

ORIGINAL

BALTIMORE COUNTY, MARYLAND

CONTRACT

THIS CONTRACT made this 023rd day of December, 2015, (the "Contract") is by and between **BALTIMORE COUNTY, MARYLAND**, a body corporate and politic, (hereinafter the "County") and **TASER INTERNATIONAL, INC.**, a Delaware corporation, 17800 N 85th Street, Scottsdale, AZ 85255 (hereinafter the "Contractor" or "TASER").

WHEREAS, on October 29, 2015, Contract Number 6100005871(RFCSP) (the "San Antonio Contract") was executed by and between the City of San Antonio, Texas and TASER International, Inc., the scope of which is to provide a body worn camera technology solution, as more fully described in the Request for Competitive Sealed Proposal Number 6100005871(RFCSP) issued April 6, 2015 (the "RFCSP"), and the Contractor's response thereto (collectively, the "San Antonio Proposal"); and

WHEREAS, the County desires to piggyback the San Antonio Contract; and

WHEREAS, the Contractor, hereby covenants and agrees to perform all services and deliver all goods, in strict and entire conformity with the Attachments hereto, and any Master Agreement subsequently issued, the RFCSP, and the San Antonio Proposal, (collectively, the "Proposal"); and

WHEREAS, the following attachments (collectively, the "Contract Attachments") are incorporated into the Contract and expressly made a part hereof:

Attachment 1 – Products Deployment and Fee Schedule

Attachment 2 – Scope of Work

Attachment 3 – Mutual Non-Disclosure Agreement

Attachment 4 – Beta Test Agreement

Attachment 5 – Sales Terms and Conditions for Direct Sales to End User Purchasers

Attachment 6 – Warranties

Attachment 7 – Evidence.com Additional Terms and Conditions

Attachment 8 – TASER Assurance Plan Terms and Conditions

Attachment 9 – Service Level Agreement

Attachment 10 – Procurement Affidavit

Attachment 11 – Insurance Provisions

Attachment 12 – Final Acceptance Notice

NOW THEREFORE, in consideration of the mutual promises and covenants, the parties hereto agree that the County shall pay the Contractor an amount as set forth herein for services and/or scope of work rendered and goods provided in accordance with this Contract, the other attachments hereto and if applicable, the RFCSP, the Proposal, and the Master Agreement, all of which are hereby incorporated into and made a part of this Contract. Notwithstanding any other terms or provisions of this Contract, in the event the County is temporarily or permanently prevented, restricted or delayed in the performance of any or all of the duties and obligations imposed upon or assumed by it hereunder, by act of the United States

Congress, the General Assembly of Maryland or the Baltimore County Council, by a court of competent jurisdiction or by administrative delay not due to the fault of the County (and its members and agents), then the County shall not be liable directly or indirectly for any claims caused to or suffered by the Contractor or any other person in connection with or as a result of such prevention, restriction or delay. In addition the parties hereto agree as follows:

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Definitions:

“**Acceptance**” shall mean when cameras and services are functioning and approved by The County, such acceptance not be unreasonably withheld.

“**Attainment**” shall mean the percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

“**ASP**” shall mean the Application Services Provider of the Contractor.

“**Authorized User(s)**” shall mean the number of licenses for “Concurrent Full Access Users” that can log in to the Software Product for which the County has paid license fees for as set forth in **Attachment 1**. The Software Product supports the ability for the County to configure an unlimited number of user profiles, but the number of users that can login simultaneously to the Software Product will be limited by the number of licensed Concurrent Full Access Users.

“**Business Day**” shall mean Monday through Friday excluding the Holiday Schedule.

“**Business Hours**” shall mean 8:00 a.m. – 7:00 p.m. Eastern Standard Time and, where applicable, Eastern Daylight Savings Time (EST) on Business Days.

“**Buyer**” shall mean the County’s buyer for information technology.

“**Critical Software Functionality**” shall mean the ability of the TASER Product to perform the functions set forth in the SOW (**Attachment 2**).

“**Critical Times**” if applicable, shall have the meaning set forth in the SLA (**Attachment 9**).

“**Defect**” shall mean a failure of the TASER Products to meet the warranty pursuant to this Contract.

“**Deliverables**” shall mean all services, support, goods and products, including the TASER Products, required to be provided by the Contractor under this Contract and subject to approval by the County. Deliverables also means the hosting of the TASER Products, such other software and/or services of the Contractor, and any and all hardware on which the Contractor operates or hosts software for purposes of providing service to the County whether such hosting is provided directly by the Contractor or by contract with a commercial hosting service. The Contractor shall be responsible for passing data securely and in accordance with all applicable laws and regulations between the County’s designated server and the Contractor or third party hosting service data center via a secure connection and then onto the requesting party. The Contractor hereby advises the County that hosting will be provided at Evidence.com.

“**Delivery Security**” shall mean industry recognized network firewalls, IDS devices, and adherence to published best practices in compliance with CJIS security standards regarding server hardening and patch

management and the 24/7/365 IDS solution monitoring. The Contractor shall encrypt data in transit in accordance with industry standards. The Contractor shall provide software for virus prevention, detection, and elimination. Active Directory Group policies and secure socket layer certificates shall be employed to ensure end-users are authenticated and their interaction with the Deliverables is secure.

“Designated Environment” shall mean the hardware, operating system and/or database where the Software Product shall be installed.

“Documentation” shall mean documentation in any form and includes, but is not limited to, user manuals, reference guides, installation scripts, training materials for County configuration, release notes, on-line help, physical data model, data dictionary, hardware and network diagrams and other materials in any form, printed, electronic or otherwise, which facilitate and support use of the TASER Products.

“Downtime” shall mean those minutes during which the TASER Products and the operating system are not available for any type of County use. Downtime does not include those instances in which only a Defect is present.

“Force Majeure” shall mean acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, blockage, embargo, strike, lockout or interruption or failure of electricity or telephone service due to reasons beyond their control and they have exercised their best efforts to mitigate any interruption of services.

“Full Service Package” as fully described in **Attachment 2**.

“Holiday Schedule” means the following holiday schedule the Contractor will observe. If assistance is required on a published holiday, (30) days’ advance notice must be given.

New Year’s Day
Martin Luther King, Jr., Day
President’s Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

“Hosting Facility Security Capabilities” shall mean a SAS 70 certified data center and utilizes the following security capabilities (1) 24/7 security management via the Security Operations Center (“SOC”), (2) remote camera monitoring 24/7, backed by digital recordings on file for 45 days, (3) access to equipment area 24/7 at sites with non-secured equipment areas, (4) locking cabinets and/or cages, and (5) full CCTV surveillance.

“Maintenance Window” shall mean the time, if any, during which the Contractor has given the County advance notice of Downtime for the purpose of providing required maintenance, subject to the

County's providing the Contractor notice that such time period is acceptable. Maintenance window times shall occur between the times of 12:00 a.m. and 6:00 a.m. EST, Monday through Friday, or during weekends.

"Scope of Work" or **"scope of work"** shall mean the documents mutually created and/or to be mutually created by the parties which define the Contractor's assumptions, and includes the project plans, schedules, tasks and subtasks, including Deliverables to be provided pursuant to this Contract, and which shall be executed by the Contractor's legally authorized representative and approved by the Director of the Office of Information Technology ("OIT"), in counterparts, and documented by the Buyer with issuance of a Direct Order. The Scope of Work shall be attached and incorporated into this Contract as **Attachment 2** as the same may be amended from time-to-time. **The Scope of Work shall not contain any terms and conditions.**

"Service Availability" shall mean the total number of minutes per month that a given service is receiving, processing, and responding to requests, excluding Maintenance Windows and Force Majeure.

"Service Level Agreement" or "SLA" is intended to assure the Contractor will provide the County an acceptable level of availability and performance of the SaaS application and the consequences of failure to meet the agreed upon metrics, and is attached hereto as **Attachment 9**. The Contractor assumes all responsibility for the computing environment supporting the hosted applications.

"Services" shall mean all services provided by the Contractor and as identified in this Contract, which may include, but is not limited to, data migration, training, implementation assistance, consulting, customizations, responding to inquiries related to services, correction of all incidents with regards to the County's current version of the product, and all other services as required by and detailed in **Attachment 9**. Services shall be performed in accordance with this Contract.

"Software as a Service" or "SaaS" shall mean software application(s) hosted by the Contractor where the County does not take ownership of the software and is instead purchasing access to the application via the Internet. The Contractor shall provide the hardware, software, and the location where the applications are hosted. Hosting may be provided directly by the Contractor or through a third party contractor. The Contractor will own and manage the application, related databases (but not including the County data), supporting computing hardware, connectivity, storage, and necessary operating systems.

"Support" shall mean all services provided by the Contractor to enable the County to utilize the TASER Products, including but not limited to: (a) responding to inquiries; (b) identifying and correcting problems of the County's then current production version of the TASER Products; (c) responding to issues pertaining to the day-to-day operations of the TASER Products; (d) providing support releases; (e) providing technological releases and enhancements, if applicable; (f) managing all service pack and patch updates to the operating system and the TASER Products; (g) monitoring performance; and (h) advising as to best practices with regard to the County's then current production version of the Software Product. Support shall be performed in accordance with this Contract.

"TASER Products" means all TASER equipment, software, cloud based services, Documentation

and software maintenance releases and updates provided by us under this Agreement and includes Evidence.com, which is utilized by the Contractor for storage of data.

“**Third Party Vendors**” means any party providing services under this Contract that is not the Contractor. The Contractor shall require any other third party provider to adhere to all requirements, conditions, obligations and duties of this Agreement in the performance and provision of the Service Offerings, and shall be considered TASER Products for the purposes of this Contract.

1. **Contractor's Duties.** The Contractor shall be an independent contractor and not an employee of the County, and shall be responsible for the reporting and remittance of all state and federal taxes. The Contractor shall perform the services and provide the goods outlined in the Contract Attachments attached hereto. The Contractor's services and goods will be provided with due care and in a manner satisfactory to the County and in accordance with all applicable standards.

2. **Compensation.**

2.1 In consideration of the services and/or scope of work to be performed and the goods to be provided by the Contractor, the County shall pay the Contractor according to the specifics for consideration set forth in **Attachment 1 - Products Deployment and Fee Schedule and Attachment 2 - Scope of Work**, and shall reimburse the Contractor for eligible expenses incurred by the Contractor in the performance of the Contractor's responsibilities and obligations under this Contract. Any modification or adjustments to the financial obligation of the County shall be effective only if contained in a written change order or similar written instrument signed by both parties, which shall be documented by the Baltimore County Purchasing Services Division with issuance of a modification purchase order.

2.2 The Contractor shall submit invoices to the County according to the specifics for consideration set forth in **Attachment 1** annually in advance for hosting and maintenance after the first year, and upon delivery for all other services and for goods delivered. The Contractor's invoices shall reflect the:

- Contractor's name
- Address
- Federal tax identification number
- Order number and line number(s) that correspond with resulting orders
- Goods provided and/or services and/or scope of work performed during the preceding billing period

Original invoices shall be submitted to Office of Budget and Finance, Disbursements, 400 Washington Avenue, Room 148, Towson, Maryland 21204. Copies of invoices shall be sent to the Office of Information Technology, 400 Washington Avenue, Room 33, Towson, MD 21204. Invoices in the proper form and approved by the County shall be paid by the County within thirty (30) days of receipt thereof. The County reserves the right to approve such invoices, in its sole discretion, and to request such detail and additional information as the County, in its discretion deems appropriate.

2.3 In no event shall the total compensation paid to the Contractor under this Contract exceed the sum of Twelve Million Five Hundred Fifty Two Thousand Three Hundred Fourteen Dollars and Twenty-Two Cents (\$12,552,314.22) during the entire term of this Contract including renewals thereof,

2.4 The State of Maryland Comptroller of the Treasury Sales and use Tax Exemption Number for Baltimore County, Maryland is 30001110.

2.5 The County will not accept any payment terms with a period of less than thirty (30) days.

2.6 The County will not pay interest charges or other penalties for invoice payments.

3. **Term.**

3.1 This Contract shall be effective when it has been properly signed by all parties hereto and shall continue through Five (5) years, (the "Initial Term"), at which time the County may exercise its option to renew set forth in Section 3.2 below, unless sooner terminated pursuant to this Contract. The County shall have the option of extending this Contract at the end of the Initial Term or any renewal term for an additional 120 days, on the same terms and conditions, by providing written notice of its intent to extend to the Contractor. In the event the County elects to extend this Contract, the Contractor shall continue to submit invoices monthly, for services and/or scope of work rendered and/or goods provided in the manner prescribed in Section 2 hereof. Any compensation or reimbursement paid during the extension period shall, when added to sums already disbursed hereunder, not exceed the maximum amount set forth in Section 2 of this Contract. In the event any extension changes the terms and conditions set forth herein, including but not limited to, a change in the compensation, approval of the Baltimore County Council may be required.

3.2 The County reserves the right to renew this Contract for Three (3) one-year renewal terms on the same terms and conditions set forth herein. The County will automatically renew this Contract at the end of the Initial Term and each renewal term (except the last) unless it provides written notice of non-renewal to the Contractor prior to the end of the then current term. Unless set forth in a written amendment, the compensation, reimbursement and manner of payment set forth in Section 2 shall remain unchanged, including but not limited to, the maximum amount of compensation and reimbursement available hereunder. In the event any renewal changes the terms and conditions set forth herein, the approval of the Baltimore County Council may be required.

3.3 All prices, including license fees and hosting fees, contained in this Contract and the Contract Attachments hereto shall remain firm against any increase throughout the Term, including any extension thereof as set forth in Section 3.1 hereof.

3.4 The Contractor shall notify the County prior to the Contractor's incurrence of any expenses. Thereafter, if approved by the County, expenses will be paid upon the County's receipt of itemized receipts for such expenses in accordance with Section 2.

4. **Contractor's Representations and Warranties.** The Contractor hereby represents the following:

4.1 The Contractor is a corporation, duly formed and validly existing under the laws of the State of Delaware and is qualified to do business and is in good standing in the State of Maryland.

4.2 The Contractor has the power and authority to consummate the obligations and responsibilities contemplated hereby, and has taken all necessary action to authorize the execution, delivery and performance required under this Contract.

4.3 The Contractor and the person executing this Contract for the Contractor each warrant that he is duly authorized by the Contractor to execute and seal this Contract on the Contractor's behalf.

4.4 The services and/or scope of work to be provided under this Contract shall be performed competently and with due care, in accordance with all applicable laws, codes, ordinances, regulations and licensing requirements and free from defects in workmanship and materials, as applicable. The parties understand and agree that this Contract may be for the provision of a combination of goods and services. In such case, the parties hereby agree that the warranties of merchantability and fitness for a particular purpose and use shall apply to the portion of this Contract that is pertaining to or for goods. The parties understand and agree that the County shall rely upon all express warranties contained in this Contract, including but not limited to the Proposal, and any sample or model presented by the Contractor and expressly accepted by the County.

4.5 The Contractor has obtained and shall continue to maintain, at its own cost, such licenses and certifications as are necessary to provide the services and/or scope of work and provide the goods, as applicable, required pursuant to this Contract, and shall present such licenses to the County upon its request for the same.

4.6 The Contractor has delivered to the County such written financial statements, schedules or reports in such form and containing such information and accompanied by such documents as requested or required by the County concerning the financial condition of the Contractor. Such documentation fairly and accurately represents the financial condition of the Contractor as of their date and the results of its operations for the period then ended. There has been no material adverse change in the financial condition of the Contractor or the results of its operations since the date of such financial statements, schedules or reports.

4.7 All representations and warranties made in the Procurement Affidavit, the Proposal, and this Contract remain true and correct in all respects throughout the term of this Contract.

5. **Termination for Convenience.**

5.1 Either party may terminate this Contract, in whole or in part, without cause, by providing written notice thereof to the other party. If the County is the terminating party, it shall provide written notice at least thirty (30) days prior to the intended date of termination at the address set forth below,

or at such other address as may be later designated by the Contractor in writing. If the Contractor is the terminating party, it shall provide written notice at least one hundred eighty (180) days prior to the intended date of termination at the address set forth below, or at such other address as may be later designated by the County in writing.

5.2 In the event of termination, without cause, the County shall advise the Contractor in writing of the termination date and of work to be performed during the final days prior to contract termination. The Contractor shall be paid for all reasonable costs incurred by the Contractor up to the date of termination set forth in the written notice of termination. Payment shall be made in accordance with the provisions of Section 2 of this Contract. In the event any sums have been prepaid by the County, the Contractor shall refund to the County any unearned amounts.

6. **Data Handling in Event of Termination.**

6.1 Authorized County personnel will have access to the Evidence.com Services to retrieve and manually download County Content at any time during the Term.

6.2 Upon the termination of this Contract, the Contractor shall continue to provide access, for a period of 365 days following termination, all electronic personal and business documentation and information of any kind or nature disclosed to the Contractor (“data”) transferred or provided to the Contractor including, but not limited to, copies maintained in digital, electronic, magnetic, optical or other mediums, of the County’s data. During that time, the Contractor will make available to the County the data for a complete and secure (i.e. encrypted and appropriately authenticated) download file of the County data in a mutually agreed electronic format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. The Contractor, with assistance from the County, will deliver all of the County’s content in its entirety with all associated metadata in a non-proprietary format agreed upon by the County within a mutually agreed upon period of time based upon contract termination. The County will pay the Contractor reasonable professional services fees should the County require a different download design than already outlined in this SOW or contract (API). The Contractor will not charge any fees for their assistance in retrieving video and metadata or maintaining the equipment or bandwidth necessary for the County to complete the video and metadata downloads. The Contractor will work with the County to demonstrate its ability to meet this provision during the first year of the initial 5-year term.

6.3 The Contractor shall destroy all the data and certify to the County that it has done so, unless legislation imposed upon the Contractor prevents it from returning or destroying all or part of the data transferred. In that case, the Contractor warrants that it will guarantee the confidentiality of the data transferred and will not actively process the data transferred anymore, including backups of data. The Contractor shall execute a data inspection and perform a data scrub of the electronic files containing the County data, so that upon completion of a data scrub of such data, all such data in all live electronic files

owned or operated by the Contractor or its employees, agents, assigns and subcontractors is deleted. Additionally, the Contractor shall return or destroy all other County data that the Contractor still maintains in any other form and retain no copies of any such information when no longer needed for the purpose for which disclosure was made. The Contractor shall certify to the County in an affidavit prepared and executed under oath by a legally authorized representative of the Contractor that all County data disclosed to the Contractor, its employees, agents, assigns or subcontractors, has been returned to the County or destroyed by the Contractor, its employees, agents, assigns and subcontractors. The Contractor shall warrant that, upon request of the County, it will submit its data processing facilities for audit to verify compliance with this Section. The Contractor shall provide written proof that all of the County's Content has been successfully deleted and fully removed from the Evidence.com Services.

6.4 The Contractor will not delete any Content belonging to the County as a result of a termination during the 365 days following termination. During this 365-day period authorized County personnel will have access to Content belonging to the County. The County will not incur any additional fees if the Contractor downloads the County's Content from the Evidence.com Services during this 365-day period. Upon 30 days prior written notice, the County will be granted extensions to the 365-day period in 90-day increments to retrieve County content and associated metadata without incurring any additional fees. The Contractor has no obligation to maintain or provide any County Content after the 365-day period unless notified of an extension request and will thereafter, charge \$0.90/GB per year for any data not deleted after the 365-day period following termination of the contract.

6.5 The Contractor will ensure that the Federal and State of Maryland laws and regulations of maintaining chain of custody are followed and intact when transferring any of the County's data. The County requires the logical reconstitution of the video and associated metadata on County premises using County provided storage. Metadata will include:

- a. Crosswalk association between video and all metadata elements
- b. All officer entered fields
- c. All CAD/RMS auto-tag fields
- d. All administrative and audit logs

7. **Insurance.** The Contractor shall provide evidence of insurance as required by the County pursuant to the insurance requirements attached hereto as **Attachment 11**. The Contractor shall maintain the insurance coverages required by the County while this Contract is in force, and provide documentation of such insurance in a form satisfactory to the County. Such documentation may, in the discretion of the County, be in the form of binders or declarations from the insurance company. In the event of a conflict between the provisions of the attached insurance requirements set forth in the solicitation and this Contract,

the provisions of this Contract shall prevail. The Contractor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of the Contractor herein, and provide a certificate of insurance and endorsement that names the Contractor and the County as additional insureds, prior to commencement of any work by the subcontractor.

8. **Default.** The term "Default" as used in this Contract shall mean the occurrence or happening, from time to time, of any one or more of the following:

8.1 **Representations and Warranties.** If any representation or warranty, expressed or implied, of the Contractor and pertaining to this Contract shall prove at any time to be incorrect or misleading in any material respect either on the date when made or throughout the term of this Contract.

8.2 **Compliance with Covenants and Conditions.** If the Contractor shall fail to comply with the terms of any covenant, condition, agreement or any express or implied warranty contained in this Contract provided that prior to being declared in Default, the County shall provide the Contractor with a detailed written notice of such noncompliance and Contractor shall thereafter have thirty (30) calendar days to cure such alleged noncompliance.

8.3 **Performance of Contractual Obligations.** If the services and/or scope of work hereunder are not performed in good faith and in accordance with the provisions of this Contract including but not limited to, time frames specified or the completion schedule which is described in **Attachment 1**.

8.4 **Conditions Precedent to Any Disbursement.** If the Contractor shall be unable to satisfy any condition precedent to its right to receive a disbursement.

8.5 **Bankruptcy.** If the Contractor becomes insolvent or generally does not pay its debts as they become due, or if a petition for relief is filed by the Contractor in a bankruptcy court, or if the Contractor applies for, consents to, or acquiesces in the appointment of a trustee, custodian, or receiver for the Contractor or any of its assets and property, or makes a general assignment for the benefit of creditors; or in the absence of such application, consent, or acquiescence, a trustee, custodian, or receiver is appointed for the Contractor or for a substantial part of the assets and property of the Contractor and is not discharged within thirty (30) days; or any bankruptcy, reorganization, debt arrangement, or other proceeding or case under any bankruptcy or insolvency or any dissolution or liquidation proceeding is instituted against the Contractor and is consented to or acquiesced to by the Contractor or remains for sixty (60) days undismissed; or the Contractor takes any action to authorize any of the actions described in this subsection.

9. **Dispute Resolution; Remedies for Default.**

9.1 In the event a dispute arises between the parties with respect to performance of this Contract, the parties agree to work cooperatively to promptly resolve any such disputes. The parties further agree that, the existence of a dispute notwithstanding, each will continue, without delay, to carry out each of its responsibilities under this Contract with respect to non-disputed work. In the event the disputed matter cannot be resolved by the designated representatives of the parties within thirty (30) calendar days following notification in writing by either party of the existence of said dispute, then the following procedure shall

apply:

a. The dispute shall be elevated by OIT to the County's Purchasing Division using the Vendor Complaint Form to report/document all performance problems or concerns to the Buyer. The Buyer will send a cure notice to the Contractor that specifies the dispute or failure endangering performance and allow the Contractor a reasonable opportunity to remedy the problem. The County's Office of Law, the Director of OIT, and the Contractor's President shall be copied on the cure notice.

b. If the parties are still unable to resolve the dispute, then the parties may proceed to enforce any or all rights and remedies available at law or in equity.

9.2 The County shall have the right upon the happening of any Default, without providing notice to the Contractor:

a. In addition to other available rights and remedies, to terminate this Contract immediately, in whole or in part;

b. To suspend the Contractor's authority to receive any undisbursed funds; and/or

c. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under this Contract, including but not limited to, calling upon any security, letter of credit, or bond and any other action authorized or permitted by applicable law; regulation, or equity.

9.3 Upon termination of this Contract for Default, the County may elect to pay the Contractor for services and/or scope of work provided up to the date of termination, less the amount of damages caused by the default, all as determined by the County in its sole discretion. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

10. **Remedies Cumulative and Concurrent.** No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

11. **Mutual Non-Disclosure and Confidential Information.** The parties have entered into a Mutual Non-Disclosure Agreement which is attached to the Contract as **Attachment 3**.

12. **Conflict of Interest.** The Contractor represents and warrants that there exists no actual or potential conflict of interest between its performance under this Contract and its engagement or involvement

in any other personal or professional activities. In the event such conflict or potential conflict arises during the term of this Contract, or any extension or renewal thereof, the Contractor shall immediately advise the County in writing thereof.

13. **Assignment.**

13.1 Neither the County nor the Contractor shall assign or transfer its interest or obligations under this Contract to any third party, without the written consent of the other. The Contractor further agrees to provide a minimum of ninety (90) days' written notice to the County prior to entering into any bankruptcy, merger or consolidation where the surviving entity will be unwilling or unable to accept the Contractor's obligations hereunder, to enable the County to procure the goods or services elsewhere. In the event the cost of procuring such alternate goods or services increases the cost to the County, and/or delays delivery time of any product, in addition to any other remedies available to the County, the Contractor shall pay to the County, as damages, any additional costs incurred.

13.2 Nothing herein shall be construed to create any personal or individual liability upon any employee, officer or elected official of the County, nor shall this Contract be construed to create any rights hereunder in any person or entity other than the parties of this Contract.

14. **Delegation of Duties.** The Contractor shall not delegate the Contractor's duties under this Contract without the prior written consent of the County.

15. **Indemnification.**

15.1 The Contractor shall indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorneys' fees and court costs which may be incurred or made against the County, its employees, agents or officials resulting from any negligent act or omission committed in the performance of the duties imposed by and performed under the terms of this Contract by the Contractor or anyone under agreement with the Contractor to perform duties under this Contract. The Contractor shall not be responsible for acts of gross negligence or willful misconduct committed by the County.

15.2 The Contractor shall also indemnify and hold harmless the County, its employees, agents and officials from any and all liabilities, claims, suits, or demands including attorneys' fees and court costs which may be made against the County, its employees, agents or officials by any third party arising from the alleged violation of any third party's trade secrets, proprietary information, trademark, copyright, patent rights, or intellectual property rights in connection with this Contract. The Contractor shall have no liability to the County or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the products or services by the County or any third party; (b) use of the product or services in connection or combination with equipment, devices, or services not provided by the Contractor; or (c) the use of other than the most current release or version of any software or firmware provided by the Contractor as part of or in connection with the products and services.

15.3 Unless notified by the County in writing to the contrary, the Contractor shall provide

defense for its indemnity obligations, for the County, its employees, agents and officials, and in doing so, the Contractor shall allow County to participate in said defense of the County, its employees, agents and officials, to the extent and as may be required by the County and the Contractor shall cooperate with the County in all aspects in connection therewith. All filings, actions, settlements, and pleadings shall be provided to the County for comment and review prior to filing or entering thereof. No filing, action, settlement or pleading shall be filed or entered without the prior consent and approval of the County.

16. **Integration and Modification.** This Contract sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon either party to this Contract. No waiver, modification or amendment of the terms of this Contract shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

17. **Fee Prohibition.** The Contractor warrants and represents that it has not employed or engaged any person or entity to solicit or secure this Contract, and that it has not paid, or agreed to pay any person or entity a fee or any other consideration contingent on the making of this Contract. If any suit, claim, or demand shall arise concerning such a fee, the Contractor agrees to indemnify and hold harmless the County, from all such claims, suits or demands.

18. **No Partnership.** Nothing contained in this Contract shall be construed in any manner to create any relationship between the Contractor and the County other than expressly specified herein and the Contractor and the County shall not be considered partners or co-venturers for any purpose on account of this Contract.

19. **Governing Law.** This Contract shall be governed and construed in accordance with the laws of the State of Maryland and Baltimore County, Maryland. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20. **Recitals and Conflicting Terms.**

20.1 The Recitals are hereby incorporated into this Contract. The Contractor acknowledges that any Purchase Order issued on or after the effective date of this Contract is also hereby incorporated and made a part of this Contract, provided, however that any preprinted terms and conditions of any purchase order or other ordering document issued by the County in connection with this Contract that are in addition to or inconsistent with the terms and conditions of the Contract, shall not be binding on the Contractor and shall not be deemed to modify this Contract.

20.2 In the event of a conflict between the RFCSP and Proposal (including standard specifications) and this Contract, the provisions of this Contract (without the conflicting terms in the RFCSP and Proposal) shall prevail.

20.3 If a conflict arises between the provisions of this Contract and any Purchase Order, the provisions of this Contract shall prevail.

21. **Severability.** If any of the provisions in this Contract are declared by a court of competent

jurisdiction or other lawful authority to be unenforceable or invalid for any reason, the remaining provisions hereof shall not be affected thereby and shall remain enforceable to the full extent permitted by law and the invalid provision will be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this Contract.

22. **Time is of the Essence.** TIME IS OF THE ESSENCE WITH RESPECT TO PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS CONTRACT.

23. **Funding.** If funds are not appropriated or otherwise made available to support continuation of this Contract in any future fiscal year, the County shall have the right to terminate this Contract by providing thirty (30) days prior written notice to the Contractor and without any obligation or penalty, except that the County is obligated to pay for all products received and services performed prior to the end of the then current fiscal year for which funds were made available.

24. **Counterparts.** This Contract may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

25. **Ownership of Goods.** Subject to the limitation and terms of this Contract and except as otherwise stated herein, licenses, user guides and any modifications and enhancements to the products being provided, and any related interfaces listed herein, shall remain with the Contractor, and the Contractor grants a license to the County to use these products in accordance with Exhibits attached hereto. All finished or unfinished work or work product, reports, or goods provided by or created by the County under this Contract or through the use of the products that are the subject of this Contract shall be and shall remain the property of the County.

26. **Discrimination Prohibited.**

26.1 In the execution of the obligations and responsibilities hereunder, including, but not limited to, hiring or employment made possible by or relating to this Contract, the Contractor shall not:

a. Fail or refuse to hire, or discharge, any individual, or otherwise to discriminate against any individual with respect to the individual's compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test;

b. Limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test; or

c. Request or require genetic tests or genetic information as a condition for hiring or determining benefits.

26.2 All solicitations or advertisements for employees shall state that the Contractor is an equal opportunity employer.

27. **Reports / Information/Inspections / and Audits.**

27.1 The Contractor shall furnish the County with the reports or information, within the applicable time frames, as set forth in the Contract Attachments, as the same may be amended from time to time. Upon execution of this Contract, the Contractor shall provide to the Buyer a copy of its most recent ISO 27001 certification report, and thereafter shall provide as requested by the County the SOC2 SSAE16 for the facilities where client data resides on an annual basis, together with all other reports that may be required by law from time to time.

27.2 At any time during normal business hours and as often as the County may deem necessary, the Contractor shall make available to and permit inspection and copying by the County, its employees or agents, of all records, information and documentation of the Contractor related to the subject matter of this Contract, including, but not limited to, all contracts, invoices, payroll, and financial audits. The Contractor shall retain all records, information, and documentation of the Contractor related to this Contract, including but not limited to, all contracts, invoices, payroll, and financial audits for at least three (3) years after the termination of this Contract.

27.3 The County may request the Contractor, at the expense of the County, to have performed an independent audit of the Contractor's financial information including, but not limited to, balance sheets, statement of revenue and expenses, and receipts and disbursements. The independent auditor selected shall be subject to the approval of the County.

28. **Notice.** Any notice required to be delivered shall be deemed to have been received when the notice has been sent by certified mail, return receipt, overnight carrier, or hand delivered with signed receipt to the following address and individual or at such other address and/or such other individual as a party may identify in writing to the other party:

FOR THE COUNTY:
Robert Stradling, Director
Office of Information Technology
400 Washington Avenue, Room 33
Towson, MD 21204
410-887-2440
rstradling@baltimorecountymd.gov

ADDITIONAL CONTACT FOR THE COUNTY:

For all technical issues and outages
Baltimore County Service Desk
410-887-8200

Receiving Address for Hardware
Captain Joseph Conger
BCoPD Technology & Communications
700 E Joppa Road
Towson, MD 21286

Buyer for Information Technology
400 Washington Avenue, Room 148
Towson, MD 21204
410-887-3361
ccarpenter@baltimorecountymd.gov

FOR THE CONTRACTOR:

Douglas E. Klint
General Counsel
17800 N 85th Street
Scottsdale, AZ 85255
800-978-2737
legal@taser.com

ADDITIONAL CONTACT FOR THE CONTRACTOR:

Sales Operations
17800 N 85th Street
Scottsdale, AZ 85255
800-978-2737
contracts@taser.com

29. **Recycled and Recyclable Products.** The Contractor agrees that it will not use packaging materials made of non-recyclable Styrofoam (Polystyrene).

30. **Political Contribution Disclosure Affirmation.** The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, as the same may be amended from time to time, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, of at least \$100,000.00, to file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

31. **No Waiver, Etc.** No failure or delay by the County to insist upon the strict performance of any term, condition or covenant of this Contract, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, condition, or covenant or of any such breach, or preclude the County from exercising any such right, power, or remedy at any later time or times.

32. **Survival.** Those sections in this Contract which by their nature are intended to survive, including but not limited to Sections 4 (Contractor's Representations and Warranties), 11 (Confidential Information), 14 (Indemnification), 27 (Reports/Information/and Audits), 38.1 (Expert Testimony and Admissibility of Scientific Evidence), shall survive the termination of this Contract.

33. **Criminal Background Check Requirement.** The Contractor shall assure, that all Contractor or subcontractor personnel that have the ability to view or access any County data, have successfully passed criminal background checks.

34. **Qualified Staff.** The Contractor shall provide staff with the capability and expertise to provide all Deliverables required under this Contract ("Qualified Staff"). Resumes of all Qualified Staff designated to provide services under this Contract may be required to be provided to the County for review. Should the Contractor fail to provide Qualified Staff, the County may request the prompt replacement of any personnel deemed unacceptable to the County, in its reasonable discretion. The Contractor shall promptly replace such personnel with Qualified Staff reasonably acceptable to the County. Once accepted by the County, such personnel shall not be removed or reassigned by the Contractor to other projects unrelated to the County and/or to the detriment of the County unless a mutually-acceptable replacement is assigned by the Contractor. County approval of proposed replacement personnel will not be unreasonably withheld or delayed.

35. **Access to Data.** Notwithstanding anything to the contrary herein or in the Contract Attachments, the County retains the right to use the applicable Deliverables and services provided hereunder to access and retrieve County content hosted by the Contractor, at its sole discretion. If an emergency situation might require immediate access to the County's data in the Contractor's services infrastructure, the Contractor shall use its best efforts to immediately provide such access to the County. Should any of the County's data become the subject of a subpoena or other legal or governmental requirements for access, the Contractor is responsible for notifying the County as soon as it receives any such request prior to providing access to any of the County's data, and will cooperate with the County's efforts to manage the release of such data.

36. **FBI CJIS Security Addendum.** TASER 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 the Contract. Upon request, TASER will provide a signed CJIS Security Addendum Certification for each authorized employee to the County or, if it exists, a statewide repository for such documentation.

37. **Legal Updates.**

The Contractor agrees to provide any legislative updates, modifications, or changes, as required pursuant to federal or state law or mandates, or a law passed at a local level as a result of a federal or state law, at no cost, on an on-going basis, to the County.

38. **Miscellaneous.**

38.1. **Expert Testimony and Admissibility of Scientific Evidence.**

a. The Contractor agrees to provide expert testimony in any criminal, or civil court, and administrative proceedings, or as otherwise directed by the County to support all claims or defenses against the County related to utilizing the TASER Products. Said testimony and preparation and

other costs shall be provided at no cost to the County.

b. The Contractor agrees to provide any and all documentation (e.g. White Paper) and/or other evidence to the County's satisfaction to establish that Contractor's products and technology have undergone and will continue to undergo rigorous field testing by an independent and relevant scientific body. Contractor agrees that said documentation and evidence shall be sufficient for the County to defend any legal challenge asserted under the Maryland Frye-Reed test or the Federal Daubert test, as applicable, as well as any other Federal or State of Maryland mandated laws, rules and requirements in a court of law, before an administrative body, or in any other forum. The Contractor shall also provide results from any testing that show that the TASER products, in use or to be in use, by the County do not meet the above described legal requirements. (As a note, the aforementioned legal tests were established in landmark legal cases and are used to determine if scientific evidence is reliable and admissible by the Maryland and Federal courts.)

38.2 If the Contractor changes its service provider for the storage of the County's data during the term of this Contract, the Contractor agrees: (i) not to increase the price attendant to said storage of the County's data; (ii) to provide the County thirty (30) days' prior written notice of any changes to said storage provider, (iii) service provider shall agree 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 the Contract, and (iv) integrity and security of the County's data shall be maintained at the same or greater security standards.

38.3 Pricing for data storage costs after the expiration of the initial 5 year term and the last of any renewal years shall not increase.

38.4 **Support and Maintenance.** TASER shall have a full Customer Support division. Customer Service shall be available 24/7 via email and live phone support Monday-Friday, 8:00AM – 7:00PM EST. For technical or Customer Service assistance, the County can contact 800-978-2737 or CSR@taser.com. TASER shall also have a dedicated line available for emergencies, with a live Support Specialist available 24/7. In addition to TASER's Customer Service team, an experienced Support Manager shall be assigned to the County. He/she will cover post-production needs related to maintenance and technical support on all hardware and software. County's Support Manager will be Chris Baker (phone: 480-463-2130, email: cbaker@taser.com). County's Professional Services Manager will be Uri Halioua (phone: 602-820-5408, email: uri@taser.com).

38.5 **Emerging Technologies.** Upon executing the mutual non-disclosure agreement (NDA) (see **Attachment 3**) with TASER, the County will be considered a Beta Tester for all new, upcoming releases of AXON technologies (see **Attachment 4 - Beta Test Agreement**).

a. Any beta releases of Evidence.com features provided to the County shall be set up in a sandbox test environment on Evidence.com and never directly to the County's Evidence.com production environment.

b. TASER will extend a discount of not less than ten percent (10%) off TASER's published price lists for emerging technologies purchased by the County after release to the general public.

IN WITNESS WHEREOF, it is the intent of the parties that Contractor has signed this Contract under seal and further, that the parties have executed this Contract the day and year first written above.

WITNESS:

Robert Driscoll
ROBERT DRISCOLL

TASER INTERNATIONAL INC.
Federal Identification No. 86-0741227

By: Dan Behrendt
Dan Behrendt
Chief Financial Officer



WITNESS:

Fred Homan

BALTIMORE COUNTY, MARYLAND

By: Fred Homan Date
Fred Homan
Administrative Officer

REVIEWED AND APPROVED:

Robert Stradling
Robert Stradling, Director
Office of Information Technology

REVIEWED AND APPROVED:

James Johnson
James Johnson, Chief
Baltimore County Police Department

APPROVED FOR FORM AND LEGAL SUFFICIENCY*

(Subject to Execution by A Duly Authorized County Administrative Official and County Council, if Indicated)

Michael S. Kolbe 12/23/15 (12/18/15)
OFFICE OF THE COUNTY ATTORNEY

*Approval of Form and Legal Sufficiency Does Not Convey Approval or Disapproval of Substantive Nature of Transaction. Approval is Based Upon Typeset Document. All Modifications Require Re-Approval.

OFFICE OF BUDGET AND FINANCE:

MASTER AGREEMENT ONLY
ENCUMBRANCES ARE BY DELIVERY ORDER

Michael S. Kolbe 12/18/15
Office of Budget and Finance Date 12/18/15

Scope of Work**Contents:**

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Project Summary

This Statement of Work (SOW) outlines the responsibilities of TASER, the Baltimore County Police Department (“BCPD”) and the County’s Office of Information Technology (“OIT”) for implementing the rollout of AXON Body-Worn Cameras and Evidence.com within BCPD’s organization.

1.1 Project Scope.

The AXON Camera and Evidence.com deployment may be completed in three (3) phases over four (4) fiscal years, January 1, 2016 – June 30, 2019. TASER will provide the following deliverables to deploy TASER Services and Products within the timeline agreed to by BCPD, OIT, and TASER:

- Bandwidth assessment
- Evidence.com account set up
- Implementation document packet
- AXON Mobile app installation
- Roles/Permissions set-up assistance
- Axon Signal Vehicle kits including configuration and installation
- Active Directory Federated Services integration
- Delivery of AXON hardware
- Smart Viewing Device and Flex Multimount Kits

- Dock
- EVIDENCE Dock configuration assistance
- Assistance with set up of Evidence.com user accounts
- Training
- Integration with BCPD’s CAD/RMS System
- Beta Test Environment
- Dev/test/prod
- Current TASER configuration manuals and best practices documentation
- Plan for returning all data and metadata to BCPD upon contract termination

1.2 Out of Scope Services.

TASER is responsible to perform only the Services described above in Section 1.1. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope. This project scope does not include the administration, management, or support of any internal OIT network or infrastructure.

1. Project Management.

TASER shall assign a Project Manager that will provide the expertise to execute a successful body camera deployment and implementation. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with BCPD and OIT’s Project Manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

2.1 Project Management Reporting, Documentation and Communication Strategy. Attachment 1 Products and Deployment Schedule and this SOW include a comprehensive project plan outlining the tasks, responsibilities and schedule(s) for the three (3) phases of BCPD’s body camera deployment.

TASER’s Project Manager will provide the OIT Project Manager a Microsoft Project Schedule with all tasks associated for completion of the project at the no later than June 30, 2019.

After obtaining agreement from BCPD and OIT on the project plan and rollout schedule, TASER’s Project

Manager will ensure all team members from TASER, BCPD, and OIT are continually updated on the status of the body camera program through:

- Development of a communication plan for implementation - Weekly status meetings via conference call/webinar
- Project briefings to BCPD and OIT's Management team as requested - Monthly written status reporting

3. Professional Services.

TASER's professional services team consists of Customer Support Specialists, Sales Engineers, Trainers and Project Managers to help with all phases of BCPD's deployment.

3.1 Pre-Deployment Assistance.

Prior to the go-live date for each phase of the deployment, TASER's Professional Services team will perform the following tasks:

- **Axon Signal Vehicle Kit** – TASER will provide all necessary assistance to support installations as part of its Professional Services Full Service package, which includes one week of on-site services. Thereafter, any additional support services provided to BCPD will be charged per TASER's rates enumerated in Attachment 1 Products and Deployment Schedule.
- **Implementation document packet:** TASER will provide Evidence.com administrator guides, camera implementation guides, network setup guides, and sample policies.
- **Bandwidth assessment:** If requested, TASER will estimate bandwidth needs based on officer shift schedules and anticipated camera usage. Please note- this assessment is completed prior to the initial launch of project but not for subsequent phases.
- **Evidence.com account set up:** TASER will send an Evidence.com invite email to BCPD's designated administrator. The administrator must accept the Invitation to initiate access to Evidence.com. TASER must establish sync with County Active Directory Federated Service (ADFS). County will be using version 3.0 of ADFS. County will also require the capability to create local Evidence.com accounts in need of emergency. This task is completed prior to the initial launch of project but not for subsequent phases.
- **AXON Mobile app:** TASER will pre-download the AXON Mobile app on devices purchased through TASER. If using the app on personal or department-assigned devices, installation of the free app will be supported during training through the Apple/Android App stores.
- **Roles/Permissions set-up assistance:** TASER will provide all necessary assistance to support BCPD's configuration of categories, custom roles and permissions within the Evidence.com Admin tab.
- **Delivery of AXON hardware:** TASER will send all equipment per contract requirements via FedEx and provide tracking information to BCPD.
- **Setup and Configuration of Axon hardware**

3.2 Training.

TASER will provide up to 4 weeks of training at the direction of all BCPD trainers and technicians

throughout the phased deployment. The training sessions offered throughout the deployment include:

End-user go-live training and support: This training provides individual device set up and configuration assistance, pairing with viewers when applicable, and training on device use, [Evidence.com](#) and Evidence Sync. The training also includes policy overview by the County leadership team. (average training time: 3 hours)

Administrator training: This training provides a deep dive into [Evidence.com](#) for staff members that will be using [Evidence.com](#) but not wearing a camera. It covers topics such as building cases, searching users and sharing data within and outside of the County. The training will be customized to the needs of BCPD (average training time: 2 hours).

AXON Instructor training: This training provides instruction to BCPD in-house trainers, with the goal of certifying instructors who can support BCPD's subsequent AXON camera and [Evidence.com](#) training needs (average training time: 4 hours).

AXON Full Service Package:

	Full-Service Package
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).	On-site assistance
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.	On-site assistance
Dedicated Project Manager Assignment of a specific TASER 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.	✓
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.	✓
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	✓
Axon instructor training	Training for up to 5

	Full-Service Package
Prior to general user training on Axon camera systems and Evidence.com services, TASER'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.	individuals at the Agency
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.	On-site assistance
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓
Post go live review session	On-site assistance

3.3 CAD/RMS integration.

The CAD/RMS integration will consist of the development of an integration module that allows the Evidence.com services to interact with the BCPD's CAD/RMS. BCPD may use the integration module to automatically tag the AXON recorded videos with data already maintained in the County's CAD/RMS, including, but not limited to, a case ID, category, and location. The integration module will allow BCPD to auto populate the AXON video meta-data saved to the Evidence.com services based on data already maintained in the County's CAD/RMS.

Projected completion of the integration will be negotiated and defined in the final project schedule. After completion and acceptance by BCPD, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the County. TASER 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 BCPD maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because BCPD changes its RMS. Thereafter, any additional support services provided to BCPD will be charged per TASER's rate of \$2,000 / Day.

3.4 Open Application Programming Interfaces (APIs).

TASER's development team is currently deploying several open APIs that will allow BCPD to perform a broad scope of analysis and integrations on the data within Evidence.com, including:

- Integration of third party products, such as case management systems and HR systems
- Crime analytics through reference of body-worn camera events
- Automatic retrieval of raw data and meta-data All APIs are expected to be completed by January 2016.

Once implemented, Evidence.com's APIs will allow BCPD's Information Technology team to develop in-house integrations with existing Digital Information Management Solutions (DIMS) and Digital Evidence Management Solutions (DEMS) solutions (e.g. Veripic) free of dependency of Evidence.com's development team. Integration of 3rd party systems into Evidence.com beyond the freely available functionalities of Evidence.com APIs will result in additional services and fees.

3.5 Acceptance Checklist.

TASER will present BCPD and OIT with an Acceptance Checklist (Checklist) upon TASER's completion of the Services and Integrations. BCPD and OIT will sign the Checklist acknowledging completion of the Services and Integrations once the on-site service session has been completed.

If BCPD and/or OIT believes that TASER did not complete the Services and Integrations in

substantial conformance with this SOW, BCPD and/or OIT will notify TASER in writing of its specific reasons for rejection of the Services within 14 calendar days from delivery of the Checklist to BCPD and OIT. TASER will address BCPD and OIT's issues and then will re-present the Checklist for approval and signature.

3.6 Key Assumptions.

The Services, fees, and delivery schedule for this project are based on the following assumptions:

- a. County's relevant systems are available for assessment purposes prior to TASER's arrival at the Installation Site.
- b. All work will be performed by TASER's personnel during normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m. EST, except holidays unless otherwise agreed to in advance.
- c. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by TASER and BCPD and OIT.
- d. BCPD and OIT representatives will be available to provide timely and accurate information.

4. BCPD Responsibilities. In order to fulfill the deliverables listed in this SOW, BCPD is responsible for contributing to project status reports, reporting project issues, and providing internal resources to assist with hardware and software set-up and configuration.

4.1 BCPD Tasks. To ensure a successful deployment, BCPD will be responsible for completing the following pre-deployment configuration tasks:

- **Set up Evidence.com user accounts:** Within the Evidence.com Admin tab, BCPD will upload users to Evidence.com and invite users via email to sign into their individual accounts: <http://public.evidence.com/help/pdfs/latest/EVIDENCE.com+Administrator+Reference+Guide.pdf>, pg. 18.

BCPD and OIT will work with Evidence.com to establish user account synchronization with County Active Directory Service via ADFS.

- **Create video policy:** Before camera deployment, BCPD will define the County video management policies and create categories and evidence retention levels for videos. BCPD will also establish a method for officers to add metadata to videos (e.g. AXON Mobile, CAD integration, Evidence.com).
- **Evidence Dock installation and configuration:** Determine ideal location of Dock setup, install docks, and set configurations on Docks (see manual for specific instructions: https://www.taser.com/images/support/downloads/downloads/EVIDENCE_com_Dock_Installation_Guide.pdf). TASER can assist with dock configuration if requested.
- **Download Evidence Sync:** Install Evidence Sync software on computers in the Report Writing Room(s) and on MDTs (<https://TASER.taser.com/info/sync-registration>). TASER will also provide an enterprise-deployable version of SYNC.
- **Troubleshooting reporting:** The County will alert TASER of any IT issues with Evidence.com or Dock access so TASER can remedy before live deployment.

4.2. Expectations.

TASER's successful performance of the Services depends upon BCPD and OIT:

- a. Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);

- b. Making any required modifications, upgrades or alterations to the County's hardware, facilities, systems and networks related to TASER's performance of the Services prior to TASER's arrival at the Installation Site;
- c. Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by BCPD (including providing security passes or other necessary documentation to TASER representatives performing the Services permitting them to enter and exit County premises with laptop personal computers and any other materials needed to perform the services);
- d. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the Services;
- e. Providing TASER with remote access to its EVIDENCE.com account when required for TASER to perform the Services;
- f. Identifying in advance any holidays, non-work days, or major events that may impact the project;
- g. Making any required modifications, upgrades or alterations to the County's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
- h. Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as required by TASER;
- i. Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at BCPD;
- j. Ensuring the availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services);
- k. Evidence placed in archival storage will be visibly marked on the application, and a button will be available for BCPD/OIT to request it be pulled from archival storage. The application will provide a visible indicator that the evidence has been requested from archive. TASER will notify BCPD/OIT when the evidence has been pulled from archival storage and is available;
- l. TASER 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 Contract. Upon request TASER will provide a signed CJIS Security Addendum Certification for each authorized employee or, if it exists, a statewide repository for such documentation.

5. Changes to Services.

Changes to the services set forth in 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, and could result in amendment of the contract, signed by both parties.

6. Deployment Pricing.

Deployment pricing shall be in accordance with the deployment schedule. If any portion of the Implementation Schedule is not deployed or is modified, all prices, terms and conditions for all deployments shall remain in accordance with the Proposal Response, and shall remain in full force and effect for the duration of the term of the contract and any extensions; however, if the deployment schedule is modified, pricing is subject to change based upon timing due to proration of the unlimited bundle. The projected cost in the attached Implementation Schedule is calculated upon the deployment detailed in the Implementation Schedule.

ATTACHMENT 3

Mutual Non-Disclosure Agreement

This Mutual Nondisclosure Agreement ("NDA") is made by and between TASER International, Inc., a Delaware corporation having its principal offices at 17800 North 85th Street, Scottsdale, Arizona 85255 (the "Contractor" or "TASER") and Baltimore County, Maryland, a body corporate and politic, 400 Washington Avenue, Towson, Maryland 21204 (the "County"). This NDA is effective as of December 24, 2015 and governs all disclosures of the subject matter described in this NDA and made since that date. In consideration of the promises and covenants of this NDA, the parties agree as follows:

1. The receiving party desires to receive from the disclosing party certain information that the disclosing party regards as proprietary and confidential, including any third party confidential and proprietary information rightfully in the possession of the disclosing party, solely for the purpose of evaluation for a possible business or vendor relationship and for any subsequent business relationship.

2. The term "Confidential Information" means any and all proprietary information that is disclosed by a disclosing party to a receiving party. Confidential Information may include, without limitation: (a) matters of a technical nature such as materials, models, devices, products, trade secret processes, techniques, data, formulas, inventions (whether or not patentable), specifications and characteristics of products planned or being developed; (b) research subjects, methods and results; (c) matters of a business nature such as information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies; (d) recorded communications; (e) personal information, including, but not limited to, all personally identifiable information referring or relating to a natural person or their corporate entity, including but not limited to, name, address, telephone number, social security number, financial records, credit card, billing and payment information, tax ID number, health condition, medical information and medical history information, and all Protected Health Information as defined by the federal Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. §§ 1320 *et seq.*, as the same may be amended from time to time and implementing regulations including, but not limited to, 45 CFR Parts 160 and 164, as the same may be amended from time to time, the Maryland Confidentiality of Medical Records Act ("MCMRA"), Md. Code Ann. Health-General §§4-301 *et seq.*, as the same may be amended from time to time, and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), Pub. L. No. 111-5 (February 17, 2009), as amended, and as required by all applicable laws, or (f) other information of a similar nature that is not generally disclosed to the public. All such information is confidential, proprietary, and valuable trade secret information of the disclosing party.

Confidential Information may be furnished in any tangible or intangible form, including but not limited to writings, drawings, computer tapes and other electronic media, samples and verbal communications. Any Confidential Information furnished in intangible form must be conspicuously marked as Confidential or Proprietary. It is incumbent on the disclosing party to document and submit to the receiving party, in writing, any Confidential Information disclosed through verbal communication within 30 days of the verbal communication. The receiving party agrees to treat any such information the same as Confidential Information furnished in tangible form.

3. The parties agree not to disclose or use Confidential Information for any purpose other than as described in this NDA. The disclosing party makes no warranty as to the accuracy of any Confidential Information. All Confidential Information disclosed under this NDA is and remains the property of the disclosing party. No license, right, or authorization to sue other than for the purpose above, express or implied, is conveyed or granted to the receiving party for any invention, patent application, patent, copyright, know-how, trade secret, other intellectual property right, or application therefor. The disclosing party makes no representation that any type of business relation related to the purpose of this NDA, the Confidential Information, or any other matter will be concluded between the parties.

4. Except as otherwise required by law, all Confidential Information must be kept confidential by the receiving party, and must not be disclosed to any other person or entity other than to directors, officers, officials, employees and agents of the receiving party who need to know such information in order to accomplish the purpose of the Contract. The receiving party further agrees that all directors, officers, officials, employees and agents who have or are granted access to the Confidential Information will be notified of the proprietary and confidential nature of the Confidential Information and will agree to be bound by the terms and conditions of this NDA. The receiving party further agrees to protect and safeguard the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the receiving party uses to protect its own confidential or proprietary information of a like nature.

5. The obligations of confidentiality and limitations of use continue beyond the termination of this NDA; provided, however, the receiving party will not be liable for any disclosure of Confidential Information or further restriction on use where the same information:

a. was in the public domain at the time it was disclosed or later comes within the public domain, except through the acts or omissions of the receiving party and proof that the information was in the public domain is supported by sufficient independent documentary evidence;

b. was known to the receiving party at the time of its disclosure and this knowledge is supported by sufficient independent documentary evidence dated prior to receipt;

c. is developed independently by the receiving party and any reference or access to the Confidential Information disclosed under this NDA and such development is supported by sufficient independent documentary evidence;

d. is approved for the release by written authorization of the disclosing party; becomes known to the receiving party from a source other than the disclosing party or any of its employees, without breach of this NDA and such knowledge is supported by sufficient independent documentary evidence dated prior to receipt;

e. is disclosed to third parties by the disclosing party without restriction and such disclosure is supported by sufficient independent documentary evidence; or

f. if, upon advice of counsel, such disclosure is required by a subpoena, court order, law, statute, or regulation, or other compulsion of law (in which case the parties shall cooperate to the extent reasonable to preserve the Confidential Information from public disclosure beyond what is absolutely necessary), TASER expressly acknowledging that as a governmental entity, the County is bound by the requirements of the Maryland Public Information Act, Title 4 of the General Provisions Article of the Annotated Code of Maryland, as amended.

6. Upon termination of this NDA or upon written request of the disclosing party at any time, the receiving party will immediately deliver to the disclosing party all of the party's Confidential Information, as well as, all documents media, and items comprising or embodying such Confidential Information and any other documents or things belonging to the disclosing party that may be in the receiving party's possession. The receiving party will not retain any copies or notations from the Confidential Information, except to the extent otherwise required by applicable law.

7. The parties acknowledge that the Confidential Information may be controlled by the U.S. Department of Commerce Export Administration Regulations or other requirements of the U.S. Government regulating the export of the Confidential Information. The receiving party acknowledges that it will not attempt to, nor knowingly, export or re-export to any country without first having obtained all necessary approvals. Additionally, the parties acknowledge that granting non-U.S. citizens or non-permanent residents of the U.S. access to the Confidential Information can be considered a "deemed

export,” and the receiving party agrees to take proper and necessary action to restrict access to the Confidential Information only to U.S. citizens and permanent residents of the U.S. The parties further acknowledge that the Confidential Information may be controlled by the Maryland Public Information Act.

8. Both parties agree that a breach of the obligations of this NDA is likely to cause irreparable harm to the disclosing party and that money damages alone would be inadequate as a remedy for a breach of such obligation. Therefore, the parties agree that the disclosing party shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the disclosing party shall deem appropriate. Such right of the disclosing party is to be in addition to the remedies otherwise available to the disclosing party at law or in equity.

9. In the absence of a superseding agreement between the parties, all rights under any patent application filed by a party claiming an invention based on the disclosing party’s Confidential Information are hereby nonexclusively licensed for a term of the patent to the disclosing party without royalty. The parties agree to assist each other at no charge to perfect these licensed rights. Full disclosure to the other party before preparing any planned patent application is strongly advised to avoid this license.

10. Both parties agree that this NDA and all disputes arising hereunder will be governed by the laws of the State of Maryland without reference to conflict of laws principles. Venue shall be in the Federal courts in Maryland or the State courts in Baltimore County, Maryland. This NDA is binding upon the successors and assignees of each party. This NDA may not be amended except by a writing signed by both parties and expressly declared to be an amendment or modification of this NDA. In the event one or more of the provisions of this NDA is unenforceable, the enforceability of the remaining provisions shall be unimpaired.

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, each representative identified below declares that they have been expressly authorized to execute this NDA, binding the parties as of the date set forth above.

WITNESS:

Robert Driscoll
Robert Driscoll

TASER INTERNATIONAL INC.

By: Dan Behrendt 12/17/15
Dan Behrendt Date
Chief Financial Officer

WITNESS:

Dawn K. Homan

BALTIMORE COUNTY, MARYLAND

By: Fred Homan
Fred Homan Date
Administrative Officer

REVIEWED AND APPROVED:

Robert Stradling
Robert Stradling, Director
Office of Information Technology

REVIEWED AND APPROVED:

James Johnson
James Johnson, Chief
Baltimore County Police Department

APPROVED FOR FORM AND LEGAL SUFFICIENCY*

(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)

Michael S. Kolbe 12/22/15 (12/18/15)
OFFICE OF THE COUNTY ATTORNEY
*Approval of Form and Legal Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document.
All Modifications Require Re-Approval.

NO CERTIFICATION NECESSARY

Michael S. Kolbe 12/18/15
Office of Budget and Finance Date 12/18/15

ATTACHMENT 4

Beta Test Agreement

This Beta Test Agreement (the "Beta Test Agreement") by and between TASER International, Inc. (the "Contractor" or "TASER") and Baltimore County, Maryland (the "County") is entered into as of December 24, 2015 (the "Effective Date"), and sets forth the terms and conditions for the beta installation, use, test and support of TASER products in a County site prior to formal product release.

1.0 DEFINITIONS.

- 1.1 "Product" means the beta TASER product(s) including Software, if any and Documentation, that is subject to the terms and conditions of this Beta Test Agreement.
- 1.2 "Beta Test Period" means the period of time during which testing of and adjustments to the Product contemplated hereunder will be undertaken. Such time period shall be mutually agreed upon with respect to each Product.
- 1.3 "Software" means the computer programs provided in object code format as a part of a Product.
- 1.4 "Documentation" means such supporting written materials as TASER may in its discretion provide to the County in connection with its use of a Product.

2.0 **SCOPE.** This Beta Test Agreement sets forth the terms and conditions for the beta installation, use, test and support of certain TASER products in a user site prior to formal product release.

3.0 OBLIGATIONS OF COUNTY.

- 3.1 Testing. During the Beta Test Period, the County agrees to test the Product(s) as mutually agreed upon by the parties. This shall not obligate the County to accept and move a Product into production that it does not believe performs or functions in line with County objectives.
- 3.2 Error Notice. The County shall notify TASER of any failure, error or other malfunction of any part of the Product within fifteen (15) business days of such occurrence or discover of such occurrence.
- 3.3 Modifications. The County agrees to promptly implement such modifications and changes that TASER may make to the Product during the Beta Test Period as they are provided by TASER. The County understands that these modifications and changes may be incompatible with previous modifications and could include substantial changes to the system and its operating procedures. Such modifications shall not interfere with or modify non beta Products in use in the field by the County.
- 3.4 Access. During the Beta Test Period, the County will grant TASER full and free access to the Product to allow TASER to perform under this Beta Test Agreement at such reasonable times as may be required by TASER.

4.0 OBLIGATIONS OF TASER.

- 4.1 Delivery. TASER agrees that TASER will deliver the Product to the County for Beta Testing. Any beta releases of the Product features provided will be set up in a sandbox test environment and not directly to the production environment.
- 4.2 Technical Assistance. TASER will provide the County such technical assistance as TASER may deem necessary to properly install and operate the Product at the beta test site.

4.3 Modifications. During the Beta Test Period, TASER will consult with the County regarding the performance of the Product and will evaluate any test data and error reports provided by the County. TASER will undertake to make such modifications and improvements to the Product as deemed appropriate by TASER and provide the same to the County at no cost; provided, however, TASER is not obligated to make any modifications or improvements.

5.0 **DISCLAIMER OF WARRANTY.** THE BETA PRODUCT (INCLUDING THE SOFTWARE, IF ANY, AND DOCUMENTATION) IS PROVIDED HEREUNDER "AS IS". TASER MAKES AND THE COUNTY RECEIVES NO WARRANTIES IN CONNECTION WITH THE PRODUCT, OR MODIFICATIONS OR IMPROVEMENTS THERETO, DELIVERED HEREUNDER, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS BETA TEST AGREEMENT OR COMMUNICATION BETWEEN TASER AND THE COUNTY. TASER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

6.0 **OWNERSHIP AND SOFTWARE LICENSE.**

6.1 Ownership. The County acknowledges that the Product is loaned to the County for beta testing and that TASER retains ownership of all right, title and interest to the Product, the Product design and Documentation, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the Software license granted in this Section 6. The County agrees not to (i) copy, modify, or reverse engineer the Product hardware or design, make derivative works based upon the Product, or use the Product to develop any products, without TASER's prior written approval or (ii) sell, license, rent, or transfer the Product to any third party. TASER hereby reserves, and the County hereby agrees, that TASER shall have a security interest in the Products delivered under this Beta Test Agreement. If requested by TASER, the County agrees to execute and deliver financing statements or any other instruments, recordings or filings deemed necessary by TASER to protect and preserve its right, title and interest in and to the hardware Products under applicable law.

6.2 Software License Grant. TASER hereby grants to the County and the County accepts a personal, non-transferable, non-exclusive license to use the Software subject for the Beta Test Period solely for the purpose of testing and evaluating the Software.

6.3 Modifications. The County hereby assigns to TASER, the County's entire right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to the Products which the County may propose or make during the Beta Test Period or which the County and TASER may jointly make during the Beta Test Period.

7.0 **CONFIDENTIAL INFORMATION.** The County acknowledges that, in the course of using the Products and performing its duties under this Beta Test Agreement, it may obtain information related to the Products and to TASER which is of a confidential and proprietary nature. The parties agree that the provisions of the Mutual Non-Disclosure Agreement attached to the Contract as **Attachment 3** shall apply to this Beta Test Agreement.

8.0 **TERMINATION.** This Beta Test Agreement may be terminated immediately by either party through written notice. Upon termination of this Beta Test Agreement, the County shall immediately cease use of the Product and shall return to TASER all Proprietary Information then in the County's possession or custody or control, in accordance with the provisions of the Mutual Non-Disclosure Agreement attached to the Contract as **Attachment 3**.

9.0 LIMITED LIABILITY. ALL LIABILITY OF TASER UNDER THIS BETA TEST AGREEMENT SHALL BE LIMITED TO THE LIMITS OUTLINED IN SECTION 7 AND ATTACHMENT 5 OF THIS CONTRACT.


10.0 CONSEQUENTIAL DAMAGE WAIVER. IN NO EVENT SHALL TASER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, OR OTHER INDIRECT DAMAGES WITH RESPECT TO THIS BETA TEST AGREEMENT, EVEN IF TASER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. TASER WILL MAKE BEST EFFORTS TO PREVENT ANY SUCH DAMAGES FROM OCCURRING.

11.0 GENERAL.

- 11.1** The validity, interpretation and performance of this Beta Test Agreement shall be controlled by and constructed under the laws of the State of Maryland and Baltimore County, without giving effect to the principles of conflict of law.
- 11.2** Neither party shall assign, in any manner, its right, obligation or interest in or under this Beta Test Agreement without the prior written consent of the other party.
- 11.3** All notices required or permitted under this Beta Test Agreement will be in writing and delivered in accordance with the Notice provisions contained in Section 28 of the Contract.
- 11.4** Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect.

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

WITNESS:


ROBERT DRISCOLL

TASER INTERNATIONAL INC.

By:


Dan Behrendt
Chief Financial Officer

12/17/15
Date

WITNESS:



BALTIMORE COUNTY, MARYLAND

By:

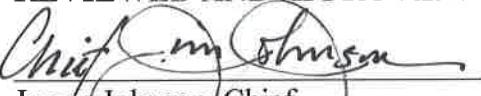

Fred Homan
Administrative Officer

Date

REVIEWED AND APPROVED:


Robert Stradling, Director
Office of Information Technology

REVIEWED AND APPROVED:


James Johnson, Chief
Baltimore County Police Department

APPROVED FOR FORM AND LEGAL SUFFICIENCY*

(Subject to Execution by A Duly Authorized County
Administrative Official and County Council, if Indicated)


OFFICE OF THE COUNTY ATTORNEY

*Approval of Form and Legal Sufficiency Does Not Convey
Approval or Disapproval of Substantive Nature of Transaction.
Approval is Based Upon Typeset Document.
All Modifications Require Re-Approval.

NO CERTIFICATION NECESSARY


Office of Budget and Finance

12/18/15
Date mas

ATTACHMENT 5

Sales Terms and Conditions for Direct Sales to End User Purchasers

In addition to the terms and conditions contained in the Contract, the parties agree that the following additional terms and conditions apply hereto:

Return Policies. All sales are final and no refunds or exchanges are allowed except as provided by state or federal law.

Shipping; Title; Risk of Loss. The Contractor reserves the right to make partial shipments and products may ship from multiple locations. Delivery is typically 2-6 weeks after receipt of order or payment. Any products or services to be provided by the Contractor will remain at the Contractor's risk until written acceptance by the County, which in no event will be later than 90 days after receipt of the products and services by the County.

Excusable Delays. The Contractor will use reasonable efforts to deliver all products and services ordered by the County as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the Contractor's reasonable control, including, but not limited to force majeure, fire, riots, and accidents, the Contractor has the right, in its reasonable discretion, and upon written notice to the County, to delay or terminate the delivery at which time any payments made by the County shall be refunded in full for any undelivered products.

Not For Resale or Export. Shipping of some of the Contractor's projects out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with the Contractor.

Regulations and Restrictions. Both parties agree to comply with all applicable laws, codes and license requirements, and controls of the United States in connection with the use of the Contractor's products and services. A list of known regulations and restrictions regarding the sale, possession, and use of TASER Conducted Electrical Weapon (CEW) products can be found at www.TASER.com, or through the Contractor's Customer Service Department.

Warranty Coverage. The products and services provided herein are provided with a warranty of merchantability, a warranty of fitness for a particular purpose, a warranty against hidden or latent defects, and a warranty against patent infringement. The warranty provisions, warranty exclusions, release, and any limitations of liability applicable to this Contract are attached hereto in Attachment 6.

Product Warnings. The most current product warnings can be found at www.TASER.com. The existence of product warnings shall not limit the Contractor's liability unless the County has had prior written warning from the Contractor of product deficiencies.

Proprietary Information. The County acknowledges that the Contractor has various proprietary rights in the hardware, firmware, software, and integration of ancillary materials, knowledge, and designs that constitute the Contractor's products and services, and that the County will not directly or indirectly cause any patent, copyright or trademark rights to be violated.

Design Changes. The Contractor reserves the right to make changes in design of any of its products and services with 90 prior days to the County or to make the same changes to products and services previously purchased, unless such changes are made due to a court order or the prior design is found to contain a latent defect or safety hazard. Changes made due to recalls will be made to products or services provided to the County upon written request. The County shall have the right to reject the Product if the changes in design, product or services will substantially interfere with the County's operations.

Material Safety Data Sheet. If products to be provided to the County contain any substances that could be hazardous or injurious to a person's health, a material safety data sheet ("MSDS") must be provided to the Purchasing Division, 400 Washington Avenue, Room 148, Towson, Maryland 21204-4665. This applies also to any product used by the Contractor when providing a service to the County.

Warranties**Manufacturer's Limited Warranty**

TASER warrants that all of its Laws Enforcement Hardware Products are free from hidden or latent defects in workmanship and materials for a period of one (1) year from the date of acceptance. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Broken blast doors are not covered by this limited warranty. TASER-manufactured accessories are covered under a limited 90-day warranty from the date of acceptance. Non-TASER manufactured accessories are covered under the manufacturer's warranty.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. The product will continue to be covered for the balance of the warranty period under which a repair or replacement was made. TASER's sole responsibility under this warranty is to either repair or replace with the same or like product, at TASER's option. TASER will not charge the County any additional fees, including shipping and handling, if a product claim is found to be valid.

Optional Extended Hardware Warranty: The optional extended warranty for TASER Products, has been included in this Contract. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. The County may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period. (The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as a result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and the AXON body battery are not.) TASER warrants that it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. The County may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty. The product will continue to be covered for the balance of the warranty period under which a repair or replacement was made.

Exclusions and limitations

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 the County's property and the replaced item becomes TASER's property. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

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

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu

of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Except to the extent otherwise stated in the Contract, TASER specifically disclaims any and all other statutory or implied warranties, including without limitation, warranties arising from a course of dealing, and usage or trade practice. 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 warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have, except as otherwise expressly stated in the Contract. Unless as a result of negligence or willful misconduct, TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. TASER's cumulative liability limit does not apply to any of its indemnification obligations or breach of confidential data as defined in the Contract. Except to the extent otherwise stated in the Contract, in no event will TASER be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, however, caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided for in this warranty. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release

Except to the extent otherwise stated in the Contract, the County agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including any claims for damages and personal injuries. TASER is not liable for the failure of the TASER product to perform after the warranty period, and except to the extent otherwise stated in the Contract, TASER is not liable for any claims made by a third party or by the County on behalf of a third party.

County Responsibilities and Product Registration

The County should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to Evidence.com services or download/backup copies of the information, data and/or video contained on the TASER product storage media to protect the contents and as a precaution against operational failures.

TASER products can be registered at www.taser.com/register. Registration of the product allows TASER to contact the County with important product notification and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish the County's limited warranty rights.

Warranty Repair Procedure

Warranty return and repair procedures, including troubleshooting guides, can be found on TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If the County fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to the County.

Before delivering a product for warranty service, the County shall be responsible for uploading the data contained in the product to the Evidence.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER 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. The product will be returned to the County configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. In the event the County requires attempted data recovery from damaged devices, the cost per day shall be \$2,000.

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral, except to the extent otherwise stated in the Contract. This warranty may not be changed or enlarged by any agent, employee, distributor, dealer, or other person, unless agreed upon in writing. This warranty, including any extended warranty, is non-transferable.

Evidence.com Additional Terms and Conditions

In addition to the terms and conditions contained in the Contract, the parties agree that the following additional terms and conditions apply hereto:

1. Access Rights. As of the Effective Date of the Contract, the County shall have access and use of the Evidence.com Services for the storage and management of the County's Content during the term of the Contract (including all renewals and extensions thereof) and for 365 days following termination. This is not a data sharing agreement. TASER does not continuously audit, inspect or monitor individual agency content, including that of the County. The County does not intend to waive or diminish any privacy interests by its use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Services may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Services. The County and each of its end users agree to adhere to the Contract and all laws, rules, regulations, and policies applicable to their use of the Evidence.com Services. If the County becomes aware of any violation of the terms contained herein by an end user, the County will immediately terminate that end user's access to the County's Content and the Evidence.com Services.

2. County Owns Its Content. The County controls and owns all right, title, and interest in and to the County's Content and TASER obtains no rights therein. The County is solely responsible for the uploading, sharing, withdrawal, management and deletion of the County's Content. The County consents to TASER's limited access to the County's Content solely for the purpose of providing and supporting the Evidence.com Services to the County and its end users.

3. Evidence.com Data Security.

a. **Generally**. TASER will implement reasonable and appropriate measures, including but not limited to cyber insurance, designed to secure the County's Content against accidental or unlawful loss, access or disclosure. TASER 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 by the County, security education, risk management, and data protection. The County is responsible for maintaining the security of its end user names and passwords and taking steps to maintain appropriate security and access by its end users to the County's Content. Log-in credentials are for the County's internal use only and the County may not sell transfer, or sublicense them to any other entity or person. The County agrees to be responsible for all activities undertaken by the County, its employees, its contractors or agents, and its end users which result in unauthorized access to the County's account or the County's 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 County at any time. The County will contact TASER immediately if it believes an unauthorized third party may be using its account or the County's Content or if its account information is lost or stolen.

b. **FBI CJIS Security Addendum**. TASER 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 the Contract. Upon request, TASER will provide a signed CJIS Security Addendum Certification for each authorized employee to the County or, if it exists, a statewide repository for such documentation.

4. TASER Support. TASER will make available to the County updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. The

County shall be responsible for establishing and maintaining adequate access to the Internet in order to receive the updates. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 12 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). The County is responsible for maintaining the computer equipment and Internet connections necessary for its use of the Evidence.com Services.

5. Data Privacy. TASER will not disclose the County's Content or any information about the County except as compelled by a court or administrative body or required by any law or regulation. TASER will give the County notice if any disclosure request is received for the County's Content so the County may file an objection with the court or administrative body. The County agrees to allow TASER access to certain information from the County in order to: (a) perform troubleshooting services for the County's account at the County's request or as part of TASER's regular diagnostic screenings; (b) enforce the agreement of the parties or TASER's policies governing the County's use of the Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6. Data Storage. TASER will determine the locations of the data centers in which the County Content will be stored and accessible by the County's end users. TASER will ensure that all of the County's Content stored in the Evidence.com Services remains within the continental United States including any backup data, replication sites, and disaster recovery sites. The County consents to the transfer of the County's Content to third parties for the purpose of storage of the County's Content. Third party subcontractors responsible for storage of the County's Content are contracted by and the responsibility of TASER for data storage services and must abide by all agreed security practices. Ownership of the County's Content remains with the County.

7. Fees. 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; except in the case of Public Agency Optional Licenses described in Section 8.a. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. Payment terms are provided in Section 2 of the Contract.

8. Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. The County may elect to be billed upfront or annually for these optional subscription licenses. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. This Section 8 does not apply if the County does not purchase any of the Optional Subscription License Tiers.

a. **Public Agency Optional Licenses.** Each of the optional subscription licenses in this Section 8(a) must be purchased at the point of sale of the hardware. Any hardware provided under the optional subscription licenses is subject to this Contract.

i. Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera.

ii. Evidence.com Unlimited License. Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services. The County must implement a data retention schedule in the Evidence.com Services for the management of the County's Content stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. TASER reserves the right, in its sole discretion, to place any data stored in the County's Evidence.com accounts and not viewed or accessed for 12 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access. The Evidence.com Unlimited License must be purchased for a 3- or 5-year term.

iii. **Officer Safety Plan.** The Officer Safety Plan includes all the benefits of the Evidence.com Unlimited License, TAP for the Evidence.com Dock, one TASER brand conducted electrical weapon (“CEW”) with a 4-year extended warranty, one CEW battery, and one CEW holster of the County’s choice. At any time during the Officer Safety Plan term the County may choose to receive the CEW, battery and holster by providing a \$0 purchase order (orders may take 4–6 weeks to process). At the time the County elects to receive the CEW, the County may choose from any CEW model currently offered by TASER. The Officer Safety Plan must be purchased for a 5-year term. If the Officer Safety Plan is terminated before the end of the term and the County did not receive your CEW, battery and holster then TASER will not and have no obligation to provide these items or a credit under the Officer Safety Plan. If the Officer Safety Plan is terminated before the end of the term and after the County receives the CEW, battery and holster, then: (a) the County will be invoiced for the remainder of the MSRP for the CEW, battery, and holster not already paid as part of the Officer Safety Plan before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to TASER within 30 days of the date of termination.

b. **Prosecutor Licenses.** Each Prosecutor Standard License and Prosecutor Professional License includes unlimited data storage for Axon camera and Evidence Mobile generated data shared through the Evidence.com Services. The County must implement a data retention schedule for the storage of relevant evidence and case related data in the Evidence.com Services for the management of the County’s Content stored in the Evidence.com Services to qualify for the Evidence.com Prosecutor Standard License or Prosecutor Professional License. TASER reserves the right, in its sole discretion, to place any data stored in the County’s Evidence.com accounts and not viewed or accessed for 12 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.

9. **Suspension of Evidence.com Services.** TASER may suspend the County’s or any end user’s right to upload content to the Evidence.com Services immediately upon reasonable notice to the County if TASER determines:

a. The County’s or an end user’s use of or registration for the Evidence.com Services (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 TASER, its affiliates, or any third party to liability, or (iv) may be fraudulent;

b. The County, or any end user, is in breach of the Contract, including if the County is delinquent on its payment obligations for more than 90 days; or

c. The County has become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

d. If TASER suspends the County’s right upload content to the Evidence.com Services, the County shall remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of the County’s Content on Evidence.com as a result of suspension, except as specified elsewhere in the Contract. TASER shall not block County access or use any portion or all of the Evidence.com Services or content until termination of Contract.

10. **Term.**

a. **Subscription Term.** The start date of the Subscription Term will be determined based upon the delivery date of any hardware ordered by the County and will remain in effect for the remainder of Term together with any renewal Terms until terminated as provided in the Contract. If the hardware is delivered in the first half of a month, then the Subscription Term starts on the 1st of the following month. If the hardware is delivered in the last half of a month, then the Term begins on the

15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the invoice date of the initial invoice containing the licenses. Subscription Term for TASER products not accepted by the County shall be subject to adjustments and credits.

b. **Free Trial Term.** If the County has signed up for a free trial, the County is granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period ("Trial Term"). Upon the expiration of the Trial Term the County must purchase the Evidence.com Services to continue to use the Evidence.com Services to access the County's Content.

c. **Free Evidence.com Lite Account.** If the County signed up for a free Evidence.com Lite account, the County is granted a limited non-exclusive license to use the Evidence.com Lite Services. The County's use of the Evidence.com Lite Services is not limited to a specific term and the County may cancel its Evidence.com Lite account and download the County's Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon ("CEW") firing logs and TASER CAM data.

11. **Termination.** Termination is governed by Sections 5, 9 and 23 of the Contract.

12. **Return of the County's Content.** Return of the County's content is governed by Section 6 of the Contract.

13. **IP Rights.** TASER or its licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of the Contract, TASER grants the County a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with the Contract during the Term. TASER owns all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If the County or its end users provide any suggestions to TASER for enhancements or improvements, TASER will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if the County or its end users have designated the suggestions as confidential. The County irrevocably assigns to TASER all right, title, and interest in and to the suggestions and agree to provide TASER any assistance it may require to document, perfect, and maintain its rights in the suggestions.

14. **License Restrictions.** Neither the County nor any of its end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by the Contract. Neither the County nor any of its end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in the Contract; (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 to the County in the Contract are conditional on the County's continued compliance with the Contract, and will immediately and automatically terminate if the County does not comply with any term or condition of the Contract. During and after the Term, the County will not assert, nor will it authorize, assist, or encourage any third party

to assert, against TASER or any of its affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services the County has used. The County may only use TASER's trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

15. **Third-Party Products and Services.** No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by the County of third-party products or services and any exchange of data or the County's Content between the County and any third-party provider, is solely between the County and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. TASER is not responsible for examining or evaluating the content or accuracy of third-party products or services and TASER does not warrant and will not have any liability or responsibility for any third-party products or services, or for any other materials, products, or services of third parties. If the County installs or enables Third-Party Applications for use with Evidence.com Services, the County acknowledges that TASER may need to allow providers of those Third-Party Applications to access the County's Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. TASER is not responsible for any disclosure, modification or deletion of the County's Content resulting from any access by Third-Party Application providers.

16. **Warranty.** TASER warrants that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by TASER with respect to the Evidence.com Services are solely for the benefit of the County and its end users and are not transferable and are null and void if any term or condition of this Agreement is breached.

THE COUNTY IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. The County is solely responsible for: (a) all data before it is uploaded to the Evidence.com Services; (b) configuring and setting up any hardware or networks that the County connects to the Evidence.com Services; (c) the County's networks and how they may interact with the hardware, software, or Evidence.com Services; and (d) any security settings the County establishes to interact with or on the Evidence.com Services. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

THE CONTRACTOR HEREBY EXPRESSLY WARRANTS THE SOFTWARE PRODUCTS HOSTED BY THE CONTRACTOR TO BE FREE OF DEFECTS IN MATERIALS AND WORKMANSHIP AND IN COMPLIANCE WITH AND MEETING THE REQUIREMENTS OF THIS CONTRACT AND ANY ATTACHMENTS OR AMENDMENTS THERETO THROUGHOUT THE TERM OF THE CONTRACT AND THE LICENSE. THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT PERFORMS INDUSTRY STANDARD VIRUS AND BUG TESTING ON ALL ITS SOFTWARE PRODUCTS ON A REGULAR BASIS. THE CONTRACTOR REPRESENTS AND WARRANTS, WITH RESPECT TO EACH SOFTWARE PRODUCT THAT IT DOES NOT CONTAIN ANY VIRUSES, NOR DOES IT CONTAIN ANY BUGS THAT WOULD MATERIALLY IMPAIR ITS OPERATION.

CONTRACTOR REPRESENTS AND WARRANTS THAT THE CONTRACTOR SOFTWARE PRODUCTS SHALL NOT CONTAIN ANY MALICIOUS CODE, TROJAN HORSES, OR WORMS, OR OTHER MATERIAL DEFECTS AT THE TIME OF DELIVERY.

THE CONTRACTOR REPRESENTS AND WARRANTS THAT NO PORTION OF ANY OF THE SOFTWARE PRODUCTS CAN OR WILL DO ANY OF THE FOLLOWING: DAMAGE OR MATERIALLY ALTER OR RENDER INACCESSIBLE ANY DATA RESIDENT IN THE

CONTRACTOR'S OR A THIRD PARTY PROVIDER'S SYSTEM OR IN THE SOFTWARE PRODUCT OR APPLICATION.

UNLESS OTHERWISE NOTIFIED BY THE CONTRACTOR, THE CONTRACTOR SOFTWARE PRODUCTS WILL BE FREE FROM ANY VIRUSES, DISABLING PROGRAMMING CODES OR INSTRUCTIONS. AND/OR OTHER SUCH ITEMS THAT MAY INTERFERE WITH OR ADVERSELY AFFECT THE SAFETY AND SECURITY OF A CITIZEN'S OR THE COUNTY'S NETWORK, DATA, INFORMATION, AND THE COUNTY'S AND ITS AUTHORIZED REPRESENTATIVES' OR AUTHORIZED USERS' PERMITTED USE OF THE CONTRACTOR SOFTWARE PRODUCTS AT ANY TIME.

THE CONTRACTOR WARRANTS THAT THROUGHOUT THE TERM OF THIS CONTRACT, THE SOFTWARE PRODUCTS SHALL BE IN CONFORMANCE WITH ALL TERMS AND APPLICABLE WARRANTIES OF THE CONTRACT AS TO ALL SUBSTANTIAL OPERATIONAL FEATURES AND BE FREE FROM DEFECTS THAT SUBSTANTIALLY AFFECT THE SOFTWARE PRODUCTS' PERFORMANCE.

THE CONTRACTOR REPRESENTS AND WARRANTS THAT IT IS THE CONTRACTOR'S INTENT THAT ALL ITS SOFTWARE PRODUCTS TO WHICH ACCESS IS PROVIDED UNDER THIS AGREEMENT WILL OPERATE AS DESCRIBED IN THE USER MANUALS OF THE CONTRACTOR, AND THE CONTRACTOR FURTHER AGREES TO CORRECT PROMPTLY AND WITHOUT ADDITIONAL CHARGE ANY NONCONFORMITY OF WHICH IT IS NOTIFIED WHILE THE COUNTY MAINTAINS AN ACTIVE AGREEMENT, INCLUDING ASP SERVICES AND/OR MAINTENANCE WITH CONTRACTOR.

EXCEPT AS PROVIDED IN ATTACHMENT 6 OF THE CONTRACT, AND THIS ATTACHMENT, THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." TO THE EXTENT PROHIBITED BY LAW, TASER AND ITS AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

17. **Indemnification.** Indemnification obligations of TASER are governed by Section 15 of the Contract.

18. **Limitations of Liability.** EXCEPT AS PROVIDED FOR AND OUTLINED IN THE CONTRACT, TASER AND ITS AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO THE COUNTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER TASER NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) THE COUNTY'S INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THE CONTRACT OR THE COUNTY'S USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) TASER'S DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY THE COUNTY IN CONNECTION WITH THE CONTRACT OR THE COUNTY'S USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO,

ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF THE COUNTY'S CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, TASER AND TASER AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$5,000,000.00 OR THE AMOUNT THE COUNTY ACTUALLY PAYS TASER UNDER THE CONTRACT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM.

19. **Miscellaneous.**

a. **Definitions.**

i. **"Evidence.com Services"** means TASER'S web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and any other product or service provided by TASER under the Contract. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

ii. **"County's Content"** means software, data, text, audio, video, images or other content the County or any of its 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 its account or otherwise transfer, process, use or store in connection with its account.

iii. **"Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into the Contract. Policies do not include whitepapers or other marketing materials.

CONTRACT ATTACHMENT 8

TASER Assurance Plan Terms and Conditions

TAP has been purchased as part of the Quote attached to the Agreement. TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER 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. You 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 you continue to pay the required annual fees for TAP. You 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.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") for you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER 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 TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1. Within 180 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase 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 you 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 you 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 you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the Axon camera products you are keeping. You may buy a new TAP for any Upgraded Model.

4.1. **TAP Axon Camera Upgrade Models.**

- 4.1.1. If you purchased TAP as a stand-alone service, then TASER 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 TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or

Dock. If you would like to change product models for the Upgrade Model, then you 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 you desire to acquire. 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 you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

- 4.2. **TAP Dock Upgrade Models.** TASER 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 TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you 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 you desire to acquire. 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 90 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

- 5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.
- 5.2. TASER will not and has no obligation to provide the free Upgrade Models.
- 5.3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 180 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 5.4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 5.5. If you made two or more TAP payments, then you will: retain the extended warranty coverage; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.
- 5.6. If you made only one TAP payment, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
- 5.7. If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a \$100 cancellation fee for each Covered Product.

CONTRACT ATTACHMENT 9

Service Level Agreement

- I. **Agreement Overview** - This Service Level Agreement (“SLA”) operates in conjunction with, and does not supersede or replace any part of, the Agreement.

This SLA outlines the information technology service levels that the Contractor will provide to the County to ensure the availability of the application services that the County has contracted with the Contractor to provide in addition to those set forth in the Agreement. The Contractor will provide to the County the application, infrastructure, and operational support for the software application and functionalities listed in the table below:

Application/Functionality	Number of Licenses or description of other scope of support
Hosted Storage Platform including:	Enterprise wide hosted storage platform with 99% Service Availability excluding Scheduled Maintenance.

II. **Definitions**

“**Attainment**” shall mean the percentage of time a service is available during a billing cycle, with percentages rounded to the nearest whole number.

“**Application**” shall mean Application Services.

“**ASP**” shall mean Application Services Provider of the Contractor.

“**ASP Team**” shall mean any Contractor personnel associated with the support or maintenance of the products provided to the County.

“**Business Day**” shall mean all calendar days when the County is open for business.

“**Business Hours**” shall mean 8 a.m. through 9 p.m. EST on Business Days.

“**County Error Incident**” shall mean any service unavailability resulting from the County’s applications, content or equipment, or the acts or omissions of any of the County’s service users or the County’s third-party providers over whom the Contractor exercises no control.

“**Critical Software Functionality**” shall mean the ability of the Contractor Service Offerings licensed pursuant to this Agreement as of the Effective Date to perform the Deliverables set forth in Contract Attachment 1.

“**Critical Times**” shall have the meaning set forth here: 24 hours per day, 7 days per week.

“**Downtime**” shall mean those minutes during which the Service Offerings set forth in the Agreement are not available for any type of County use.

“**Emergency Maintenance**” system is unavailable, unusable and downtime is unavoidable.

“**EST**” shall mean Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

“**Force Majeure**” shall mean acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, blockage, embargo, strike, lockout or interruption or failure of electricity or telephone

service due to reasons beyond their control and they have exercised their best efforts to mitigate any interruption of services.

“Grace Period” shall mean the seven (7) days following the date of deletion by the County.

“ISP” shall mean Internet Service Provider.

“Maintenance Window” or **“Scheduled Maintenance”** shall mean the time, if any, during which the Contractor has given the County advance notice of Downtime for the purpose of providing required maintenance.

“Service Availability” shall mean the total number of minutes in a month that a given service is receiving, processing, and responding to requests, excluding Maintenance Windows and Force Majeure.

“Targeted Attainment” shall mean the guaranteed performance percentages set forth in Sections IV and VI below.

III. Contractor Services. The Contractor will deliver to the County via the internet a published application of the Service Offerings licensed by the County. The Contractor will assume responsibility for the services listed below to the County in support of this Agreement whether directly provided by the Contractor, or provided by a Third Party Vendor of the Contractor.

- County Support. The Contractor shall provide the County urgent technical support 24/7/365. For County initiated support requests, the Contractor shall maintain a case management system with all metrics managed and monitored daily, weekly and monthly. The Contractor shall track all inquiries and the services shall be supported 24/7/365. Support requests shall generate a ticket and be responded to by the Contractor or their designee within the agreed upon timeframes.

Support Manager Contact Name: [REDACTED], **Phone Number:** [REDACTED] **Email:** [REDACTED]

Professional Services Manager Contact Name: [REDACTED], **Phone Number:** [REDACTED] **Email:** [REDACTED]

- Hosting Facility Service – The Contractor assumes all responsibility for the computing environment supporting the hosted applications; hardware, operating systems, connectivity and storage.
- Application Administration Services - Applications provided under this Agreement, will be the responsibility of the Contractor. The Contractor will own and manage the application, related databases, supporting computing hardware, and necessary operating systems.
- Application Recovery Services – The Contractor will provide the following Recovery Services (a) Hosting Infrastructure and environment recovery processes, (b) Application recovery processes, (c) Offsite data backup storage via media including rotation, retention, and periodic testing of data backups.
- Data/Information Security Services – The Contractor shall manage the Applications for the County at or above the same level of County security minimum requirements as established by the Agreement, including an Intrusion Detection System, monitored 24/7 for host based and network based components, and two factor authentication for all access to the processing environment.
- Data Storage and Retention – The Contractor shall securely erase backup media with tools that comply with the DoD 5220.22M standard.

- Problem Management/Customer Support Service - The Contractor shall provide problem management support for all application services covered by the Agreement. The County will direct problems encountered with the services provided in the Agreement to a Problem Management/Customer Support contact as identified by the Contractor. Problems will be assigned a severity level based on the following criteria:
- Notification to County - For all technical issues, outages or Downtime, Contractor will immediately communicate the problem to the following:

servicedesk@baltimorecountymd.gov
rstradling@baltimorecountymd.gov
pjplatt@baltimorecountymd.gov
roconnor@baltimorecountymd.gov
jhbrown@baltimorecountymd.gov
jconger@baltimorecountymd.gov

- The County may provide additional contacts to be notified in the event of Security Level issues as noted below.

Table 1: Problem Severity Levels/Response Times

Problem Severity Level	Description	Response Time	Targeted Resolution Time*
Severity Level 1	Mission Critical County business process(s) unable to function – The System is not functioning and there is no workaround that is acceptable to the County, thereby preventing a department or workgroup from performing a mission critical business function(s).	Within 60 minutes; Contractor Client Service Manager, or as soon as possible, using commercially reasonable efforts. (Updates every two hours will be provided to the County when the system is down.)	Less than 24 hours
Severity Level 2	Significant impact to Mission Critical County business process(s) – A major problem impedes the ability to perform mission critical business function(s) due to major functionality not working. A temporary workaround that is acceptable to the County is available.	Within 12 hours response, work commences within 4 hours	Less than 2 weeks
Severity Level 3	Not able to accomplish all functions - Minor function(s) not working causing non-critical work to back up.	One Day	Mutually agreed timeframe based on prioritization.

***Acknowledgement Time for all severity levels shall be 60 minutes**

* **“Resolution Time”** means the elapsed time between our acknowledgement of an issue until the problem in the Service Offerings has been resolved, which does not include time delays caused by you, your agency or by third parties outside of our reasonable control.

IV. **Service Availability** - The Service Availability of the Contractor’s applications is intended to be 24 hours a day, 7 days a week, 365 days a year. The Contractor guarantees the application will be available for login access for upload and retrieval of County data and responsive performance for 99.9% of the time each month subject to Scheduled Maintenance. If the system is down for more than 2 hours, it will be considered down for a day and the liquidated damages will apply. **The Contractor shall notify the County at least one (1) week before any planned maintenance affecting the customers’ or the County’s access to the system.** TASER will schedule routine maintenance on the fourth Wednesday of each month from 12:00 AM to 1:00 AM Eastern Standard Time. Maintenance periods may periodically result in Evidence.com services being unavailable to the County.

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 the Contractor, although Contractor will make reasonable efforts to provide notice.

After Hours Emergency Support. Evidence.com Help Desk are available at Help@EVIDENCE.com.

A. **County Responsibilities:** Whenever the County experiences Downtime, the County shall notify Support according to the procedures outlined in the Support Call Process set forth below. The County will receive a support incident number to track this outage.

B. **Contractor Responsibilities:**

1. The Contractor will make available to the County, on a quarterly basis, a report of Priority Level 1 incidents and attainment percentages.
2. When the Contractor’s Support team is notified by the County that a Downtime is occurring, the Contractor will work with the County immediately to identify the cause of the Downtime (including whether it may be the result of Force Majeure) and work until completion. The Contractor will also work with the County to resume normal operations expeditiously until the Downtime is resolved.
3. The Contractor will compare the Service Level Agreement to the Contractor’s own outage logs and support tickets to confirm that a Downtime for which the Contractor was responsible indeed occurred.
4. To the extent the Contractor has confirmed Downtime for which the Contractor is responsible, the Contractor will notify the County within 30 days and will promptly take remedial action.

C. **Backup:** County retains the rights to all County content and user data contained in the backups in accordance with the Contract. 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.

D. **Exclusions:** As long as the Contractor has followed the security measures outlined in the Contract, 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

the Contractor's reasonable control, including any force majeure event, terrorism, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside Contractor's control); (b) that result from any actions or inactions of the County or any third party; (c) that result from the County's communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from the County, or any other data issues related to the communication or data received from or through the County; (d) that result from County equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within the Contractor's control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from the Contractor's suspension and termination of the County's right to use the Service Offerings in accordance with the Contract.

V. Force Majeure

The County will not hold the Contractor responsible for meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, the Contractor will file with the County a signed request that said failure be excused. That writing must at least include the essential details and circumstances supporting the Contractor's request for relief pursuant to this Section. The County will not unreasonably withhold its acceptance of such a request.

VI. Included Services to the County:

The following service levels apply to ASP operations support. Application support calls are handled by the Contractor's Application support teams. All service levels are based on Table 1, above.

A. County Credits and Relief for Failure to Attain:

1. If Contractor fails to reach the attainment rates and affect the resolution of an incident within the response standards described herein, Contractor shall credit the County five percent (5%), up to a maximum of one hundred percent (100%) of that month's Monthly Total Subscription Fees for each twenty-four (24) hour period beyond the applicable response standard until Contractor affects the resolution of the incident.

2. These sums may be applied as a credit against payments due from the County to the Contractor in the billing cycle following the service interruption.

3. This remedy is in addition to all other rights and remedies of County, including but not limited to actual damages.

B. A request to restore deleted data during the Grace Period must be made through the Contractor Support Department and must be made only by the County's authorized personnel. All requests / issues should be logged by calling support and following the recorded instructions.

C. Measurements and Reporting: TASER will provide quarterly support logs to the County, to the same notification list as provided under Section III Contractor Services, within thirty (30) days of the last day of each quarter. The report will include the following:

- Unplanned down time of the system;
- List of all support requests submitted by the County for that quarter;
- The time and date each request was submitted;
- The status (open or closed) of each request, and, if closed, the time and date each request closed;

Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

D. Support Call Process.

Client staff can initiate a case as outlined for each priority incident in Table 1, above. Updates will also be promptly provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

E. Support Call Response for Escalated Issues:

After call is placed according to the procedures described in Support Call Response in the previous table, the County may make an additional call to Contractor's Support Manager [REDACTED] at
Phone number: [REDACTED], **Email:** [REDACTED]

ATTACHMENT 10

**BALTIMORE COUNTY, MARYLAND
PROCUREMENT AFFIDAVIT**

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the Chief Financial Officer and I am duly authorized to represent and bind TASER International, Inc. (the "Business") and that I possess the legal authority to make this Affidavit on behalf of myself and the Business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 6-225 of the Criminal Procedure Article of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the Business]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts arising out of the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1), (2), (3), or (4) above;

(6) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(7) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition

of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, and the status of any debarment]:

D. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its officers, directors, partners, members, affiliates, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceeding, the name(s) of the person(s) involved and their current positions and responsibilities with the Business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The Business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The Business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows: [you must indicate the reasons why the affirmations cannot be given without qualification]:

F. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the Business, nor any of its employees, have in any way:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise take any action to impact, restrain, or inhibit free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted;

(3) Colluded with anyone to obtain information concerning the bid that would give the Business an unfair

advantage over others.

H. AFFIRMATION REGARDING POLITICAL CONTRIBUTION DISCLOSURE

I FURTHER AFFIRM THAT:

The Contractor affirms that it is aware of, and will comply with, the provisions of Sections 14-101 through 14-108 of the Election Law Article of the Annotated Code of Maryland, which require that every person who makes, during any 12-month period, one or more contracts, with one or more Maryland governmental entities involving cumulative consideration, or at least \$100,000.00, shall file with the State Board of Elections certain specified information to include disclosure of attributable political contributions in excess of \$500 during defined reporting periods.

I. CERTIFICATION OF REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business was formed in the State of Delaware

(2) The Business is a *(please select one)*:

☒ Corporation

☐ Partnership

☐ Limited Liability Company

☐ Limited Liability Partnership

☐ Sole Proprietor

☐ Other: _____

(If sole proprietor #3 below does not apply, continue to #4.)

(3) Is this business registered with the Maryland State Department of Assessments and Taxation ("SDAT") in accordance with the Corporations and Associations Article of the Annotated Code of Maryland?

☒ Yes ☐ No

a. If yes, is the business in good standing in the State of Maryland, and has it filed all of its annual reports, together with filing fees? ☒ Yes ☐ No

b. Registered Agent as shown in SDAT:

Name: The Corporation Trust Incorporated

Address: 351 West Camden Street

Baltimore, MD 21201

c. If not, is the business in good standing in the formed in State of origination? ☐ Yes ☐ No

(4) Except as validly contested, has the -Business -paid, or -arranged for payment of, all taxes due the State of Maryland and Baltimore County, and -filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and -paid all withholding taxes due the State of Maryland prior to final settlement?

☒ Yes ☐ No

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The Business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Business, to solicit or secure the Contract, and that the Business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or other consideration contingent on the making of the Contract.

K. AFFIRMATION OF NONDISCRIMINATION IN EMPLOYMENT

I FURTHER AFFIRM THAT:

During the performance of any contract awarded pursuant to the solicitation of which this affidavit is a part:

(1) The Business will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test. The Business will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of genetic test. Such action shall include, but not be limited to the following: employment, promotion, upgrading, demotion or transfer, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Business agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner setting forth provisions of this nondiscrimination clause.

(2) The Business will, in all solicitations or advertisements for employees placed by or on behalf of the Business, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, marital status, sexual orientation, genetic information, or disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or because of the individual's refusal to submit to a genetic test or make available the results of a genetic test.

(3) The Business shall send to each labor union or representative of workers with which the Business has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the owner, advising the said labor union or workers' representative of these commitments, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Business shall furnish, if requested by the County, a compliance report concerning our employment practices and policies in order for the County to ascertain compliance with the special provisions of this affidavit concerning nondiscrimination in employment.

(5) In the event of the Business's noncompliance with the nondiscrimination clause of this affidavit, the contract may be canceled, terminated, or suspended in whole or in part, and the Business may be declared ineligible for further County work.

(6) The Business shall include the special provisions outlined herein pertaining to nondiscrimination in employment in every subcontract, so that such nondiscrimination in employment provisions shall be binding on each subcontractor or vendor.

L. FOREIGN CONTRACTS DISCLOSURES

I FURTHER AFFIRM THAT:

- (1) The Business affirms that it is aware of, and will comply with, the provisions of Sections 10-2-110 Article 10. Finance, Title 2 – Purchasing, Baltimore County Code 2003, as amended, which requires that prior to the award of a contract for services under the provisions of this title, and during the entire term of a contract award, the bidder or vendor shall disclose to the County whether any services covered by the bid or contract, including any subcontracted services, will be performed outside the United States.
- (2) The Business affirms that it is aware of, and will comply with, the provisions of Section 12-111 of the Maryland State Finance Procurement Article, which requires bidders to make certain disclosures relating to subcontractors or services, regarding plans at the time the bid is submitted, to perform any services with an estimated value of \$2 million or more under the contract outside the United States. This provision

applies to: (1) construction-related services; (2) architectural services; (3) engineering services; or (4) energy performance contract services. The provision requires bidders to disclose:

- a. Whether the Business or any contractor that the Business will subcontract with to perform the contract has plans, at the time the bid is submitted, to perform any services required under the contract outside the United States; and
 - b. If the services under the contract are anticipated to be performed outside the United States;
 - c. Where the services will be performed; and
 - d. The reasons why it is necessary or advantageous to perform the services outside the United States.
- (3) Indicate below whether or not the Business has information to disclose. (***You must check one of these***)
- ☒ The Business has no plans, at the time the bid is submitted, to perform any services under the contract outside the United States.
- ☐ The Business has plans, at the time the bid is submitted, to perform services under the contract outside the United States.
- i. The services will be performed in the following location:
 - ii. It is necessary or advantageous to perform the services outside the United States for the following reason(s): _____

M. AFFIRMATION REGARDING INVESTMENT ACTIVITIES IN IRAN

I FURTHER AFFIRM THAT:

At the time the bid/proposal is submitted, or if the contract is renewed, the Business:

- i. Is not identified on the list created by the Maryland State Board of Public Works as a person, Business or entity engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article ; or
- ii. Is not engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the Business is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Business' investment activities in Iran.

N. ACKNOWLEDGMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the County and may be distributed to units of (1) Baltimore County; (2) the State of Maryland; (3) other counties or political subdivisions of the State of Maryland; (4) other states; and (5) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of Baltimore County, or the State of Maryland or any unit of the State of Maryland having jurisdiction, the exercise of any right or remedy at Law or in equity with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the Business with respect to (a) this Affidavit, (b) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, AFTER DILIGENT INQUIRY.

Date: 12/17/15

By: 
Dan Behrendt
Chief Financial Officer
(Authorized Representative and Affiant)

ATTACHMENT 11

Insurance Provisions

1. GENERAL REQUIREMENTS

1.1 Coverages Required:

Unless otherwise required by the specifications or the contract, the Contractor/Vendor shall purchase and maintain the insurance coverages listed herein.

Insurance Companies must be acceptable to Baltimore County and have an A.M. Best Rating of A-, Class X or better.

1.2 Verification of Insurance:

Before starting work on the contract or prior to the execution of the Contract on those MA, the Contractor/Vendor shall provide Baltimore County, Maryland with verification of insurance coverage evidencing the required coverages.

1.3 Baltimore County as Additional Insured:

Commercial General Liability shall name County as an additional insured.

1.4 Contractor's/Vendor's Responsibility:

The providing of any insurance herein does not relieve the Contractor/Vendor of any of the responsibilities or obligations the Contractor/Vendor has assumed in the contract or for which the Contractor/Vendor may be liable by law or otherwise.

1.5 Failure to Provide Insurance:

Failure to provide and continue in force the required insurance shall be deemed a material breach of the contract.

2. INSURANCE COVERAGES

2.1 General Liability Insurance

2.1.1 Minimum Limits of Coverage:

Personal Injury Liability and Property Damage Liability Combined Single Limit - \$500,000 each occurrence

2.1.2 Such insurance shall protect the Contractor/Vendor from claims which may arise out of, or result from, the Contractor's/Vendor's operations under the contract, whether such operations be by the Contractor/Vendor, any subcontractor, anyone directly or indirectly employed by the Contractor/Vendor or Subcontractor, or anyone for whose acts any of the above may be liable.

2.1.3 Minimum Coverages to be Included:

- (a) Independent Contractor's coverage;
- (b) Completed Operations and Products Liability coverage; and
- (c) Contractual Liability coverage.

2.1.4 Damages not to be Excluded:

Such insurance shall contain no exclusions applying to operations by the Contractor/Vendor or any Subcontractor in the performance of the Contract including but not limited to: (a) Collapse of, or structural injury to, any building or structure; (b) Damage to underground property; or (c) Damage arising out of blasting or explosion.

2.2 Automobile Liability Insurance

2.2.1 Minimum Limits of Coverage:

Bodily Injury Liability and Property Damage Liability
Combined Single Limit - \$500,000 any one accident

2.2.2 Minimum Coverages to be Included:

Such insurance shall provide coverage for all owned, non-owned and hired automobiles.

2.3 Workers' Compensation and Employers' Liability Insurance

Such insurance must contain statutory coverage, including:
Employers' Liability insurance with limits of at least:

Bodily Injury by Accident - \$500,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$500,000 each employee

2.4 Other

Such other insurance in form and amount as may be customary for the type of business being undertaken by the Contractor/Vendor.

2.5 Contractor/Vendor shall provide proof of Cyber Insurance in an amount acceptable to the County of a minimum of \$5,000,000, and shall name the County as an additional insured.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Hartford Casualty Insurance Co	29424
	INSURER B: Twin City Fire Insurance Company	29459
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES

CERTIFICATE NUMBER: 570060472561

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			59 UUN UL7844	09/11/2015	09/11/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	59WEPE1196	09/11/2015	09/11/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

Certificate No : 570060472561

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Baltimore County Maryland, its elected and appointed officials, officers, consultants, agents and employees are included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy.

CERTIFICATE HOLDER

CANCELLATION

Baltimore County, Maryland 400 Washington Ave., Room 148 Towson MD 21204 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Colony Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

Holder Identifier :

COVERAGES**CERTIFICATE NUMBER:** 570060472693**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O-Technology			E0407121 Cyber & Professional E&O	09/18/2015	09/18/2016	Per Claim Aggregate Deductible \$5,000,000 \$5,000,000 \$50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Baltimore County Maryland, its elected and appointed officials, officers, consultants, agents and employees are included as Additional Insured in accordance with the policy provisions of the Cyber & Professional E&O policy.

CERTIFICATE HOLDER**CANCELLATION**

Baltimore County, Maryland 400 Washington Ave., Room 148 Towson MD 21204 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West, Inc.</i>

Certificate No : 570060472693

ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Taser International, Inc.
POLICY NUMBER See Certificate Number: 570060472693		
CARRIER See Certificate Number: 570060472693	NAIC CODE	
		EFFECTIVE DATE:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

[illegible]



CERTIFICATE OF LIABILITY INSURANCE

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PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	CONTACT NAME: PHONE (A/C, No, Ext): (866) 283-7122 FAX (A/C, No.): 800-363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	NAIC # 19437	

COVERAGES

CERTIFICATE NUMBER: 570059772132

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Claims Made Policy for ECD Tasers Only <input checked="" type="checkbox"/> Occurrence Policy for Non-ECD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:			028182385 GL - Claims Made SIR applies per policy terms & conditions 021391643 GL - Occurrence SIR applies per policy terms & conditions	12/15/2014	12/15/2015	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Excluded MED EXP (Any one person) Excluded PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	<input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NOTE: Claims Made Policy and Occurrence Policy Share \$10,000,000 Limit

Baltimore County Maryland, its elected and appointed officials, officers, consultants, agents and employees are included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy.

CERTIFICATE HOLDER**CANCELLATION**

Baltimore County, Maryland 400 Washington Ave., Room 148 Towson MD 21204 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>

Holder Identifier :

Certificate No : 570059772132

ATTACHMENT 12

Final Acceptance Notice

Date: _____

Contractor Product or Service: Software Products

As of the date shown above the Contractor acknowledges and agrees that all Deliverables, Products, Services and any and all other items required for Final Acceptance of the above named Software Product by the County are complete and delivered to the County.

As of the date of signature, the County acknowledges and agrees that all Deliverables, Products and Services, and any and all other required items required for Final Acceptance of the above named Software Product have been received and/or completed.

Two (2) originals of the fully executed notice of Final Acceptance shall be promptly forwarded by OIT to the Buyer. The Buyer shall retain one fully executed notice of Final Acceptance and shall promptly forward the other fully executed original notice of Final Acceptance to the Contractor.

The date of Final Acceptance is _____.

Signature for the Contractor

Signature of Director of Using Agency

Title

Title

Date

Date

Robert Stradling, Director
Baltimore County Office of Information Technology

Date