no guarantee the Body-Worn Upgrade will utilize the same accessories or Axon Dock. If Agency wants to change product models for the Body-Worn Upgrade, Agency must pay the price difference between the MSRP of the offered Body-Worn Upgrade and the MSRP of the model Agency is acquiring. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Body-Worn Upgrade.

**7.2. OSP or Unlimited TAP.** If Agency purchased Axon Evidence Unlimited or an OSP, Agency may choose a new on-officer video camera of Agency's choice.

**8. TAP Dock Upgrade.** If Agency purchased TAP for Axon Dock, Axon Evidence Unlimited, or an OSP, Axon will upgrade the Axon Dock with a new Axon Dock ("**Dock Upgrade**"). If Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade 3 years after TAP starts. If Agency purchased 5 years of Dock TAP, Axon will provide a Dock Upgrade 2.5 and 5 years after TAP starts. The Dock Upgrade at year 2.5 will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for body camera compatibility.

Axon may ship the Dock Upgrade at year 2.5 without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. In year 5, Axon may ship the Dock Upgrade 60 days before the end of the TAP Term without prior confirmation from Agency. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like product, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock model that is the same or like product, at Axon's option.

If Agency would like to change product models for the Dock Upgrade or change the number of bays, Agency must pay the price difference between the MSRP for the offered Dock Upgrade and the MSRP for the model desired. The MSRP will be the MSRP in effect at the time of the upgrade. Axon will not provide a refund if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade.

**9. Return of Original Product.** If Axon provides a warranty replacement 6 months before the date of a Body-Worn Upgrade or Dock Upgrade, that replacement is the upgrade. Within 30 days of receiving a Body-Worn or Dock Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon including serial numbers for the destroyed Products. If Agency does not return or destroy the Products, Axon



## Master Services and Purchasing Agreement

---

will deactivate the serial numbers for the Products received by Agency.

- 10** **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
- 10.1.** TAP and OSP coverage terminates as of the date of termination and no refunds will be given. Axon will not provide the free upgrades.
  - 10.2.** Agency make any missed payments due to the termination before Agency may purchase any future TAP or OSP.
  - 10.3.** If any OSP terminates before the end of the OSP Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



### TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon

- 1. Term.** If Agency purchases TASER 7 as part of OSP 7 or OSP 7 Plus, the start date for TASER 7 is the OSP 7 Term start date. Otherwise, the start date is based on initial shipment of TASER 7 hardware ("**TASER 7 Start Date**"). If Axon ships TASER 7 hardware in the first half of the month, the TASER 7 Start Date is the 1st of the following month. If Axon ships TASER 7 hardware in the last half of the month, the TASER 7 Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**TASER 7 Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have its own 60-month term, starting on the shipment of TASER 7 as described above.
- 2. Unlimited Duty Cartridge Plan.** If the Quote includes "**Unlimited Duty Cartridge Plan**", Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty, and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3. Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the TASER 7 Term, Axon will issue Agency a voucher annually beginning on the TASER 7 Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the TASER 7 Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.
- 4. Extended Warranty.** If the Quote includes a TASER 7 plan (**TASER 7 Basic - Upfront Plus Subscription, TASER 7 Basic - Subscription, or TASER 7 Certification**), extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. TASER 7 plans extended warranty coverage begins on the TASER 7 Start Date and continues for the TASER 7 Term. If the Quote does not include a TASER 7 plan, Agency may purchase extended warranties to provide coverage.
- 5. Spare Products.** Axon may provide Agency a fixed number of spares for TASER 7 hardware in the Quote ("**Spare Products**"). Spare Products will replace non-functioning units. If Agency uses a Spare Product, Agency must return non-functioning units to Axon, and Axon will repair or replace the non-functioning unit. If Agency does not return Spare Products to Axon within 30 days of termination of this Agreement, Axon will invoice Agency the MSRP then in effect for all unreturned Spare Products.
- 6. Trade-In.** If a trade-in discount is on the Quote, 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 discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Agency Size	Days to Return from TASER 7 Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 7. Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
- 7.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
  - 7.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
  - 7.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



---

### TASER 7 Axon Evidence Terms of Use Appendix

- 1 **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the TASER 7 or OSP 7 Start Date.
- 2 **TASER 7 Agency Content.** "TASER 7 Agency Content" means software, data, text, audio, video, images or other content any of Agency's end users (a) run on Axon Evidence; (b) cause to interface with Axon Evidence; or (c) upload to Axon Evidence under Agency account or otherwise transfer, process, use or store in connection with Agency account.
- 3 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 4 **Agency Owns TASER 7 Agency Content.** Agency controls and owns all right, title, and interest in and to TASER 7 Agency Content and except as otherwise outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of TASER 7 Agency Content. Axon will have limited access to TASER 7 Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end users.
- 5 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so Agency may file an objection with the court or administrative body. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.
- 6 **Axon Evidence Terms of Use Appendix.** To the extent not in conflict with the terms in this Appendix, all terms in the Axon Evidence Terms of Use Appendix also apply to use of TASER 7 with Axon Evidence.





### Axon Commander™ Software Appendix

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Commander. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Commander. "Use" means storing, loading, installing, or executing Commander exclusively for data communication with an Axon product. Agency may use Commander in a networked environment on computers other than the computer it installs Commander on, so long as each execution of Commander is for data communication with an Axon product. Agency may make copies of Commander for archival purposes only. Agency shall retain all copyright, trademark, and proprietary notices in Commander on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Commander license, as well any maintenance. The term will begin upon installation of Commander by Axon.
3. **License Restrictions.** All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Commander for any purpose other than as expressly permitted by this Agreement. Agency may not:
  - 3.1 modify, tamper with, repair, or otherwise create derivative works of Commander;
  - 3.2 reverse engineer, disassemble, or decompile Commander or apply any process to derive the source code of Commander, or allow others to do the same;
  - 3.3 access or use Commander to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4 copy Commander in whole or part, except as expressly permitted in this Agreement;
  - 3.5 use trade secret information contained in Commander;
  - 3.6 resell, rent, loan or sublicense Commander;
  - 3.7 access Commander to build a competitive product or service or copy any features, functions or graphics of Commander; or
  - 3.8 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.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Commander. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Commander. Axon may provide technical support of a prior release/version of Commander for 6 months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Agency must immediately destroy Commander, including all copies, adaptations and merged portions in any form.



### Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of development of an integration module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto populate Axon video meta-data with a case ID, category, and location based on data maintained in Agency's CAD or RMS. Agency must purchase Axon Auto-Tagging for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
- 2 **Support.** After completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes to Services.** Axon is only responsible to perform the services in this Appendix. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency:
  - 4.1. Making available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Making required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Providing access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allowing Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Providing all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly installing and implementing any and all software updates provided by Axon;
  - 4.6. Ensuring that all appropriate data backups are performed;
  - 4.7. Providing assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Providing Axon with remote access to Agency's Axon Evidence account when required;
  - 4.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at Agency; and
  - 4.10. Ensuring reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use, and will provide an initial list to Agency. 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 Agency.



---

**Axon Interview Room Appendix**

- 1 **Axon Interview Room Axon Evidence Term.** The Axon Evidence Subscription for Axon Interview Room begins after shipment of Axon Interview Room hardware. If Axon ships Axon Interview Room hardware in first half of the month, the Axon Interview Room start date is the 1st of the following month. If Axon ships Axon Interview Room hardware in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase. The Axon Interview Room subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Interview Room Subscription**").
  
- 2 **Statement of Work.** The Axon Interview Room Statement of Work ("**Interview Room SOW**") attached to this Appendix details Axon's professional services deliverables. Axon is only responsible to perform services described in the Interview Room SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
  
- 3 **Axon Interview Room Warranty.** Axon Interview Room Products are covered under the applicable third-party manufacturer's warranty.
  
- 4 **Hardware Maintenance.** If Agency purchases Hardware Maintenance, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term specified in the Quote ("**Hardware Maintenance Term**"). The Hardware Maintenance Term begins on Agency's receipt of the hardware covered by the Hardware Maintenance and continues as long as Agency continues to pay the required Hardware Maintenance fees.  
  
If Axon receives a valid warranty claim within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware intentionally or deliberately damaged.
  
- 5 **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Once Hardware Maintenance coverage terminates for any reason, then: (a) Hardware Maintenance coverage will terminate as of the date of termination; and (b) Axon will not provide refunds, and has no obligation to, provide future support or services for hardware covered by Hardware Maintenance.
  
- 6 **Support.** Axon will provide remote customer service for troubleshooting hardware issues. If Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician.
  
- 7 **Axon Interview Room Unlimited.** For Axon Interview Room Unlimited Axon Evidence subscription, unlimited data may be stored as part of Axon Interview unlimited storage only if the data originates from Axon Interview Room hardware.



### Axon Fleet Appendix

- 1 **Axon Fleet Axon Evidence Subscription.** The Axon Evidence subscription for Axon Fleet begins after shipment of Axon Fleet hardware. If Axon ships Fleet hardware in the first half of the month, the start date is the 1st of the following month. If Axon ships in the last half of the month, the start date is the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase. Subsequent phases will begin upon shipment of that phase. The Axon Fleet subscription term will end upon the completion of the Axon Evidence subscription as documented in the Quote ("**Axon Fleet Subscription**").
- 2 **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
- 3 **CradlePoint.** If Agency purchases CradlePoint Enterprise Cloud Manager, Agency will comply with CradlePoint's end user license agreement. The term of the CradlePoint license may differ from the Axon Fleet Subscription. CradlePoint installation is outside the scope of this Agreement. If Agency requires CradlePoint support, Agency will contact CradlePoint directly.
- 4 **Statement of Work.** If Agency purchases installation services for Axon Fleet, the Statement of Work ("**Fleet SOW**") attached to this Appendix details Axon's deliverables to Agency with respect to the installation of Axon Fleet and any related hardware. Axon is only responsible for performing the services described in the Fleet SOW. Any additional services are out of scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Third Party Installer.** If Agency (a) installs Axon Fleet and related hardware without "train the trainer" services from Axon; (b) does not follow instructions provided by Axon during train the trainer, or (c) uses 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 installation and use of Axon Fleet. Axon will not be liable for any degradation in performance that does not meet Axon's specifications or damage to Axon Fleet hardware due to Third Party Installers.
  - 5.1. Axon may charge Agency if Axon is required to (a) replace hardware damaged by Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to Agency to replace hardware damaged by Third Party Installer.
  - 5.2. If Agency utilizes Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.
- 6 **Wireless Offload Software.**
  - 6.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Software ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Products for the number of licenses purchased. The WOS term begins upon the start of the Axon Fleet Subscription.



## Master Services and Purchasing Agreement

- 6.2. License Restrictions.** All licenses granted in this Agreement are conditional on compliance with this Agreement and will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive product or service or copy any features, functions or graphics of 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 WOS.
- 6.3. Updates.** If Agency purchases WOS maintenance, Axon will make any updates and error corrections to WOS ("**WOS Updates**") available electronically via Internet or media as determined solely by Axon. Agency is responsible for establishing and maintaining adequate Internet access in order to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 6.4. WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for 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, Agency must pay the remaining MSRP for the Wireless Microphone, or if terminating for non-appropriations, return the Wireless Microphone to Axon.
- 8. Fleet 2 Unlimited.** Both Fleet 2 Unlimited and Fleet 2 Unlimited 60 require a 5-year term. Both offerings provide a 4-year extended warranty on Axon Fleet camera hardware and unlimited Axon Evidence storage for data originating from an Axon Fleet Camera.
- 9. Fleet 2 Unlimited Upgrade.** For Axon Fleet 2 Unlimited, 5-years after the start of the Axon Fleet Subscription, Axon will provide Agency with a new front and new rear Axon Fleet camera that is the same or like product, at Axon's sole option ("**Axon Fleet Upgrade**"). Axon Fleet 2 Unlimited 60 is not eligible to receive an Axon Fleet Upgrade.

After Agency makes the fifth Axon Fleet Unlimited payment, Agency may elect to receive the Axon Fleet Upgrade anytime in the fifth year of the Axon Fleet Subscription. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Products to Axon or destroy the Products and provide a certificate of destruction to Axon, including serial numbers of the destroyed Products. If Agency does not destroy or return the Products to Axon, Axon will deactivate the serial numbers for the Products received by Agency.



## Master Services and Purchasing Agreement

---

- 10** **Spares.** Axon will provide Agency a predetermined number of spare Axon Fleet cameras for as listed in the Quote ("**Fleet Spares**"). Fleet Spares will replace broken or non-functioning units. If Agency utilizes a Fleet Spare, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair the non-functioning unit or replace with a replacement Product.
- 11** **Fleet Unlimited Termination.** If Agency's payment for any Axon Fleet Unlimited program or Axon Evidence is more than 30 days past due, Axon may terminate Axon Fleet Unlimited. Once Axon Fleet Unlimited terminates for any reason, then:
- 11.1.** Axon Fleet Unlimited coverage terminates and no refunds will be given.
  - 11.2.** Axon will not and has no obligation to provide the Axon Fleet Upgrade Models.
  - 11.3.** Axon will invoice Agency the then current MSRP for all Spare Products provided under Axon Fleet Unlimited. If Agency returns Spare Products within 30 days of the invoice date, Axon will issue a credit and apply it against the Spare Product invoice.
  - 11.4.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.
  - 11.5.** If Agency purchases Products for less than the MSRP and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Products received and amount paid towards those Products. If terminating for non-appropriations, Agency may return Products to Axon within 30 days of termination. MSRP is the standalone price of the individual Product at time of sale. For bundled Products, MSRP includes the standalone price of all individual components.



---

**Axon Aware Appendix**

This Axon Aware Appendix applies to both Axon Aware and Axon Aware Plus. Axon Aware Plus also includes Axon Aware.

- 1** **Axon Aware Subscription Term.** If Agency purchases Axon Aware as part of a bundled offering, the Axon Aware subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Aware to Agency.

If Agency purchases Axon Aware as a standalone, the Axon Aware subscription begins the later of: (1) the date Axon provisions Axon Aware to Agency, or (2) the first day of the month following the Effective Date.

The Axon Aware subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Aware.

- 2** **LTE Requirements.** Axon Aware is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency' consent.

- 3** **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Aware, or for bundles that include Axon Aware, Axon will end LTE service.



---

**Axon Records Appendix**

- 1 **Axon Records Subscription Term.** If Agency purchases Axon Records as part of a bundled offering, the Axon Records subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Records to Agency.

If Agency purchases Axon Records as a standalone, the Axon Records subscription begins the later of (1) the date Axon provisions Axon Records to Agency or (2) the first day of the month following the Effective Date.

The Axon Records subscription term will end upon the completion of the Axon Records subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term (“**Axon Records Subscription**”).

- 2 **Agency Records Content. “Agency Records Content”** means software, data, text, audio, video, images or any content Agency end users (a) run on Axon Records (b) cause to interface with Axon Records, or (c) upload to Axon Records under Agency account or otherwise transfer, process, use or store in connection with Agency account.

- 3 **Access Rights.** Upon Axon granting Agency an Axon Records subscription, Agency may access and use Axon Records to store and manage Agency Records Content during the Records Subscription Term. Agency may not exceed the number of end users than the Quote specifies.

- 4 **Axon Records Core.** Axon Records Core includes the following applications: Report Writer, NIBRS Incident Reporting, Axon Evidence Integration, Case Management, Civil & Protection Orders (early 2020), Physical Property, Information Exchange Access, APIs. Additional applications, as well as any Axon services needed to configure Axon Records, are not included in the Axon Records Core fee or any bundle that includes Axon Records Core.

- 5 **Agency Owns Agency Records Content.** Agency controls and owns all right, title, and interest in Agency Records Content. Except as outlined herein, Axon obtains no interest in Agency Records Content, and Agency Records Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Records Content. Axon will have limited access to Agency Records Content solely for providing and supporting Axon Records to Agency and Agency end users.

- 6 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Records Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital records; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

- 7 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Records Content and no Agency Records





## Master Services and Purchasing Agreement

Content or Agency end user's use of Agency Records Content or Axon Records violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Records. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Records.

Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Records Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Records that details who accesses Agency Records Content. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Records Content or if account information is lost or stolen.

- 8** **Privacy.** Axon will not disclose Agency Records Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Records Content, Axon will give Agency notice so Agency may file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to: (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Records; or (c) perform analytic and diagnostic evaluations of the systems.

Agency hereby grants Axon an irrevocable, worldwide, royalty-free license to use Agency Content to enable Axon to create derivative works of 'scrubbed' Agency Content (collectively, "**Derivative Data**"). Axon may use Derivative Data to provide services to Agency, or to operate, maintain, improve, or create new products and services. Notwithstanding the foregoing and except as provided in this Agreement, Axon shall not disclose Agency Content or Derivative Data containing PII to any third party, and it will exercise commercially reasonable efforts to limit PII in Derivative Data, including, without limitation, encrypting Derivative Data in transit and stripping PII from metadata.

- 9** **Location of Data Storage.** Axon may transfer Agency Records Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Records Content will be stored. For United States agencies, Axon will ensure all Agency Records Content stored in Axon Records remains within the United States. Ownership of Agency Records Content remains with Agency.

- 10** **Suspension.** Axon may suspend Agency's or any end user's right to access or use any portion or all of Axon Records immediately upon notice, if:
- 10.1.** The Termination provisions of this Agreement apply; or
  - 10.2.** Agency or end user's use of or registration for Axon Records may (a) pose a security risk to Axon Evidence or any third party, (b) adversely impact Axon Records, the systems, or content of any other customer, (c) subject Axon, Axon's affiliates, or any third party to liability, or (d) be fraudulent.



## Master Services and Purchasing Agreement

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Records Content because of suspension, except as specified in this Agreement.

- 11 Axon Records Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Records.
- 12 Axon Records Restrictions.** All Axon Records subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Records;
  - 12.2.** reverse engineer, disassemble, or decompile Axon Records or apply any other process to derive any source code included in Axon Records, or allow any others to do the same;
  - 12.3.** access or use Axon Records with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4.** use trade secret information contained in Axon Records, except as expressly permitted in this Agreement;
  - 12.5.** access Axon Records to build a competitive product or service or copy any features, functions, or graphics of Axon Records;
  - 12.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Records; or
  - 12.7.** use Axon Records to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code.
- 13 After Termination.** Axon will not delete Agency Records Content for 90-days following termination. During these 90-days, Agency may retrieve Agency Records Content only if Agency has paid all amounts due. There will be no functionality of Axon Records during these 90-days other than the ability to retrieve Agency Records Content. Agency will not incur additional fees if Agency downloads Agency Records Content from Axon Records during this time. Axon has no obligation to maintain or provide any Agency Records Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Records Content stored in Axon Records. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Records Content from Axon Records.
- 14 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Records Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Records on



## Master Services and Purchasing Agreement

---

behalf of U.S. Federal department, Axon Records is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Records on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Records.

- 16** **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Records Content, Storage, Axon Records Warranty, and Axon Records Restrictions.



**Axon Citizen for Communities Appendix**

- 1 **Axon Citizen Subscription Term.** If Agency purchases Axon Citizen for Communities as part of a bundled offering, the Axon Citizen subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Citizen to Agency.

If Agency purchase Axon Citizen as a standalone, the Axon Citizen subscription begins the later of: (1) the date Axon provisions Axon Aware to Agency, or (2) the first day of the month following the Effective Date.

The Axon Citizen subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Citizen.

- 2 **Storage.** Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance.
- 3 **Post-Termination.** The post-termination provisions outlined in the Axon Evidence Appendix also apply to Portal Content.



**Axon Redaction Assistant Appendix**

- 1 **Axon Redaction Assistant Subscription Term.** If Agency purchases Axon Redaction Assistant as part of a bundled offering, the Axon Redaction Assistant subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Redaction Assistant to Agency.

If Agency purchase Axon Redaction Assistant as a standalone, the Axon Redaction Assistant subscription begins the later of: (1) the date Axon provisions Axon Redaction Assistant to Agency, or (2) the first day of the month following the Effective Date.

The Axon Redaction Assistant subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Redaction Assistant.



**Axon Performance Appendix**

- 1 **Axon Performance Subscription Term.** If Agency purchases Axon Performance as part of a bundled offering, the Axon Performance subscription begins on the later of: (1) the start date of that bundled offering, or (2) the date Axon provisions Axon Performance to Agency.

If Agency purchase Axon Performance as a standalone, the Axon Performance subscription begins the later of: (1) the date Axon provisions Axon Performance to Agency or (2) the first day of the month following the Effective Date.

The Axon Performance subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Performance.

- 2 **Storage of Auto-Tagging Data.** In order to provide Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



---

**Axon Application Programming Interface Appendix**

**1 Definitions.**

**"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

**"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

**"Axon Evidence Partner API, API or AXON API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

**"Use"** means any operation on Agency's data enabled by the supported API functionality.

**2 Purpose and License.**

**2.1.** Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon products and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

**2.2.** Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

**2.3.** Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

**3 Configuration.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

**4 Agency Responsibilities.** When using API Service, Agency and its end users may not:

- 4.1.** use API Service in any way other than as expressly permitted under this Agreement;
- 4.2.** use in any way that results in, or could result in, any security breach to Axon;
- 4.3.** perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Products and Services;
- 4.4.** interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5.** reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6.** create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or disclose Axon's API manual.

**5** **API Content.** All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
- 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports; and
- 5.3. the structure of and relationship of API Service resources; and
- 5.4. the design of API Service, in any part or as a whole.

**6** **Prohibitions on API Content.** Neither Agency nor its end users will use API content returned from the API Interface to:

- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- 6.3. misrepresent the source or ownership; or
- 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

**7** **API Updates.** Axon may update or modify the API Service from time to time, to better serve Agency ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client that are required as a result of such API Update. API Updates may adversely affect the manner in which Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for a one year period following the release of an API Update for all depreciated API Service versions.





**Advanced User Management Appendix**

- 1 **Scope.** Advanced User Management allows Agency to (a) utilize bulk user creation and management; (b) automate user creation and management through System for Cross-domain Identity Management (“**SCIM**”); and (c) automate group creation and management through SCIM.
  
- 2 **Pricing.** Agency must purchase Advanced User Management for every Axon Evidence user in Agency, even if the user does not have an Axon body camera.
  
- 3 **Advanced User Management Configuration.** Agency will work independently to configure Agency’s Advanced User Management for Agency’s applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



---

**Axon Third Party Data Ingestion Services Appendix**

- 1 **Scope.** Agency currently has third party data outside of Axon Evidence ("**Third Party Data**") that Agency desires to store in Axon Evidence. The scope will consist of Axon transferring and ingesting Agency's Third Party Data into Axon Evidence. Axon will run a SHA on all Third Party Data. Axon will then transfer the data to cloud storage and run a hash on the Third Party Data to confirm it is the same. Once this is confirmed, Axon will extract, transform, and load the Third Party Data into Axon Evidence.
  
- 2 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget
  
- 3 **Changes to Services.** Axon is only responsible to perform the services described in this Appendix. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
  
- 4 **Agency Responsibilities.** Axon's performance of Data Ingestion Services requires Agency:
  - 4.1. Making available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access if possible);
  - 4.2. Providing access to the building facilities and where Axon is to perform the Data Ingestion Services, subject to safety and security restrictions imposed by Agency (including providing security passes or other necessary documentation to Axon representatives performing the Data Ingestion Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Data Ingestion Services);
  - 4.3. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Data Ingestion Services;
  - 4.4. Ensuring that all appropriate data backups are performed;
  - 4.5. Providing Axon with remote access to Agency's Axon Evidence account when required for Axon to perform the Data Ingestion Services;
  - 4.6. Notifying Axon of any network or machine maintenance that may impact the performance of the Data Ingestion Services; and
  - 4.7. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Data Ingestion Services).



Axon Support Engineer Appendix

- 1 Axon Support Engineer Payment. Axon will invoice for Axon Support Engineer ("ASE") services, as outlined in the Quote, when the Axon Support Engineer commences work on-site at Agency.
2 Full-Time ASE Scope of Services.
2.1 A Full-Time ASE will work on-site four (4) days per week.
2.2 Agency's Axon sales representative and Axon's Customer Success team will work with Agency to define its support needs and ensure the Full-Time ASE has skills to align with those needs. There may be up to a 6-month waiting period before the Full-Time ASE can work on-site, depending upon Agency's needs and availability of a Full-Time ASE.
2.3 The purchase of Full-Time ASE services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency, and Agency is current on all payments for the Full-Time ASE service.

The Full-Time ASE service options are listed below:

Table with 5 rows of service options: Ongoing System Set-up and Configuration, Account Maintenance, Data Analysis, Direct Support, and Customer Advocacy. Each row contains a list of specific tasks.

- 3 Regional ASE Scope of Services
3.1 A Regional ASE will work on-site for 3 consecutive days per quarter. Agency must schedule the on-site days at least 2 weeks in advance. The Regional ASE will also be available by phone and email during regular business hours up to 8 hours per week.



## Master Services and Purchasing Agreement

- 3.2. There may be up to a 6-month waiting period before Axon assigns a Regional ASE to Agency, depending upon the availability of a Regional ASE.
- 3.3. The purchase of Regional ASE services includes 2 complimentary Axon Accelerate tickets per year of the Agreement, so long as the ASE has started work at Agency and Agency is current on all payments for the Regional ASE service.

The Regional ASE service options are listed below:

<b>Account Maintenance</b> <ul style="list-style-type: none"><li>• Conducting remote trainings on new features and products for Agency's leadership</li><li>• Thoroughly documenting issues and workflows and suggesting new workflows to improve effectiveness of the Axon program</li><li>• Conducting weekly conference calls to cover current issues and program status</li><li>• Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss your agency's goals for your Axon program, and continue to ensure a successful deployment of Axon products</li></ul>
<b>Direct Support</b> <ul style="list-style-type: none"><li>• Providing remote, tier 1 and tier 2 technical support for Axon products</li><li>• Creating and monitoring RMAs remotely</li></ul>
<b>Data Analysis</b> <ul style="list-style-type: none"><li>• Providing quarterly Axon usage data to identify trends and program efficiency opportunities</li><li>• Comparing an agency's Axon usage and trends to peers to establish best practices</li><li>• Proactively monitoring the health of Axon equipment and coordinating returns when needed</li></ul>
<b>Customer Advocacy</b> <ul style="list-style-type: none"><li>• Coordinating bi-yearly Voice of Customer meetings with Product Management team</li><li>• Recording and tracking agency feature requests and major bugs</li></ul>

- 4 **Out of Scope Services.** The ASE is responsible to perform only the services described in this Appendix. Any additional services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
- 5 **ASE Leave Time.** The ASE will be allowed up 7 days of sick leave and up to 15 days of vacation time per each calendar year. The ASE will work with Agency to coordinate any time off and will provide Agency with at least 2 weeks' notice prior to utilizing any vacation days.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Evidence, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal SidearmEvidence Sync, TASER, TASER 7, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.