

**Accounting
File Copy**

MASTER SERVICES AND PURCHASING AGREEMENT

between

AXON ENTERPRISE, INC.

and

THE CITY OF AKRON, OHIO

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the City of Akron, Ohio

(**Agency, Party** or collectively **Parties**) having its principal place of business at 166 South High Street, Akron, Ohio, 44308, is entered into as of March, 31, 2017 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in Quote # Q-91303 (the **Quote**), attached hereto as Appendix A, which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. Notwithstanding anything in this Agreement, the Standard Conditions and Terms attached hereto as Appendix B are fully incorporated in this Agreement, the Quote and any future quote hereunder. Any inconsistency between the terms of this Agreement, the Quote or any future quote hereunder and Appendix B shall be resolved in favor of Appendix B.

In consideration of this Agreement the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The initial term of the Subscription services will begin after shipment of the Product and will continue for five (5) years thereafter (**Initial Term**). If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the Initial Term at the price listed on the Quote for the first three renewals and then list price then in effect for subsequent renewals, unless the Agency gives Axon written notice of termination within 30 days prior to the end of the Initial Term or a one (1) year renewal period.

2 Definitions.

“Agency Content” means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

“Business Day” means Monday through Friday, excluding holidays.

“Confidential Information” means all nonpublic information disclosed by a Party, a Party’s affiliates, business partners of a Party or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

“Documentation” means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this

Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

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

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Resolution Time" means the elapsed time between Axon's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of Axon's reasonable control.

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

- 3 Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.
- 4 Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing Axon written notice of rejection within 30 days of shipment or, for the initial shipment, 10 days following system set up and configuration if longer. Failure to notify Axon within the 30 day rejection period will be deemed as acceptance of Product.

6 Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 Warranties.

7.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Axon Law Enforcement Hardware Products include Axon Flex 2 camera, Axon Body 2 camera, and Axon Docks. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Axon-Manufactured Accessories include, but are not limited to: batteries; battery chargers; cables; docking bars; USB data download kits; headbands; mounts; Axon Signal Unit (ASU); and the X-Rail mounting system. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within 30 days of discovery of the alleged defect which discovery must occur during the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 Warranty Limitations.

7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising solely from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; or (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon. Axon will also not be responsible for any loss, data loss, damage, or other liabilities for any Product if any Axon serial number has been removed or defaced by Agency.

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or 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.**

7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any warranty claims, demands, or actions 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. In no event will either Party be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, however caused for breach of warranty or breach of contract.. This limitation to liability does not limit Axon's obligations under Section 11.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within 30 days of discovery of the alleged defect which discovery must occur during warranty period, Axon agrees to repair or replace the Product which Axon determines in its reasonable

discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

- 7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.
- 7.3.2** Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.
- 7.3.3** A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

8 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

9 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request. Axon shall name the Agency an additional insured on its Commercial General Liability policies.

10 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency.

11 **IP Rights.** Axon owns and reserves all right, title, and interest in the intellectual property for the Axon Products and related software.

12 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) 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. The Agency must provide Axon with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and reasonably cooperate with us in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not related to or approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services

not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

13 Agency Responsibilities. The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

14 Termination.

14.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis.

14.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

14.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination less any damages incurred by Agency due to Axon's breach or default, including reasonable attorneys' fees; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

14.4 After Termination. Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete

all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services. Notwithstanding anything in this Agreement, Taser shall allow the City to purchase an additional 90 days of storage following the 90 day period referenced above prorated at the cost described in the Quote.

14.5 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 will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system. Axon and Agency shall work in good faith to complete design of the extract process and initiate the data extract within 90 days of termination. Withdrawal of agency content from Evidence.com in the event of termination of contract will not result in any charges to the Agency. At termination, Axon shall provide structured data element similar to XML providing all data elements related to each individual video file. That data structure shall maintain the referential integrity of the data element relationships. The content will be available in a format compatible with the Agency for the Agency to retrieve. The Agency will receive the data in a storage device of their choosing or Axon will make it available and ready for transfer to the Agency's storage provider. The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during the video transfer process.

15 General.

15.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Axon considers Axon Pricing confidential and competition sensitive. Axon recognizes that Agency is a public body subject to certain public records and records retention laws. It shall not be a breach of this Agreement for the Agency to act in good faith under those laws.

15.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.

15.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

15.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not knowingly directly or indirectly cause any proprietary rights to be violated.

15.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Axon will not participate in the hospitalization, medical, and/or retirement benefits available to employees of the Agency. Axon is not entitled to paid, sick or vacation leave that is available to Agency employees.

15.6 No Third Party Beneficiaries. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

15.7 Non-discrimination and Equal Opportunity. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, sexual preference, gender identity, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, sexual preference, gender identity, age, national origin, handicap, marital status, or political affiliation or belief. Axon will comply with the applicable terms and conditions of Section 34.03 of the Code of Ordinances of the City of Akron, Ohio as if fully rewritten herein.

15.8 Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

15.9 Assignment. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

15.10 No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

15.11 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

15.12 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The Parties agree that any dispute under this Agreement must be brought in the Court of Common Pleas for

Summit County, Ohio or the Akron Municipal Court. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

15.13 Notices. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email (if an e-mail address is listed below) will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Notice sent via certified or registered mail, or recognized overnight delivery will be effective upon the earlier of (1) actual receipt by a party; or (2) three business days following the mailing Contact information for notices:

Axon: Axon International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com

AGENCY: City of Akron, Ohio
ATTN: Mayor
166 South High Street,
Room 200
Akron, Ohio 44308

with copies to:
City of Akron, Ohio
ATTN: Police Chief
217 South High Street
Akron, Ohio 44308

and

City of Akron, Ohio
ATTN: Director of Law
161 South High Street
Suite 202
Akron, Ohio 44308

Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

15.14 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: _____

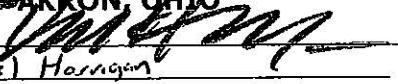
Name: _____

Title: _____

Date: _____

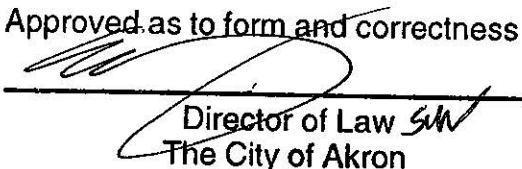
Address: 17800 N. 85th Street Scottsdale, AZ
85255

Attn: Contracts

Email: contracts@taser.com**THE CITY OF AKRON, OHIO**Signature: Name: Daniel HarringtonTitle: MayorDate: May 24, 2017

Address: 166 S. HIGH ST., Akron, OH, 44308

Approved as to form and correctness


Director of Law SLW
The City of Akron



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature:

Name: Josh Ishee

Title: EVP, Global Sales

Date: 5/20/17

Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

Email: contracts@taser.com

THE CITY OF AKRON, OHIO

Signature:

Name:

Title:

Date:

Address: 166 S. HIGH ST., Akron, OH, 44308

DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No. 291-2015.



Diane L. Miller-Dawson
Director of Finance

Must be completed by Division/Department:

Contract not to exceed: \$ 944,908.55

Originating Division: Police

Contact Person: Andy Carey

Phone: 330-375-2124

Banner Distribution (by year)

Year	year 1	year 2	year 3	future	Total
Amount (to encumber)	\$321,000.00				\$321,000.00

Fund	25592				
Org.	130100				
Account	70308				
Actv.					
Locn.					

Funding Source(s)

Underlying source of payment (granting agency, Sewer Fund, etc.), expected reimbursement amounts, and timeline.

Reimbursement funds from the 2015 Body-Worn Camera Pilot grant

Contract Number:

(To be completed by Accounting)

CE17273

PRINTED FORM
10-13-2010

Date:

07/07/17

Evidence.com Terms of Use Appendix

- 1. Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.
- 2. Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and Axon obtains no rights to the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that to its knowledge the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3. Evidence.com Data Security.**
 - 3.1. Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is 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. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.
 - 3.2. FBI CJIS Security Addendum.** For customers based in the United States, Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.
- 4. Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any Application Program Interface (**API**) or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically unreasonably

burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the 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 the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon will provide the Agency 30 days' notice prior to invoicing the Agency for any excess storage costs. Notwithstanding any charges relating to the Agency exceeding its storage limitations, the parties shall enter into a written agreement in connection with any additional fees that would increase the compensation beyond what is contained in the Quote. Axon shall be under no obligation to provide additional assistance prior to the Agency entering into that written agreement.
- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services reasonably (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension except if Axon continues the suspension for an unreasonable amount of time following resolution of the issue that caused the suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 Software Services Warranty. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 License Restrictions. Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services 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. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement if the Agency does not cure said non-compliance within 30 days following written notification thereof. The Agency may only use our trademarks in accordance with the Axon Trademark Use Guidelines (located at www.Axon.com).

Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Scope of Services.** The project scope will consist of the Services identified on the Quote and in this Appendix.

2.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration

Setup Axon® Mobile on smart phones (if applicable).

Configure categories & custom roles based on Agency need.

Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.

Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable).

Virtual assistance included.

Dock installation

Work with Agency to decide ideal location of Dock setup and set configurations on Dock (if necessary).

Authenticate Dock with Evidence.com using admin credentials from Agency.

Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment.

Virtual assistance included.

Dedicated Project Manager

Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager).

Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.

Weekly project planning meetings

Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.

Axon instructor training

Prior to general user training on Axon camera systems and Evidence.com services, Axon's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.

End user go-live training and support sessions

Provide individual device set-up and configuration assistance, pairing with viewers (where applicable), and training on device use, Evidence.com and EVIDENCE Sync.

Implementation document packet

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

Post go-live review session

2.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.

- 3 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote and in this Appendix. Any additional services discussed or implied that are not defined explicitly by the Quote or this Appendix will be considered out of the scope.

4 Delivery of Services.

4.1. Hours and Travel. Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

4.2. Changes to Services. Changes to the scope of Services or any other increase to the amount paid by Agency must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

5 Authorization to Access Computer Systems to Perform Services. The Agency authorizes Axon to access relevant Agency computers and network systems solely for the purpose of performing the Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The 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 the Agency that is reasonably relied upon by Axon.

6 Site Preparation and Installation. Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

7 Acceptance Checklist. Axon will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 30 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Checklist for approval and signature. If Axon does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within the time described in this Section, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.

8 Liability for Loss or Corruption of Data. The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely

backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to Axon negligence. However, regardless of any assistance provided by Axon that is not due to gross negligence or willful misconduct: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair or replace the non-functioning unit with a replacement product. Axon warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at Axon's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product. The replacement product or Spare Product, however, will continue to be covered by the existing TAP.
 - 3.1.** Within 30 days of the end of the TAP Term the Agency must return to Axon all Spare Products. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must

return the products to Axon or Axon will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. During the term, The Agency may buy a new TAP for any Upgraded Model at the rate shown on the Quote.

4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. TAP Dock Upgrade Models. Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then Axon may terminate TAP and all outstanding Product related TAPs no sooner than 15 days following receipt of notification. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. Axon will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

5.5. If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

Axon Integration Services Appendix

1. **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the Integration Services, whichever is first.
2. **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. Axon is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.
3. **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. Should Axon be unable to provide the Integration Services for any reason, Agency shall be credited any payments already made for Axon Integration Services (prorated for any period of time that the Integration Services were provided) and shall not be required to make any further payments for Axon Integration Services. Should agency update its Computer Aided Dispatch or Records Management System, Axon will provide Integration Services at no additional cost beyond what is contained in the Quote for Integration Services.
4. **Delivery of Integration Services.**
 - 4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2 **Changes to Services.** Changes to the scope of the Integration Services or any other increase to the amount paid by Agency 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.
 - 4.3 **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.
5. **Acceptance.** Axon will present Agency with a completed Checklist (**Checklist**) certifying Axon's completion of the Integration Services. If Agency reasonably believes that Axon did not complete the Integration Services in substantial conformance with this SOW, Agency must notify Axon in writing of its specific reasons for rejection within 30 calendar days from delivery of the Checklist to the Agency. Axon will address the Agency's issues and will re-present the Checklist for the Agency's review. If Axon does not receive a written notification