



This Axon Citizen™ Field Trial Agreement ("**Agreement**") grants the right to your law enforcement agency ("**Agency**" or "**you**") to use Axon Enterprise, Inc.'s ("**Axon**") Axon Citizen public evidence submission tool ("**Product**") without charge for evaluation in the field for a period of three (3) months ("**Trial Period**"). Axon may extend the Trial Period.

1 **Product.** Axon agrees to provide Agency with access to the Product for evaluation by the Agency for the Trial Period.

2 **Agency Obligations.** You agree to use the Product only for the purpose of evaluating the Product. You agree to provide Axon with weekly detailed reports of the results of your evaluation at the end of each week during the Trial Period. You agree to not (a) reproduce, modify or reverse engineer the Product; or (b) rent, sell, lease, loan, or otherwise transfer the Product to any person or entity for any period of time. You agree that Axon shall have the right to use (e.g., reproduce, prepare derivatives, transfer) the report of your evaluation results in Axon's training, marketing and sales materials.

3 **Access to Product.** Upon termination of this Agreement pursuant to Section 4 below, your access to the Product under this Agreement shall be immediately disabled. Notwithstanding the foregoing, all data obtained by you through the Product shall remain in your Evidence.com account without further charge. It is your responsibility to manage the storage of such data.

4 **Termination.** Termination of this Agreement occurs at the earlier of: (a) the end of the Trial Period or extension thereof; (b) the date when Axon makes the Product generally available for sale; or (c) seven (7) days after Axon provides written notice of termination to you. Termination of this Agreement pursuant to subsections (a) or (b) above will be effective immediately without further notice required. Upon termination of this Agreement all of your rights under this Agreement terminate.

5 **IP Rights.** Axon owns and reserves all right, title, and interest in and to the Product. You agree that Axon has and claims various proprietary rights in the software, and the integration of ancillary materials, knowledge, and designs that constitute the Product, and that you will not directly or indirectly cause any proprietary rights to be violated.

6 **Confidentiality.** You agree that your evaluation of the Product is confidential. You agree that you shall not directly or indirectly disclose any information about the Product and your evaluation of the Product to any third person or entity and only to those people of your Agency who have a need to know.

7 **Miscellaneous.**

7.1 **Entire Agreement; Modification; Severability; Survival.** This Agreement is the entire agreement between Axon and you regarding your evaluation of the Product and supersedes all other Agreements. This Agreement can be modified or changed only in writing signed by both parties. If any part of this Agreement is held invalid or unenforceable, the rest of the Agreement shall continue in full force and effect. Sections 5, 6, and 7 shall survive termination of this Agreement.



# Axon Citizen Field Trial Agreement

**7.2 Relationship of the Parties.** The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**7.3 Assignment.** You may not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

**7.4 Governing Law; Venue.** The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties.

**7.5** Axon acknowledges that the Texas Public Information Act, Texas Government Code Chapter 552 (the "TPIA") requires that public records must be promptly disclosed by the Agency upon request unless specifically exempted from disclosure. If compelled by deposition, interrogatory, request for documents, subpoena, civil investigative demand, or public records request (including under the state statute cited above or any City of Fort Worth ordinance, resolutions or regulations implementing this state statute), or similar processes, to disclose any confidential information, Agency as appropriate, shall use its best efforts to immediately provide Axon with prompt written notice (via email). Notices under this provision shall be sent to Contracts@axon.com.

ACCEPTED and AGREED as of this 10<sup>th</sup> day of January, 2018.

Agency Name: City of Fort Worth

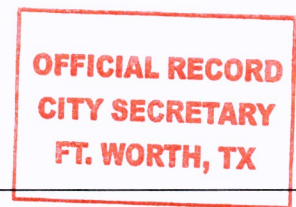
By: Valerie B. Washington

Print Name: Valerie B. Washington

Title: Assistant City Manager

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Address: \_\_\_\_\_



Executed on the 17<sup>th</sup> day of January, 2018.

**APPROVAL RECOMMENDED:**

By: [Signature]  
Chief Joel F. Fitzgerald  
Chief of Police

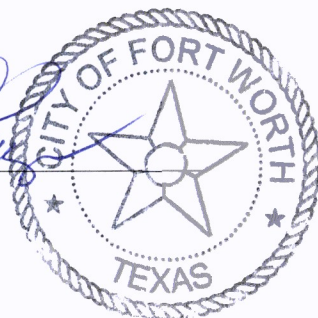
Date: 1-11-18

**APPROVED AS TO FORM  
AND LEGALITY:**

By: [Signature]  
John Strong  
Assistant City Attorney

**ATTEST:**

By: [Signature]  
Mary Kayser  
City Secretary



**Contract Authorization:**

M&C: N/A  
1295 Certification No.: N/A

**Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

[Signature] 3252  
Officer Jeff Garwacki  
FWPD Training Division/Axon Cameras

