



Commerce City Police Department - CO

AXON SALES REPRESENTATIVE

Brian Moutinho

9168062275

bmoutinho@axon.com

ISSUED

11/5/2019



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

Q-225059-43774.115BM

Issued: 11/05/2019

Quote Expiration: 12/20/2019

Account Number: 106135

Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SHIP TO

Dennis Moon
 Commerce City Police Department - CO
 7887 E. 60th Avenue
 COMMERCE CITY, CO 80022
 US

BILL TO

Commerce City Police Department - CO
 7887 E. 60th Avenue
 COMMERCE CITY, CO 80022
 US

SALES REPRESENTATIVE

Brian Moutinho

Phone: 9168062275

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PRIMARY CONTACT

Dennis Moon

Phone: (303) 288-1535

Email: dmoon@c3gov.com

Year 1 - OSP 7 Plus (Est. Ship Date 12/1/2019)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
20140	TASER 7 DUTY CARTRIDGE REPLENISHMENT PROGRAM	92	0.00	0.00	0.00
80011	BASIC EVIDENCE.COM LICENSE: 5 YEAR	11	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	110	0.00	0.00	0.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT	3,680	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	92	0.00	0.00	0.00
73420	AXON RECORDS LICENSE: 5 YEAR	92	0.00	0.00	0.00
80051	AXON AUTO TAGGING SERVICE ADD-ON: 5 YEAR	92	0.00	0.00	0.00
20141	TASER 7 EVIDENCE.COM LICENSE	1	0.00	0.00	0.00
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	45	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	450	0.00	0.00	0.00
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	92	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	92	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	214	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	214	0.00	0.00	0.00
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00

Year 1 - OSP 7 Plus (Est. Ship Date 12/1/2019) (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)					
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3)	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL	111	0.00	0.00	0.00
20041	TASER 7 BATTERY PACK WARRANTY, 4-YEAR	111	0.00	0.00	0.00
20160	TASER 7 HOLSTER - SAFARILAND, RIGHT HAND	107	0.00	0.00	0.00
74200	DOCK AND CORE, TASER 7	2	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR	2	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	0.00	0.00	0.00
20016	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE)	24	0.00	0.00	0.00
20017	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	24	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	214	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1	0.00	0.00	0.00
Other					
73453	OFFICER SAFETY PLAN 7 PLUS	92	0.00	0.00	0.00
73460	EVIDENCE.COM UNLIMITED PLUS DOCK TAP: 5 YEAR	92	0.00	0.00	0.00
75000	SIGNAL SIDEARM ADHESIVE MOUNT	92	0.00	0.00	0.00
75001	SIGNAL SIDEARM ADHESIVE MOUNT REMOVAL KIT	92	0.00	0.00	0.00
73410	AXON AWARE PLUS V SERVICE LINE: 5 YEAR	107	0.00	0.00	0.00
73465	Performance Service: 5 Year	92	0.00	0.00	0.00
20147	AXON DEVELOPED OCULUS TRAINING CONTENT ACCESS	1	0.00	0.00	0.00
20135	OCULUS GO STANDALONE VIRTUAL REALITY HEADSET	1	0.00	0.00	0.00
20146	TASER 7 ONLINE TRAINING CONTENT ACCESS	92	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	92	2,388.00	1,684.69	154,991.48
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00

Year 1 - OSP 7 Plus (Est. Ship Date 12/1/2019) (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
73490	REDACTION ASSISTANT 51-150 SWORN AGENCY-WIDE LICENSE: 5 YEAR	1	0.00	0.00	0.00
73570	CITIZEN FOR COMMUNITIES 51-150 SWORN AGENCY-WIDE LICENSE: 5	1	0.00	0.00	0.00
			Subtotal		154,991.48
			Estimated Shipping		0.00
			Estimated Tax		0.00
			Total		154,991.48

Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
20008	TASER 7 HANDLE, HIGH VISIBILITY, CLASS III	3	0.00	0.00	0.00
20040	TASER 7 HANDLE WARRANTY, 4-YEAR	3	0.00	0.00	0.00
			Subtotal		0.00
			Estimated Tax		0.00
			Total		0.00

Year 1 - Trade-In

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	1	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	3	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	6	0.00	0.00	0.00
20148	TASER 7 TRADE-IN CEW TAP	1	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	8	0.00	0.00	0.00
20148	TASER 7 TRADE-IN CEW TAP	1	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	51	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	8	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	8	0.00	0.00	0.00
20104	TASER 7 TRADE-IN UPFRONT PURCHASE	5	0.00	0.00	0.00
20150	TASER 7 TRADE-IN CARTRIDGE	91	0.00	0.00	0.00
			Subtotal		0.00
			Estimated Tax		0.00
			Total		0.00

Year 1 - AB3 Delivery (Est. Ship Date 1/1/2020)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	92	0.00	0.00	0.00
74210	AXON BODY 3 - 8 BAY DOCK	12	1,495.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY	12	0.00	0.00	0.00
73200	AXON BODY 3 - NA01	92	699.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	107	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	92	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	107	29.95	0.00	0.00
Other					
71019	NORTH AMERICA POWER CORD	12	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Spares - AB3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
73303	5 YEAR OFFICER SAFETY PLAN 7 AB3 CAMERA	3	0.00	0.00	0.00
73200	AXON BODY 3 - NA01	3	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK	3	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	3	0.00	0.00	0.00
11507	MOLLE MOUNT, SINGLE, AXON RAPIDLOCK	3	29.95	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 1- Interview Room (Estimated Delivery of 1/1/2020)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	2	1,750.00	0.00	0.00
50070	AXON TOUCH PANEL SOFTWARE	4	1,500.00	0.00	0.00
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	4	1,089.00	0.00	0.00

Year 1- Interview Room (Estimated Delivery of 1/1/2020) (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
50281	AXIS CAMERA, AXIS Q3515-LV NETWORK CAMERA	4	985.00	0.00	0.00
50118	LOUROE DV-ML MICROPHONE (POE)	4	196.50	0.00	0.00
50223	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	4	2,600.00	0.00	0.00
74056	TOUCH PANEL WALL MOUNT	4	64.00	0.00	0.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	4	1,240.99	0.00	0.00
Services					
85170	INTERVIEW ROOM, INSTALL AND SETUP	4	2,500.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 2 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85110	EVIDENCE.COM INCLUDED STORAGE	450	0.00	0.00	0.00
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	45	180.00	180.00	8,100.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
Other					
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	92	2,388.00	2,388.00	219,696.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
				Subtotal	227,796.00
				Estimated Tax	0.00
				Total	227,796.00

Year 2- Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	4	1,188.00	1,188.00	4,752.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	4	300.00	300.00	1,200.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
				Subtotal	6,652.00
				Estimated Tax	0.00
				Total	6,652.00

Year 3 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85110	EVIDENCE.COM INCLUDED STORAGE	450	0.00	0.00	0.00
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	45	180.00	180.00	8,100.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
73311	8-BAY DOCK AXON BODY CAMERA REFRESH ONE	12	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	214	0.00	0.00	0.00
Other					
73309	AXON BODY CAMERA REFRESH ONE	92	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	92	2,388.00	2,388.00	219,696.00
75000	SIGNAL SIDEARM ADHESIVE MOUNT	107	249.00	0.00	0.00
75001	SIGNAL SIDEARM ADHESIVE MOUNT REMOVAL KIT	107	0.00	0.00	0.00

Year 3 - BWC (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
				Subtotal	227,796.00
				Estimated Tax	0.00
				Total	227,796.00

Year 3- Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	4	1,188.00	1,188.00	4,752.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	4	300.00	300.00	1,200.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
				Subtotal	6,652.00
				Estimated Tax	0.00
				Total	6,652.00

Year 4 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85110	EVIDENCE.COM INCLUDED STORAGE	450	0.00	0.00	0.00
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	45	180.00	180.00	8,100.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
Other					
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	92	2,388.00	2,388.00	219,696.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00

Year 4 - BWC (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
				Subtotal	227,796.00
				Estimated Tax	0.00
				Total	227,796.00

Year 4- Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	4	1,188.00	1,188.00	4,752.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	4	300.00	300.00	1,200.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
				Subtotal	6,652.00
				Estimated Tax	0.00
				Total	6,652.00

Year 5 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
85110	EVIDENCE.COM INCLUDED STORAGE	450	0.00	0.00	0.00
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	45	180.00	180.00	8,100.00
Hardware					
20012	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE)	184	0.00	0.00	0.00
20013	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE)	184	0.00	0.00	0.00
20014	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, STANDOFF (3	184	0.00	0.00	0.00
20015	TASER 7 HOOK-AND-LOOP TRAINING (HALT) CARTRIDGE, CLOSE QUART	184	0.00	0.00	0.00
73312	8-BAY DOCK AXON BODY CAMERA REFRESH TWO	12	0.00	0.00	0.00
Other					
73310	AXON BODY CAMERA REFRESH TWO	92	0.00	0.00	0.00
73455	OFFICER SAFETY PLAN 7 PLUS ANNUAL PAYMENT	92	2,388.00	2,388.00	219,696.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1	0.00	0.00	0.00

Year 5 - BWC (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)					
20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2	0.00	0.00	0.00
				Subtotal	227,796.00
				Estimated Tax	0.00
				Total	227,796.00

Year 5- Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	4	1,188.00	1,188.00	4,752.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	4	300.00	300.00	1,200.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	350.00	700.00
				Subtotal	6,652.00
				Estimated Tax	0.00
				Total	6,652.00

Grand Total | 1,092,783.48



Discounts (USD)

Quote Expiration: 12/20/2019

List Amount	1,321,975.46
Discounts	229,191.98
Total	1,092,783.48

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1 - OSP 7 Plus (Est. Ship Date 12/1/2019)	154,991.48
Spares	0.00
Year 1 - Trade-In	0.00
Year 1 - AB3 Delivery (Est. Ship Date 1/1/2020)	0.00
Spares - AB3	0.00
Year 1- Interview Room (Estimated Delivery of 1/1/2020)	0.00
Year 2 - BWC	227,796.00
Year 2- Interview Room	6,652.00
Year 3 - BWC	227,796.00
Year 3- Interview Room	6,652.00



Summary of Payments (Continued)

Payment	Amount (USD)
Year 4 - BWC	227,796.00
Year 4- Interview Room	6,652.00
Year 5 - BWC	227,796.00
Year 5- Interview Room	6,652.00
Grand Total	1,092,783.48

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

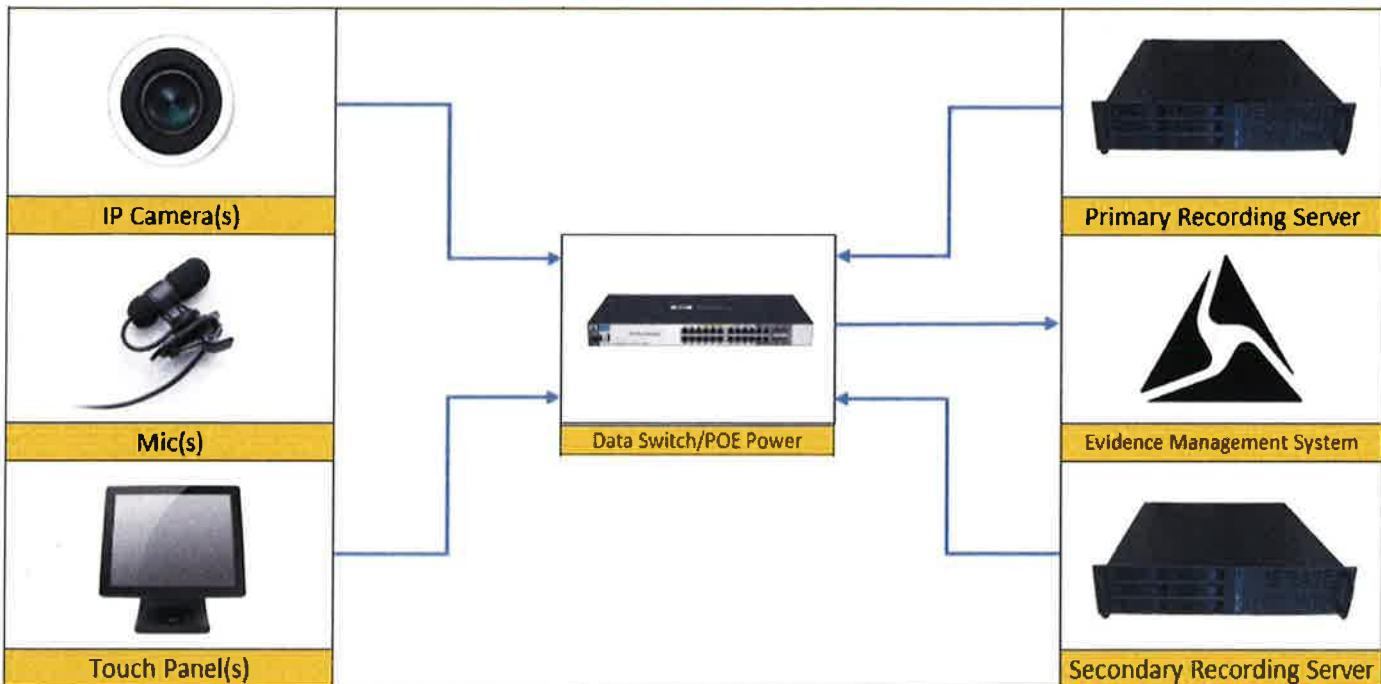
This document details a proposed system design

Agency Created For: Commerce City Police Department - CO

Sold By:	Brian Moutinho
Designed By:	Jason South
Installed By:	Axon Professional Services
Customer Contact:	
Target Install Date:	

AXON INTERVIEW RECORDING PLATFORM

This image is intended to be a general visual of how Interview Room is configured. Please read through the SOW for configuration specific to this deal.



AXON-PROVIDED HARDWARE SUMMARY

The following section offers a broad summary of the Axon-provided hardware needed to configure this order. With the exception of server quantities, QUANTITIES DO NOT REFLECT CUSTOMER-PROVIDED ITEMS.

Total Camera Configurations

		Locations	# Rooms
4	Camera(s)	Headquarters	3
0	Covert Enclosure(s)	Location 2	1

Total Switches

0	POE Switch(es)
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Total Servers

2	Server(s) (<i>customer-provided included</i>)
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Total Touch Panels

4	Touch Panel(s) (<i>virtual not included</i>)
4	Wall Mount(s)

Total Camera Configurations

0	I/O Box(es)
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INTERVIEW ROOM OVERVIEW

The following sections detail the configuration of the Axon Interview recording system at all locations.

Network Considerations

Network Requirements	Each IP Camera will be connected to a POE switch that provides the device with power and network connectivity.		
	Each Recording Server must be given a static IPv4 network address that is routable across the network.		
	Each IP Camera must be given a static IPv4 network address that is routable across the network.		
	Each touch panel/kiosk must be given a static IPv4 network address that is routable across the network.		
Network Addressing	Network Device	Static IPs	Total IPs
	Qty of IP Cameras	4	10
	Qty of Touch Panels	4	
	Qty of Recording Servers	2	
Data Switch Provisioning	This install will require POE data switches at each location.		
Virtual Kiosks	0 workstations will require virtual kiosk software to be installed.		
Customer Provided Items	Customer to provide all device IP addresses Customer to also provide: <ul style="list-style-type: none"> • Subnet Mask • Gateway IP • DNS/WINS IP • Time Server IP 		
	Customer IT staff will configure all switches with proper network configuration.		

Metadata Tags

Metadata Tagging	The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number).
Metadata Tags	Information collected prior to recording: <ul style="list-style-type: none"> • Interviewee first and last name • Case number • Case type • Interviewee type Information collected post recording: <ul style="list-style-type: none"> • Interviewer name(s)
Customer Provided Items	Customer to provide preferred metadata fields.
Axon Provided Items	Axon to facilitate the creation of metadata fields.

NETWORK CONFIGURATION DETAILS

The following section offers a broad summary of the Axon-provided hardware needed to configure this order.

Network Configuration Details

Evidence Management System	
Application Features	<p>Network Applications:</p> <ul style="list-style-type: none">• Remote monitoring application <p>Evidence.com Application Features:</p> <ul style="list-style-type: none">• Secure Cloud Storage• Redaction• Download/Sharing• Audit Trail• Reporting

Training

Application Package	<p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none">• Touch panel overview• Initiating interview wizard• Entering metadata• Controlling the interview process• Closing an interview• Evidence.com functionality
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Additional General Deal Notes

Notes	
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LOCATION DETAILS: Headquarters

The following sections detail the configuration of the Axon Interview recording system at HEADQUARTERS

Location Name	Headquarters
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Cable Considerations

Cabling Runs	Customer will install the networking cables using a Cat5e Cable.	
	8	cable runs are required for this installation.
	7	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	<p>All Devices:</p> <p>Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch 	

Servers, Switches, Touch Panels

Servers	Customer-Provided Virtual (VM) Server (with USB port)	Quantity:	1	
	Customer-Provided Virtual (VM) Server (with USB port)		1	
Redundancy	This system includes recording redundancy			
Data Switch/POE Power	Customer will provide data switch	Quantity:	0	
	N/A			
Touch Panels	POS-X Touch Panel			
Touch Panel Location	Wall mounted outside each room			
Number of I/O Boxes Required	0			

Additional Location Notes

Notes	
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ROOM DETAILS: Interview Room 1

The following sections detail the configurations specific to INTERVIEW ROOM 1

Location Name	Headquarters
Room Name	Interview Room 1

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS 3515-LV Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Metal Security Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Interview Room 2

The following sections detail the configurations specific to INTERVIEW ROOM 2

Location Name	Headquarters
Room Name	Interview Room 2

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS 3515-LV Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Metal Security Tile

Additional Location Notes

Notes	
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ROOM DETAILS: Soft Room

The following sections detail the configurations specific to SOFT ROOM

Location Name	Headquarters
Room Name	Soft Room

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS 3515-LV Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Drywall
Ceiling Configuration	Standard Tile

Additional Location Notes

Notes	
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LOCATION DETAILS: Location 2

The following sections detail the configuration of the Axon Interview recording system at LOCATION 2

Location Name	Location 2
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Cable Considerations

Cabling Runs	Customer will install the networking cables using a Cat5e Cable.	
	2	cable runs are required for this installation.
	1	110v power outlets are required for this installation (Customer Responsibility).
Cabling Requirements	<p>All Devices:</p> <p>Network cabling must be provided for the following devices:</p> <ul style="list-style-type: none"> • Axis IP Camera • Server • Touch Panel or PC running a virtual Touch Panel • POE Switch 	

Servers, Switches, Touch Panels

Servers	N/A	Quantity:	0	
	N/A		0	
Redundancy	This system includes recording redundancy			
Data Switch/POE Power	Customer will provide data switch	Quantity:	0	
	N/A			
Touch Panels	POS-X Touch Panel			
Touch Panel Location	Wall mounted outside each room			
Number of I/O Boxes Required	0			

Additional Location Notes

Notes	
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ROOM DETAILS: SATF Interview

The following sections detail the configurations specific to SATF INTERVIEW

Location Name	Location 2
Room Name	SATF Interview

Camera Configuration

Camera 1	Camera 1 will be a(n) : AXIS 3515-LV Dome Camera Mic: Louroe Tamper Proof Mic
Recording Activation	Recording will be triggered via Touch Panel
External Recording-In-Progress Visual	N/A
Wall Configuration	Cinder Block
Ceiling Configuration	Sealed Ceiling

Additional Location Notes

Notes	
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Axon International, Inc's Sales Terms and Conditions for Direct Sales to End User Purchasers

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

Notes

Agency has existing contract #00007443 (originated via Q-57515) and is terminating this contract upon the execution of this quote on 1/1/2020.

The parties agree that Axon is granting a refund of \$53,368.00 (applied to Year 1 licenses) to refund paid, but undelivered services. Axon is also granting a credit of \$11,335.93 (applied to Year 1 Payment) for trade-in of CEW hardware. These discounts are based on payment of year 4 billing from existing contract and a ship date range for new hardware of 12/1/2019-12/15/2019, resulting in a 1/1/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon. Cancellation of contract #00007443 will be accepted when an executed copy of this agreement is received.

Purchase of TASER 7 are governed by the TASER 7 Agreement located at <https://www.axon.com/legal/sales-terms-and-conditions> and not the Master Services and Purchasing Agreement referenced below.

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), 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 Brian Moutinho at bmoutinho@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

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Axon Internal Use Only

		SFDC Contract#:
		Order Type: RMA#: Address Used: SO#:
Review 1	Review 2	
Comments:		



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?
What are your receiving hours? (Monday-Friday)
Is a dock available for this incoming shipment?
Are there any delivery restrictions? (no box trucks, etc.)



This Master Services and Purchasing Agreement ("Agreement") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and Commerce City Police Department ("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. 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 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 or as prescribed by applicable law, whichever is greater. Axon pricing is Confidential Information and competition sensitive. 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 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 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.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

City of Commerce City
Attn: Chief of Police
7887 E. 60th Avenue
Commerce City, CO 80022

And Attn: Director of IT
7887 E. 60th Avenue
Commerce City, CO, 80022 With a copy to:
City of Commerce City
Attn: City Attorney
7887 E. 60th Avenue
Commerce City, CO 80022

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.



Master Services and Purchasing Agreement

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: Robert Driscoll

Title: VP, ASSOC- General Counsel

Date: 12/6/2019

City of Commerce City

Mayor

Attest:

Laura Bauer, City Clerk

Approved as to Form:

City Attorney

Recommended for Approval

Clint Nichols, Chief of Police

Justin Bingham, Director of Information Technology

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 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



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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. Subcontractors shall comply with the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum. 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 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.



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

System set up and configuration (Remote Support)

- Setup Axon Mobile on smart phones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

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

End user go live training and support sessions

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

Implementation document packet

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

- 3 **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.
- 4 **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.
- 5 **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 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.
- 6 **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



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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.

- 7 **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.
- 8 **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 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



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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 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.



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- 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 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 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's consent.

- 3 **Axon Aware Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks.

Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier. Agency hereby waives any and all claims or demands therefor.

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

- 4 **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 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



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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, upon receipt of prior written consent from the Agency, said consent not to be unreasonably withheld, 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. Subcontractors shall comply with the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

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.

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



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- 12.6. graphics of Axon Records;
- 12.7. 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 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.



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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.

Service Level Agreement Appendix

This Service Level Agreement (**SLA**) is a policy governing the use of the Evidence.com™ Service Offerings (**Service Offerings**) under the MSPA.

1 Definitions.

“**Business Day**” means Monday through Friday, excluding our corporate holidays (New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day).

“**Downtime**” are periods of time, measured in minutes, in which the Service Offering is Unavailable to the Agency. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions.

“**Incident**” a period of time in which the Agency experiences Downtime.

“**Maximum Available Minutes**” is the total accumulated minutes during a Service Month for the Service Offering.

“**Monthly Uptime Percentage**” is (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.

“**Scheduled Downtime**” are periods of time, measured in minutes, in which the Service Offering is unavailable to the Agency and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes.

“**Service Month**” is a calendar month at Coordinated Universal Time (UTC).

“**Unavailable**” and “**Unavailability**” is when the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

2 Service Level Objective. Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time.

3 Guaranteed Service Level and Credits. If Axon fails to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, the Agency may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to the Agency.

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	7
Less than 99.0%	14

4 Requesting Service Credits. In order for Axon to consider a claim for Service Credits, the Agency must submit the claim to Axon’s customer support, including all information necessary for Axon to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

4.1 Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, Axon must receive the claim and all required information by March 31st.

4.2 Axon will evaluate all information reasonably available to Axon and make a good faith determination of whether a Service Credit is owed. Axon will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. The Agency must be in

compliance with all Axon agreements in order to be eligible for a Service Credit. If Axon determines that a Service Credit is owed to the Agency, Axon will apply the Service Credit to the end of the Agency's Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

5 **Service Maintenance.** Maintenance will take place according to Axon's prevailing Maintenance Schedule, which may be found at: <https://www.axon.com/trust/maintenance>. Maintenance periods may periodically result in the Service Offerings being Unavailable to the Agency. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits

Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credits

6 **Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Evidence.com performance issues: (a) caused by factors outside of Axon's reasonable control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside Axon's direct control); (b) that result from any actions or inactions of the Agency or any third party; (c) that result from the Agency's communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received, or any other data issues related to the communication or data received from or through the Agency; (d) that result from Agency equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Axon's direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from Axon's suspension and termination of Agency's right to use the Service Offerings in accordance with this Agreement.

7 **After Hours Emergency Support.** Axon Evidence (Evidence.com) Help Desk personnel are available at Help@Evidence.com.

8 **Response Times.**

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time
Severity 1	<ul style="list-style-type: none">Business critical function is downMaterial impact to Customer's businessNo workaround exists	As soon as possible, using reasonable commercial efforts	Less than 24 hours
Severity 2	<ul style="list-style-type: none">Business critical function is impaired or degradedThere are time-sensitive issues that materially impact ongoing productionWorkaround exists, but it is only temporary	1 Business Day	Less than 2 weeks
Severity 3	<ul style="list-style-type: none">Non-critical function down or impairedDoes not have significant current production impactPerformance is degraded	1 Business Day	Mutually agreed timefram

* Resolution time is a target, but may not be possible with all reported issues depending on circumstances.

9 **Backup.** Axon will administer system backup according to our prevailing backup plan. The Agency retains rights to all Agency Content and user data contained in the backups in accordance with this Agreement. The Service Offerings will alert the Agency Administrator(s) of upcoming scheduled evidence deletions within the system and the Agency Administrator(s) may delay deletion by either re-categorizing that evidence or by selecting the option to extend the retention period. Once evidence is deleted it is unrecoverable.