



Remit Payment to:
TASER International
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph (480) 991-0797
Fax: (480) 991-0791
sales@taser.com
www.taser.com

BILL TO:
CITY OF ESCONDIDO
ACCOUNTS PAYABLE
201 N. BROADWAY
ESCONDIDO, CA 92025
USA

RECEIVED
OCT 26 2015
ACCOUNTS PAYABLE

Invoice

Invoice No SI1416172
Invoice date 10/21/2015
Page 1 of 1
Sales order SO150197282
Purchase order ESC-0000035704-1
Your ref CONTRACT# 00005879
Payment Net 30
Invoice account 106771
RMA number
Mode of delivery Customer Pickup
Terms of delivery FOB Scottsdale

SHIP TO:

ESCONDIDO POLICE & FIRE HQTRS
1163 N. CENTRE CITY PARKWAY
ESCONDIDO, CA 92026
USA

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
85035		EVIDENCE.COM STORAGE	12,060.00	12,060.00	0.00	1.50	18,090.00
87201		BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	125.00	125.00	0.00	180.00	22,500.00
85110		EVIDENCE.COM INCLUDED STORAGE	625.00	625.00	0.00	0.00	0.00
85110		EVIDENCE.COM INCLUDED STORAGE	60.00	60.00	0.00	0.00	0.00
89201		PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	4.00	4.00	0.00	468.00	1,872.00

PLEASE REFERENCE PO# ESC-0000035704-1 ON ALL PAPERWORK.

RECEIPT ID 34531
RECEIVED IN PS

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 11/20/2015

Sales Amount	42,462.00
Misc./Handling	0.00
Shipping Freight & Handling	0.00
Sales tax	0.00
Total	42,462.00
Amount received	0.00
BALANCE DUE	42,462.00
	USD

**Remit Payment to:**

TASER International
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: (480) 991-0797
Fax: (480) 991-0791
sales@taser.com
www.taser.com

Invoice No SI1413679
Invoice date 9/28/2015
Page 1 of 1
Sales order SO150193778
Purchase order
Your ref Bill my department
Payment Net 30
Invoice account 106771
RMA number RMA 211353
Mode of delivery Fedex - Ground
Terms of delivery FOB Scottsdale

BILL TO:

ESCONDIDO POLICE DEPT. - CA
1163 NORTH CENTRE CITY PARKWAY
ESCONDIDO, CA 92026

SHIP TO:

ESCONDIDO POLICE DEPT. - CA
1163 NORTH CENTRE CITY PARKWAY
ESCONDIDO, CA 92026

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
11002		HANDLE, BLACK, CLASS III, X26P	1.00	1.00	0.00	899.95	899.95
T00602	A	TLA, AUDIO BATTERY PACK, MANHATTAN/BUCKEYE	1.00	1.00	0.00	0.00	0.00

APPROVED FOR PAYMENT
BY: ESCONDIDO POLICE DEPT.
LISA RODELO *[Signature]*
ACCT 5105-201-500-30021

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions

Payment due	10/28/2015	Sales Amount	899.95
		Misc./Handling	0.00
		Shipping Freight & Handling	0.00
		Sales tax	72.00
		Total	971.95
		Amount received	0.00
		BALANCE DUE	971.95
			USD

Purchase Order

City of Escondido

City Hall
Purchasing Department
201 N Broadway
Escondido CA 92025-2798

Supplier: 0000018107
Taser International
Dan Hilderman
17800 N 85th St
Scottsdale AZ 85255

CHANGE ORDER		Dispatch via Print		
Purchase Order	Date	Revision	Page	
ESC-0000035704-1	10/19/2015	1	10/19/2015	1
Payment Terms	Freight Terms		Ship Via	
30 days	Origination		UPS REG	
Buyer	Phone		Currency	
Vicki A. Capozza	760/839-4867		USD	

Ship To: City of Escondido
Police & Fire Headquarters
1163 N Centre City Pkwy
Escondido CA 92026

Bill To: City of Escondido
Accounts Payable
201 N Broadway
Escondido CA 92025

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Item #85035 Evidence.com storage, Software, not taxable; electronic receipt. Included at no charge are 60 - Evidence.com storage, item #85110 and 600 - Evidence.com storage, item #85110.	12,060.00	EA	1.50	18,090.00	10/13/2015
				Item Total	<u>18,090.00</u>	
2- 1	Item #89201 Professional Evidence.com License: Year 2 Payment, Software, not taxable; electronic receipt.	4.00	EA	468.00	1,872.00	10/13/2015
				Item Total	<u>1,872.00</u>	
3- 1	Item #85110 Evidence.com included storage.	60.00	EA	0.00	0.00	CANCEL
				Item Total	<u>0.00</u>	
4- 1	Item #87201 Basic Evidence.com License: year 2 payment, Software, not taxable; electronic receipt.	125.00	EA	180.00	22,500.00	10/13/2015
				Item Total	<u>22,500.00</u>	
5- 1	Item #85110 Evidence.com included storage.	625.00	EA	0.00	0.00	CANCEL
				Item Total	<u>0.00</u>	

Confirming PO: Do Not Duplicate

Prices, terms and conditions verified, reference attached quote Q-15611-6 dated September 22, 2015.

Service to begin 7/1/15 thru 6/30/17.

Warranty coverage: Taser's warranty provisions, warranty exclusions, release and any limitations of liability at www.TASER.com are also applicable to the City's purchase.

Product Warnings: Refer to www.TASER.com for the most current product warnings.

Taser's Master Service Agreement and Sales Terms and Conditions which are attached to this purchase order are an integral part of this order.

Ship to Craig Miller's attention.

All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

All shipments, shipping papers, invoices, and correspondence must be identified with our purchase order number. Overshipments will not be accepted unless authorized by buyer prior to shipment.

Authorized Signature

Purchase Order

City of Escondido

City Hall
Purchasing Department
201 N Broadway
Escondido CA 92025-2798

Supplier: 0000018107
Taser International
Dan Hilderman
17800 N 85th St
Scottsdale AZ 85255

CHANGE ORDER		Dispatch via Print	
Purchase Order	Date	Revision	Page
ESC-0000035704-1	10/19/2015	1	10/19/2015
Payment Terms	Freight Terms		Ship Via
30 days	Origination		UPS REG
Buyer	Phone		Currency
Vicki A. Capozza	760/839-4867		USD

Ship To: City of Escondido
Police & Fire Headquarters
1163 N Centre City Pkwy
Escondido CA 92026

Bill To: City of Escondido
Accounts Payable
201 N Broadway
Escondido CA 92025

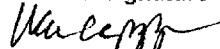
Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date

The attached Purchase Order Terms and Conditions shall become an integral part of this order. Upon delivery of the items authorized by this purchase order, seller agrees to these terms and conditions.

Total PO Amount

All shipments, shipping papers, invoices, and correspondence must be identified with our purchase order number. Overshipments will not be accepted unless authorized by buyer prior to shipment.

Authorized Signature



P.O. #35704

TASER International

Protect Life. Protect Truth.

17800 N 85th St
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 991-0791



TASER

Craig Miller

cmiller@escondido.org

Quotation

Quote: Q-15611-6

Date: 9/22/2015 10:28 AM

Quote Expiration: 10/15/2015

Effective Date*: 7/15/2015

Contract Number:

Contract Expiration Date:

Ship To:
Craig Miller
Escondido Police Dept. - CA
1163 North Centre City Parkway
Escondido, CA 92026
US

BILL To:
Escondido Police Dept. - CA
1163 North Centre City Parkway
Escondido, CA 92026
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		dhilderman@taser.com	Fedex - Ground	Net 30

*These subscriptions have been promoted for the duration of the existing contract and will be up for renewal at the expiration date listed above.

Year 2 - Due Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
12,060	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,090.00
4	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 1,872.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
125	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 22,500.00
625	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Year 2 - Due Net 30 Tax Amount:				USD 0.00
Year 2 - Due Net 30 Net Amount Due Including Taxes:				USD 42,462.00

Year 3 - Due July 2016

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
12,060	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,090.00
4	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 1,872.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
125	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 22,500.00

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
625	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
		Year 3 - Due July 2016 Tax Amount:		USD 0.00
		Year 3 - Due July 2016 Net Amount Due Including Taxes:		USD 42,462.00

Year 4 - Due July 2017

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
12,060	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,090.00
4	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 1,872.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
125	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 22,500.00
625	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
		Year 4 - Due July 2017 Tax Amount:		USD 0.00
		Year 4 - Due July 2017 Net Amount Due Including Taxes:		USD 42,462.00

Year 5 - Due July 2018

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
12,060	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,090.00
4	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 1,872.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
125	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 22,500.00
625	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
		Year 5 - Due July 2018 Tax Amount:		USD 0.00
		Year 5 - Due July 2018 Net Amount Due Including Taxes:		USD 42,462.00

Subtotal	USD 169,848.00
Estimated Shipping & Handling Cost	USD 12.96
Grand Total	USD 169,860.96

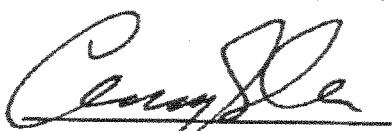
Complimentary Evidence.com Tier Upgrade Through 9/30/2015

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 30, 2015. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In October 2015 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/servicessurement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:


Craig Carter

Date:

9/30/15

Name (Print):

Craig Carter

Title:

Chief of Police

PO# (If needed):

TBD

Please sign and email to Dan Hilderman at dhilderman@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S. © 2013 TASER International, Inc. All rights reserved.

Escondido Police Department



18770

P.O. # 35704

REQUISITION REQUEST

Vendor: Taser International

Account #: 5131-001-500-30021

Description: Evidence.com Storage Fees (FY 2015-16)

Subject Matter Expert: Sgt. Miller

Date Submitted: 09/29/15

Buyer's Notes: N/A

#18374

P.O. #35087

TASER International

Protect Life

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 991-0791



TASER

Craig Miller

cmiller@escondido.org

Quotation

Quote: Q-18459-2

Date: 1/27/2015 11:06 AM

Quote Expiration: 3/1/2014

Effective Date*: 3/1/2015

Contract Number: 00002664

Expiration Date: 7/14/2015

Ship To:

Craig Miller
Escondido Police Dept. - CA
1163 North Centre City Parkway
Escondido, CA 92026
US

BILL To:

Escondido Police Dept. - CA
1163 North Centre City Parkway
Escondido, CA 92026
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		dhilderman@laser.com	Fedex - Ground	Net 30

*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above

Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISC (\$)	NET TOTAL
7	73002	CAMERA SYSTEM, AXON BODY	USD 399.00	USD 2,793.00	USD 0.00	USD 2,793.00
7	73077	HOLSTER, BELT CLIPS, AXONBODY	USD 29.95	USD 209.65	USD 0.00	USD 209.65
						Hardware Total: USD 3,002.65
						Hardware Net Price: USD 3,002.65

Enterprise Software

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISC (\$)	NET TOTAL
7	87001	BASIC EVIDENCE.COM LICENSE 1 YEAR	USD 60.00	USD 420.00	USD 0.00	USD 420.00
35	85101	INCLUDED STORAGE, 5 GBS PER BASIC LICENSE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
						Enterprise Software Total: USD 420.00
						Enterprise Software Net Price: USD 420.00

Subtotal	USD 1,422.65
Estimated Shipping & Handling Cost	USD 42.04
Estimated Tax	USD 240.23
Grand Total	USD 3,704.92

Complimentary Evidence.com Tier Upgrade Through 9/30/2015

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 30, 2015. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In October 2015 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

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Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Dan Hilderman at dhilderman@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
© 2010 TASER International, Inc. All rights reserved.

P.O. # 35087



Remit Payment to:
TASER International
 PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
 PH: (480) 991-0797
 FAX: (480) 991-0791
SALES@TASER.COM
WWW.TASER.COM

Invoice

Invoice No SI1389816
 Invoice date 2/16/2015
 Page 1 of 1
 Sales order SO150007301
 Purchase order ESC-0000035087
 Your ref. CONTRACT #00002E
 Our ref. Admin
 Payment Net 30
 Invoice account 106771
 RMA number
 Mode of delivery Fedex - Ground
 Terms of delivery FOB Destination

BILL TO:
CITY OF ESCONDIDO
 ATTN: ACCOUNTS PAYABLE
 201 N BROADWAY
 ESCONDIDO, CA 92025

SHIP TO:
ESCONDIDO POLICE & FIRE HQQTRS
 1163 N CENTRE CITY PKWY
 ESCONDIDO, CA 92026

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
73002	-	CAMERA SYSTEM, AXON BODY	7	7	0	399.00	2,793.00
73077	X4	HOLSTER, BELT CLIPS, AXONBODY	7	7	0	29.95	209.65
87001		BASIC EVIDENCE.COM LICENSE: 1 YEAR	7	7	0	60.00	420.00
85101		INCLUDED STORAGE, 5 GBS PER BASIC LICENSE	35	35	0		0.00

PLEASE INCLUDE PO #ESC-0000035087 ON ALL INVOICES, PACKAGES, CORRESPONDENCE

5

MAR 16 2015

RECAPT-D 33521

PW 35087

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions

Payment due 3/16/2015

Sales Amount	3,422.65
Misc./Handling	0.00
Shipping Freight & Handling	42.04
Sales Tax	240.23
Total	3,704.92
Amount Received	0.00
BALANCE DUE	3,704.92
	US

P.O. #34601



Remit Payment to:
 TASER International
 PO BOX 29661-2018
 PHOENIX, AZ 85038-9661
 PH: (480) 991-0797
 FAX: (480) 991-0791
 SALES@TASER.COM
 WWW.TASER.COM

Invoice

Invoice No: SI1363116
 Invoice date: 6/25/2014
 Page: 1 of 1
 Sales order: SO140023020
 Purchase order: ESC-0000034601
 Your ref.: CONTRACT #000026
 Our ref.: Admin
 Payment: Net 30
 Invoice account: 106771
 RMA number:
 Mode of delivery: Fedex - Ground
 Terms of delivery: FOB Destination

BILL TO:
 CITY OF ESCONDIDO
 ATTN: ACCOUNTS PAYABLE
 201 N BROADWAY
 ESCONDIDO, CA 92025

SHIP TO:
 CITY OF ESCONDIDO POLICE & FIRE
 HEADQUARTERS
 ATTN: CRAIG MILLER
 1163 N CENTRE CITY PKWY
 ESCONDIDO, CA 92026

Item number	Revision	Description	Ordered	Shipped	Backordered	Unit price	Amount
70026	X3	EVIDENCE.COM DOCK, SIX CAMERA BAYS +HUB	6	6	0	908.00	5,448.00
89101		PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	4	4	0	389.14	1,556.56
87101		BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	120	120	0	119.40	14,328.00
85035		EVIDENCE.COM STORAGE	12,060	12,060	0	1.00	12,060.00
85035		EVIDENCE.COM STORAGE	60	60	0	0.00	0.00
85035		EVIDENCE.COM STORAGE	600	600	0	0.00	0.00
73030		CAMERA SYSTEM, AXON FLEX	4	4	0	499.95	1,999.80
73033		AXON FLEX KIT 2 YEAR EXTENDED WARRANTY	4	4	0	0.00	0.00
73002		CAMERA SYSTEM, AXON BODY	201	201	0	291.41	58,573.41
73074		BODY CAM 2 YEAR EXTENDED WARRANTY	201	201	0	0.00	0.00

PLEASE INCLUDE PO #ESC-0000034601 ON ALL INVOICES, PACKAGES, SHIPMENTS, SHIPPING PAPERS, CORRESPONDENCE

RECEIVED
 JUN 30 2014
 REC 32420
 DATED TO PAY
 ACCOUNTS PAYABLE

Please see <http://www.taser.com/sales-terms-and-conditions> for all sales terms and conditions.

Payment due 7/25/2014

Sales Amount	93,965.77
Misc./Handling	0.00
Shipping, Freight & Handling	726.24
Sales Tax	6,427.94
Total	101,119.95
Amount Received	0.00
BALANCE DUE	101,119.95 US



TASER International
17800 N 85TH STREET
SCOTTSDALE, AZ 85265
PH: (480) 991-0797
FAX: (480) 991-0791
SALES@TASER.COM
WWW.TASER.COM

Packing slip

Packing slip PKG 604697
Ship date 6/25/2014
Page 1 of 9
Sales order SO140023020
Customer account 106771
Purchase order ESC-0000034601
Your ref. CONTRACT #00002664
Sales rep. Admin
Ship Via FedEx - 3 Day Express
Terms of delivery FOB Destination (No
RMA number)

BILL TO:
CITY OF ESCONDIDO
ATTN: ACCOUNTS PAYABLE
201 N BROADWAY
ESCONDIDO, CA 92025

SHIP TO:
CITY OF ESCONDIDO POLICE & FIRE
HEADQUARTERS
ATTN: CRAIG MILLER
1163 N CENTRE CITY PKWY
ESCONDIDO, CA 92025

Item number	Revision	Description	Qty Ordered	UOM	Qty Shipped
70026	X3	EVIDENCE.COM, DOCK, SIX CAMERA BAYS +HUB	6.00	EA	6.00
89101		PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	4.00	EA	4.00
67101		BASIC EVIDENCE COM LICENSE: YEAR 1 PAYMENT	120.00	EA	120.00
85035		EVIDENCE.COM STORAGE	12,060.00	EA	12,060.00
85035		EVIDENCE.COM STORAGE	60.00	EA	60.00
85035		EVIDENCE.COM STORAGE	600.00	EA	600.00
73030		CAMERA SYSTEM, AXON FLEX	4.00	EA	4.00
73033		AXON FLEX KIT 2 YEAR EXTENDED WARRANTY	4.00	EA	4.00
73002		CAMERA SYSTEM, AXON BODY	201.00	EA	201.00
73074		BODY CAM 2 YEAR EXTENDED WARRANTY	201.00	EA	201.00

PLEASE INCLUDE PO #ESC-0000034601 ON ALL INVOICES, PACKAGES, SHIPMENTS, SHIPPING PAPERS, CORRESPONDENCE

Please notify TASER International within 10 days from receipt of shipment regarding any shipping discrepancies.

Warranty Expirations

Item number	Serial number	Component Item	Component name	Component Serial	Expiration date
73002	X78018568	73002	CAMERA SYSTEM, AXON BODY	X78018568	8/6/2017
73002	X78019374	73002	CAMERA SYSTEM, AXON BODY	X78019374	8/6/2017
73002	X78020683	73002	CAMERA SYSTEM, AXON BODY	X78020683	8/6/2017
73002	X78026562	73002	CAMERA SYSTEM, AXON BODY	X78026562	8/6/2017
73002	X78026962	73002	CAMERA SYSTEM, AXON BODY	X78026962	8/6/2017
73002	X78027181	73002	CAMERA SYSTEM, AXON BODY	X78027181	8/6/2017
73002	X78027405	73002	CAMERA SYSTEM, AXON BODY	X78027405	8/6/2017
73002	X78027486	73002	CAMERA SYSTEM, AXON BODY	X78027486	8/6/2017
73002	X78027597	73002	CAMERA SYSTEM, AXON BODY	X78027597	8/6/2017
73002	X78027636	73002	CAMERA SYSTEM, AXON BODY	X78027636	8/6/2017
73002	X78027771	73002	CAMERA SYSTEM, AXON BODY	X78027771	8/6/2017
73002	X78027788	73002	CAMERA SYSTEM, AXON BODY	X78027788	8/6/2017
73002	X78027817	73002	CAMERA SYSTEM, AXON BODY	X78027817	8/6/2017
73002	X78027925	73002	CAMERA SYSTEM, AXON BODY	X78027925	8/6/2017

TOTAL QUANTITY ORDERED

13,260.00

TOTAL QUANTITY SHIPPED

13,260.00

A1



TASER International
17800 N 85TH STREET
SCOTTSDALE, AZ 85255
PH: (480) 991-0797
FAX: (480) 991-0791
SALES@TASER.COM
WWW.TASER.COM

Packing slip

Packing slip PKG 604697
Ship date 6/25/2014
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Sales order SO140023020
Customer account 106771
Purchase order ESC-0000034601
Your ref. CONTRACT #00002664
Sales rep. Admin
Ship Via Fedex - 3 Day Express
Terms of delivery FOB Destination (No

Item number	Serial number	Component Item	Component name	RM Component Serial	Expiration date
73002	X78027972	73002	CAMERA SYSTEM, AXON BODY	X78027972	8/6/2017
73002	X78028186	73002	CAMERA SYSTEM, AXON BODY	X78028186	8/6/2017
73002	X78028199	73002	CAMERA SYSTEM, AXON BODY	X78028199	8/6/2017
73002	X78028208	73002	CAMERA SYSTEM, AXON BODY	X78028208	8/6/2017
73002	X78028359	73002	CAMERA SYSTEM, AXON BODY	X78028359	8/6/2017
73002	X78028374	73002	CAMERA SYSTEM, AXON BODY	X78028374	8/6/2017
73002	X78028380	73002	CAMERA SYSTEM, AXON BODY	X78028380	8/6/2017
73002	X78028392	73002	CAMERA SYSTEM, AXON BODY	X78028392	8/6/2017
73002	X78028433	73002	CAMERA SYSTEM, AXON BODY	X78028433	8/6/2017
73002	X78028643	73002	CAMERA SYSTEM, AXON BODY	X78028643	8/6/2017
73002	X78028771	73002	CAMERA SYSTEM, AXON BODY	X78028771	8/6/2017
73002	X78028777	73002	CAMERA SYSTEM, AXON BODY	X78028777	8/6/2017
73002	X78028874	73002	CAMERA SYSTEM, AXON BODY	X78028874	8/6/2017
73002	X78028940	73002	CAMERA SYSTEM, AXON BODY	X78028940	8/6/2017
73002	X78028941	73002	CAMERA SYSTEM, AXON BODY	X78028941	8/6/2017
73002	X78028997	73002	CAMERA SYSTEM, AXON BODY	X78028997	8/6/2017
73002	X78029101	73002	CAMERA SYSTEM, AXON BODY	X78029101	8/6/2017
73002	X78029200	73002	CAMERA SYSTEM, AXON BODY	X78029200	8/6/2017
73002	X78029204	73002	CAMERA SYSTEM, AXON BODY	X78029204	8/6/2017
73002	X78029213	73002	CAMERA SYSTEM, AXON BODY	X78029213	8/6/2017
73002	X78029268	73002	CAMERA SYSTEM, AXON BODY	X78029268	8/6/2017
73002	X78029355	73002	CAMERA SYSTEM, AXON BODY	X78029355	8/6/2017
73002	X78029372	73002	CAMERA SYSTEM, AXON BODY	X78029372	8/6/2017
73002	X78029414	73002	CAMERA SYSTEM, AXON BODY	X78029414	8/6/2017
73002	X78029474	73002	CAMERA SYSTEM, AXON BODY	X78029474	8/6/2017
73002	X78029480	73002	CAMERA SYSTEM, AXON BODY	X78029480	8/6/2017
73002	X78029487	73002	CAMERA SYSTEM, AXON BODY	X78029487	8/6/2017
73002	X78029510	73002	CAMERA SYSTEM, AXON BODY	X78029510	8/6/2017
73002	X78029519	73002	CAMERA SYSTEM, AXON BODY	X78029519	8/6/2017
73002	X78029540	73002	CAMERA SYSTEM, AXON BODY	X78029540	8/6/2017
73002	X78029546	73002	CAMERA SYSTEM, AXON BODY	X78029546	8/6/2017
73002	X78029554	73002	CAMERA SYSTEM, AXON BODY	X78029554	8/6/2017
73002	X78029562	73002	CAMERA SYSTEM, AXON BODY	X78029562	8/6/2017
73002	X78029614	73002	CAMERA SYSTEM, AXON BODY	X78029614	8/6/2017
73002	X78029626	73002	CAMERA SYSTEM, AXON BODY	X78029626	8/6/2017
73002	X78029642	73002	CAMERA SYSTEM, AXON BODY	X78029642	8/6/2017
73002	X78029644	73002	CAMERA SYSTEM, AXON BODY	X78029644	8/6/2017
73002	X78029662	73002	CAMERA SYSTEM, AXON BODY	X78029662	8/6/2017
73002	X78029690	73002	CAMERA SYSTEM, AXON BODY	X78029690	8/6/2017
73002	X78029694	73002	CAMERA SYSTEM, AXON BODY	X78029694	8/6/2017
73002	X78029717	73002	CAMERA SYSTEM, AXON BODY	X78029717	8/6/2017
73002	X78029729	73002	CAMERA SYSTEM, AXON BODY	X78029729	8/6/2017
73002	X78029744	73002	CAMERA SYSTEM, AXON BODY	X78029744	8/6/2017
73002	X78029764	73002	CAMERA SYSTEM, AXON BODY	X78029764	8/6/2017
73002	X78029802	73002	CAMERA SYSTEM, AXON BODY	X78029802	8/6/2017
73002	X78029836	73002	CAMERA SYSTEM, AXON BODY	X78029836	8/6/2017
73002	X78029850	73002	CAMERA SYSTEM, AXON BODY	X78029850	8/6/2017
73002	X78029855	73002	CAMERA SYSTEM, AXON BODY	X78029855	8/6/2017
73002	X78029857	73002	CAMERA SYSTEM, AXON BODY	X78029857	8/6/2017
73002	X78029880	73002	CAMERA SYSTEM, AXON BODY	X78029880	8/6/2017



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Packing slip

Packing slip PKG 604697
Ship date 6/25/2014
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Sales order SO140023020
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Your ref. CONTRACT #00002664
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Item number	Serial number	Component Item	Component name	Component Serial	Expiration date
73002	X78030914	73002	CAMERA SYSTEM, AXON BODY	X78030914	8/6/2017
73002	X78030922	73002	CAMERA SYSTEM, AXON BODY	X78030922	8/6/2017
73002	X78030927	73002	CAMERA SYSTEM, AXON BODY	X78030927	8/6/2017
73002	X78030969	73002	CAMERA SYSTEM, AXON BODY	X78030969	8/6/2017
73002	X78030973	73002	CAMERA SYSTEM, AXON BODY	X78030973	8/6/2017
73002	X78031019	73002	CAMERA SYSTEM, AXON BODY	X78031019	8/6/2017
73002	X78031020	73002	CAMERA SYSTEM, AXON BODY	X78031020	8/6/2017
73002	X78031026	73002	CAMERA SYSTEM, AXON BODY	X78031026	8/6/2017
73002	X78031039	73002	CAMERA SYSTEM, AXON BODY	X78031039	8/6/2017
73002	X78031041	73002	CAMERA SYSTEM, AXON BODY	X78031041	8/6/2017
73002	X78031043	73002	CAMERA SYSTEM, AXON BODY	X78031043	8/6/2017
73002	X78031054	73002	CAMERA SYSTEM, AXON BODY	X78031054	8/6/2017
73002	X78031066	73002	CAMERA SYSTEM, AXON BODY	X78031066	8/6/2017
73002	X78031084	73002	CAMERA SYSTEM, AXON BODY	X78031084	8/6/2017
73002	X78031086	73002	CAMERA SYSTEM, AXON BODY	X78031086	8/6/2017
73002	X78031102	73002	CAMERA SYSTEM, AXON BODY	X78031102	8/6/2017
73002	X78031104	73002	CAMERA SYSTEM, AXON BODY	X78031104	8/6/2017
73002	X78031105	73002	CAMERA SYSTEM, AXON BODY	X78031105	8/6/2017
73002	X78031111	73002	CAMERA SYSTEM, AXON BODY	X78031111	8/6/2017
73002	X78031116	73002	CAMERA SYSTEM, AXON BODY	X78031116	8/6/2017
73002	X78031132	73002	CAMERA SYSTEM, AXON BODY	X78031132	8/6/2017
73002	X78031134	73002	CAMERA SYSTEM, AXON BODY	X78031134	8/6/2017
73002	X78031136	73002	CAMERA SYSTEM, AXON BODY	X78031136	8/6/2017
73002	X78031137	73002	CAMERA SYSTEM, AXON BODY	X78031137	8/6/2017
73002	X78031141	73002	CAMERA SYSTEM, AXON BODY	X78031141	8/6/2017
73002	X78031149	73002	CAMERA SYSTEM, AXON BODY	X78031149	8/6/2017
73002	X78031157	73002	CAMERA SYSTEM, AXON BODY	X78031157	8/6/2017
73002	X78031160	73002	CAMERA SYSTEM, AXON BODY	X78031160	8/6/2017
73002	X78031166	73002	CAMERA SYSTEM, AXON BODY	X78031166	8/6/2017
73002	X78031175	73002	CAMERA SYSTEM, AXON BODY	X78031175	8/6/2017
73002	X78031189	73002	CAMERA SYSTEM, AXON BODY	X78031189	8/6/2017
73002	X78031191	73002	CAMERA SYSTEM, AXON BODY	X78031191	8/6/2017
73002	X78031201	73002	CAMERA SYSTEM, AXON BODY	X78031201	8/6/2017
73002	X78031207	73002	CAMERA SYSTEM, AXON BODY	X78031207	8/6/2017
73002	X78031216	73002	CAMERA SYSTEM, AXON BODY	X78031216	8/6/2017
73002	X78031220	73002	CAMERA SYSTEM, AXON BODY	X78031220	8/6/2017
73002	X78031226	73002	CAMERA SYSTEM, AXON BODY	X78031226	8/6/2017
73002	X78031232	73002	CAMERA SYSTEM, AXON BODY	X78031232	8/6/2017
73002	X78031235	73002	CAMERA SYSTEM, AXON BODY	X78031235	8/6/2017
73002	X78031236	73002	CAMERA SYSTEM, AXON BODY	X78031236	8/6/2017
73002	X78031241	73002	CAMERA SYSTEM, AXON BODY	X78031241	8/6/2017
73002	X78031247	73002	CAMERA SYSTEM, AXON BODY	X78031247	8/6/2017
73002	X78031248	73002	CAMERA SYSTEM, AXON BODY	X78031248	8/6/2017
73002	X78031251	73002	CAMERA SYSTEM, AXON BODY	X78031251	8/6/2017
73002	X78031259	73002	CAMERA SYSTEM, AXON BODY	X78031259	8/6/2017
73002	X78031266	73002	CAMERA SYSTEM, AXON BODY	X78031266	8/6/2017
73002	X78031311	73002	CAMERA SYSTEM, AXON BODY	X78031311	8/6/2017
73002	X78031312	73002	CAMERA SYSTEM, AXON BODY	X78031312	8/6/2017
73002	X78031315	73002	CAMERA SYSTEM, AXON BODY	X78031315	8/6/2017
73002	X78031316	73002	CAMERA SYSTEM, AXON BODY	X78031316	8/6/2017



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Packing slip

Packing slip: PKG 604697
Ship date: 6/25/2014
Page: 7 of 9
Sales order: SO140023020
Customer account: 106771
Purchase order: ESC-0000034601
Your ref.: CONTRACT #00002664
Sales rep.: Admin
Ship Via: FedEx - 3 Day Express
Terms of delivery: FOB Destination (No
RMA number:

BOX: 0002

Item: 73002 CAMERA SYSTEM, AXON BODY Quantity: 16.00
X78020683, X78028359, X78029200, X78029510, X78029542, X78029913, X78029928, X78030661, X78030699, X78030851, X78031043
X78031054, X78031105, X78031136, X78031448, X78031563
Item: 73074 BODY CAM 2 YEAR EXTENDED WA Quantity: 16.00

BOX: 0003

Item: 73002 CAMERA SYSTEM, AXON BODY Quantity: 16.00
X78027486, X78027788, X78028777, X78028940, X78029554, X78030922, X78030973, X78031019, X78031066, X78031084, X78031111
X78031116, X78031216, X78031266, X78031390, X78031493
Item: 73074 BODY CAM 2 YEAR EXTENDED WA Quantity: 16.00

BOX: 0004

Item: 73002 CAMERA SYSTEM, AXON BODY Quantity: 16.00
X78028643, X78029519, X78029690, X78029764, X78029947, X78030786, X78030914, X78031086, X78031189, X78031220, X78031232
X78031235, X78031386, X78031397, X78031513, X78031514
Item: 73074 BODY CAM 2 YEAR EXTENDED WA Quantity: 16.00

BOX: 0005

Item: 73002 CAMERA SYSTEM, AXON BODY Quantity: 16.00
X78026962, X78028392, X78029213, X78029976, X78029989, X78030685, X78030781, X78030821, X78031026, X78031104, X78031157
X78031312, X78031389, X78031499, X78031507, X78031549
Item: 73074 BODY CAM 2 YEAR EXTENDED WA Quantity: 16.00

BOX: 0006

Item: 73002 CAMERA SYSTEM, AXON BODY Quantity: 16.00
X78019374, X78027636, X78027771, X78029474, X78029480, X78029644, X78029857, X78029943, X78029975, X78029980, X78030395
X78030849, X78030910, X78031259, X78031316, X78031377
Item: 73074 BODY CAM 2 YEAR EXTENDED WA Quantity: 16.00

BOX: 0007

Item: 73002 CAMERA SYSTEM, AXON BODY Quantity: 16.00
X78027972, X78028208, X78029562, X78029626, X78029802, X78029850, X78030008, X78030715, X78030827, X78030969, X78031039
X78031315, X78031330, X78031510, X78031532, X78031568
Item: 73074 BODY CAM 2 YEAR EXTENDED WA Quantity: 16.00

BOX: 0008

Item: 73002 CAMERA SYSTEM, AXON BODY Quantity: 16.00
X78028199, X78028874, X78029101, X78029717, X78029939, X78030832, X78031132, X78031160, X78031241, X78031248, X78031325
X78031341, X78031408, X78031417, X78031461, X78031495
Item: 73074 BODY CAM 2 YEAR EXTENDED WA Quantity: 16.00



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X78028352, X78028889, X78029310, X78030808
Item: 73033 AXON FLEX KIT 2 YEAR EXTENDED Quantity: 4.00

Packing slip

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Sales order : SO140023020
Customer account : 106771
Purchase order : ESC-0000034601
Your ref. : CONTRACT #00002664
Sales rep. : Admin
Ship Via : Fedex - 3 Day Express
Terms of delivery : FOB Destination (No
RMA number :)

Purchase Order

City of Escondido

City Hall
Purchasing Department
201 N Broadway
Escondido CA 92025-2798

Vendor: 0000018107
Taser International
17800 N 85th St
Scottsdale AZ 85255

Purchase Order		Date	Revision	Page
ESC-0000034601		05/29/2014		1
Payment Terms	Freight Terms	Ship Via		
Immediate	Origination	UPS REG		
Buyer	Phone	Currency		
Blanca Wolf	760/839-4697	USD		

Ship To: City of Escondido
Police & Fire Headquarters
1163 N Centre City Pkwy
Escondido CA 92026

Bill To: City of Escondido
Accounts Payable
201 N Broadway
Escondido CA 92025

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Kit, Axon, Flex, point of view, item #73030. Included at no charge is 4 - Axon Flex Kit 2 Year extended warranty, item #73033.	4.00	EA	499.95	1,999.80	07/09/2014
				Sales Tax (8.000%)	159.98	
				Item Total	2,159.78	
2- 1	Camera System, Axon Body, item #73002. Included at no charge is Body cam 2 year extended warranty, item #73074.	201.00	EA	291.41	58,573.41	07/09/2014
				Sales Tax (8.000%)	4,685.87	
				Item Total	63,259.28	
3- 1	Evidence.com, dock, six camera bays + hub, docking station with charger, item #70026.	6.00	EA	908.00	5,448.00	07/09/2014
				Sales Tax (8.000%)	435.84	
				Item Total	5,883.84	
4- 1	Professional Evidence.com license: year 1 payment, item #89101. Software, not taxable; electronic receipt.	4.00	EA	389.14	1,556.56	07/09/2014
				Item Total	1,556.56	
5- 1	Basic Evidence.com license: year 1 payment, item #87101. Software, not taxable; electronic receipt.	120.00	EA	119.40	14,328.00	07/09/2014
				Item Total	14,328.00	
6- 1	Evidence.com storage, item #85035. Software not taxable; electronic receipt. Included at no charge are 60 - Evidence.com storage, item #85035 and 600 - Evidence.com storage, item #85035.	12,060.00	EA	1.00	12,060.00	07/09/2014
				Item Total	12,060.00	
7- 1	Estimated Shipping.	1.00	LOT	726.24	726.24	07/09/2014
				Item Total	726.24	

Confirming: Do Not Duplicate

Prices, terms, and availability verified between Blanca and Dan Hilderman on 5/29/14. Reference quote #Q-11998-2

Warranty coverage: Taser's warranty provisions, warranty exclusions, release and any limitations of liability at www.TASER.com are also applicable to the City's purchase.

All shipments, shipping papers, invoices, and correspondence must be identified with our purchase order number. Overshipments will not be accepted unless authorized by buyer prior to shipment.

Authorized Signature

Purchase Order

City of Escondido

City Hall
Purchasing Department
201 N Broadway
Escondido CA 92025-2798

Vendor: 0000018107
Taser International
17800 N 85th St
Scottsdale AZ 85255

Dispatch via Print			
Purchase Order	Date	Revision	Page
ESC-0000034601	05/29/2014		2
Payment Terms	Freight Terms	Ship Via	
Immediate	Origination	UPS REG	
Buyer	Phone	Currency	
Blanca Wolf	760/839-4697	USD	

Ship To: City of Escondido
Police & Fire Headquarters
1163 N Centre City Pkwy
Escondido CA 92026

Bill To: City of Escondido
Accounts Payable
201 N Broadway
Escondido CA 92025

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date

Product Warnings: Refer to www.TASER.com for the most current product warnings.

Taser's Master Service Agreement and Sales Terms and Conditions which are attached to this purchase order are an integral part of this order.

Ship to Craig Miller's attention.

All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

The attached Purchase Order Terms and Conditions shall become an integral part of this order. Upon delivery of the items authorized by this purchase order, seller agrees to these terms and conditions.

Total PO Amount

99,973.70

All shipments, shipping papers, invoices, and correspondence must be identified with our purchase order number. Overshipments will not be accepted unless authorized by buyer prior to shipment.

Authorized Signature

B. Wolf

PURCHASE ORDER TERMS AND CONDITIONS

1. CONTRACT

Upon delivery of the items authorized by this purchase order, seller agrees to these terms and conditions. The City of Escondido shall not be bound by this order until the seller delivers any of the items or renders any of the services ordered. No contract shall exist except as hereinabove provided. No agreement or understanding to modify this contract shall be binding upon the City of Escondido unless agreed to in writing by the City of Escondido's authorized representative. This contract shall be construed under the laws of the State of California. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

2. CHANGES

The City of Escondido reserves the right at any time to make changes in the specifications, samples or other descriptions to which items ordered are to conform. In such an event an equitable adjustment will be made in price and/or performance that is mutually satisfactory. Changes shall not be binding upon the City of Escondido unless evidenced by a purchase order change.

3. SPECIFICATIONS AND INSPECTIONS

All specifications, drawings and other data submitted herewith are hereby incorporated herein and made a part hereof. All items shall be subject to inspection at all times and places including the period of manufacture. The City of Escondido reserves the right to reject which do not conform to specifications, drawings or other data. If rejected after delivery, items will be returned to seller at seller's risk and expense. Payment for any item or service shall not be deemed acceptance thereof.

4. EXTRAS

No charges will be allowed for taxes, transportation, packaging, packing or returnable containers or pallets unless otherwise agreed. Any tax to be paid by the City of Escondido must be itemized hereon and on invoices. Shipment must be packaged so as to permit efficient handling and provide adequate protection. Damage resulting from improper packaging will be charged to the seller.

5. DELIVERY

If delivery of items or rendering of services is not accomplished at the time or times indicated in this order or promised by seller, the City of Escondido reserves the right, without liability, and in addition to its other rights and remedies to terminate this order by notice effective immediately upon receipt by the seller or as otherwise stated hereon. The City of Escondido reserves the right without liability to purchase goods and services for those not delivered and to charge the seller with any loss incurred. No provision of this order for the delivery or rendering of goods and services in installments shall be construed as making the seller's obligations severable. Shipments sent C.O.D. without the City of Escondido's express written consent will not be accepted and will be at seller's risk. Notwithstanding the foregoing, neither party shall be liable for damages for any delay arising out of cause beyond its reasonable control and without its fault or negligence, including but not limited to, acts of God, acts of the other party, acts of civic or military authority, labor disputes, fire, riots, war, embargoes, epidemics, floods, or other unusually severe weather, or shortages of power. Seller shall notify the City of Escondido forthwith upon learning of any event which may result in any delay.

6. PROPERTY

Unless otherwise agreed in writing, all special tools, dies, templates, patterns and so forth and all drawings, designs, specifications and other property furnished to the seller or made and paid for by the City of Escondido as a part of this order, shall become the property of the City of Escondido and shall be subject to repossession and/or removal by the City of Escondido. When so instructed, the seller shall deliver such property to the City of Escondido in good condition, ordinary, wear and tear expected.

7. LIABILITY

In no event shall either party's liability for any breach or alleged breach of this order by either party exceed the total extended price or prices shown herein nor shall either party be liable for any special or consequential damages resulting from any such breach.

8. COMPLIANCE WITH LAWS

The seller certifies and represents that in the performance of this order it will comply with the provisions of all applicable federal, state, and local laws, regulations, rules and order. Seller agrees to submit reports, certifications and other documents as required.

9. RESERVATION OF RIGHTS

No failure by either party to insist upon strict compliance by the other party with any of the terms, provisions or conditions of this order in any instance shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance therewith.

10. TERMINATION

The City of Escondido may terminate this order in whole or in part at any time upon the City's written notification to the seller (a) for any reason at the convenience of the City of Escondido, (b) for any default by the seller involving the seller's failure to deliver the items or render the services specified by this order within the time designated herein, (c) in the event the seller becomes the subject of any proceeding under state or federal law for the relief of debtors or otherwise become insolvent or bankrupt or makes assignment for the benefit of creditors. In the event of termination by the City of Escondido due to the seller's default pursuant to (b) above, or any reason described in (c) above, the City of Escondido shall have no liability to the seller as a result of such termination.

11. WARRANTY

By accepting this order seller hereby warrants that the items and services to be furnished hereunder will be in full conformity with the City's specifications, drawings and data, or seller's samples, and that items furnished hereunder will be fit for use intended by the City. Seller agrees that this warranty shall survive acceptance of the items. Said warranties shall be in addition to any warranties of additional scope given to the City by seller.

12. PATENTS

Seller undertakes and agrees to defend at seller's own expense, all suits, action, or proceedings in which the City of Escondido or the users of any of the City's products are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder (except infringement, necessarily resulting from adherence to specifications or drawings, other than those of seller's design or selection, originally submitted to seller by the City) and further agrees to pay and discharge any and all judgments or decrees which may be rendered in any such suit, action or proceedings against such defendants therein.

13. HOLD HARMLESS

Seller agrees to indemnify, defend and save harmless the City of Escondido, its officers, agents, and employees from any and all loss, damage, liability, cost or expense, however, same may be caused, that may arise during or be caused in any way by the performance of seller.

14. ANTI-ASSIGNMENT CLAUSE

All payments made pursuant to this contract are not assignable and shall only be made payable to seller.



EVIDENCE.com Master Service Agreement

TASER International, Inc. ("TASER," "us," or "we") and City of Escondido (CA) ("Agency," "your," or "you") agree to accept and be bound by the following terms and conditions effective May 29, 2014 ("Effective Date"):

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services and Your Content during the subscription term ("Term"). You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
3. **Evidence.com Data Security.** We will implement reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program ("ISP") that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, security education, risk management and data protection. You are responsible for maintaining the security of the your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet or via media (e.g., CD-ROM) as determined solely by us. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.
5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems. Our privacy policy is currently referenced at <http://www.taser.com/privacy-policy>, as it may be updated by us from time to time.
6. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third parties responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
7. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.
8. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:
 - a. Your 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 us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
 - b. You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or
 - c. You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
 - d. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on



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Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

9. Term.

a. **Subscription Term.** The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed Quote or purchase order and will remain in effect for the subscription Term agreed to in the Quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped 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 Effective Date of the Agreement. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

b. **Free Trial Term.** If you signed up for a free trial, you are 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 you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

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

10. Termination.

a. **Termination for Convenience.** Either party may terminate this Agreement for any reason by providing the other party 30 days advance notice. In the event that we terminate this Agreement under this Section we will issue you a refund of any prepaid amounts on a prorated basis.

b. Termination for Cause.

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

ii. **By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section 10(b)(ii) at least 90 days prior to the end of the then current fiscal year.

c. **Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5–7, 11, 12 (except the license granted to you in Section 12), 13, and 15–19 will continue to apply in accordance with their terms.

11. Return of Your Content.

a. **During the Term.** You can retrieve and download Your Content at any time during the Term.

b. **After Termination.** We will not delete any of Your Content as a result of a termination during the 90 days following termination.

During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services.

c. **Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

12. **IP Rights.** We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

13. **License Restrictions.** Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other



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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 you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

14. Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services. Any acquisition by you of third-party products or services and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in a Quote. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

15. Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term.

16. Our Warranty. We warrant 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 us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 16, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE 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 YOU CONNECT TO THE EVIDENCE.COM SERVICES; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE, OR EVIDENCE.COM SERVICES; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE EVIDENCE.COM SERVICES. WE DISCLAIM ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO THE EVIDENCE.COM SERVICES.

17. Indemnification. This Section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim specified below.

a. Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts arising out of or related to this Agreement any of them may be liable, save and except for damage or injury caused



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solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not provided by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

b. Indemnification by You. To the extent permitted by your jurisdiction's local law, you will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents); (b) breach of this Agreement or violation of applicable law by you or any of your end users; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content; (d) a dispute between you and any of your end users; or (e) a dispute between you and any third-party over your collection or use of Your Content. We will promptly notify you of any claim subject to this Section 17(b), but our failure to promptly notify you will only affect your obligations under this Section to the extent that our failure prejudices your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our prior written consent before entering into any settlement. We may also assume control of the defense and settlement of the claim at any time at our own cost.

c. Release. In the event local laws prohibit the indemnification by you as specified in Section 17(b), you agree to release us from any liability for the claims specified in that Section.

18. Limitations of Liability. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, 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 WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR 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 YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR 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 YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

19. Miscellaneous.

a. Definitions.

- i. "Evidence.com Services" means our 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 us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.
- ii. "Your Content" means software, data, text, audio, video, images or other content you or any of your 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 your account or otherwise transfer, process, use or store in connection with your account.
- iii. "Documentation" means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.
- iv. "Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their

respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

v. **"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 this Agreement. Policies do not include whitepapers or other marketing materials.

b. **Confidentiality.** You may use our Confidential Information only in connection with your use of the Evidence.com Services as permitted under this Agreement. You will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

c. **Force Majeure.** We and our affiliates will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

d. **Independent Contractors.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

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

f. **Non-discrimination and Equal Opportunity.** During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

g. **U.S. Government Rights.** The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

h. **Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

i. **Assignment.** Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

j. **No Waivers.** The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

k. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

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



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Goods does not apply to this Agreement.

m. **Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

n. **Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

- i. **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency EVIDENCE.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
- ii. **To Us.** To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

o. **Entire Agreement.** This Agreement, including the Policies and the Quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

p. **Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

- q. **Time is of the Essence.** Time is of the essence in connection with all matters and obligations pertaining to this Agreement.
- r. **Counterparts.** If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

TASER International, Inc..

By: _____
Name: _____
Title: _____
Signature Date: _____

Address:
17800 N. 85th Street
Scottsdale, AZ 85255
Attn: General Counsel
Email: legal@taser.com

Agency Name: City of Escondido, CA

By: B. Wom
Name: Blanca Wom
Title: Purchasing Supervisor
Signature Date: 5/29/14

Address:
City of Escondido, Police Headquarters
11630 N. Centre City Pkwy
Escondido, CA 92026-3423
Attn: Craig Miller

[Document revised 1-7-2014; APPROVED BY TASER LEGAL 5-28-2014]

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18072

P.O. #34601

TASER International

Protect Truth

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



TASER

Craig Miller

cmiller@escondido.org

Quotation

Quote: Q-11998-2
 Date: 5/1/2014 11:45 AM
 Quote Expiration: 5/30/2014
 Contract Start Date*: 6/1/2014
 Contract Term: 1 year

Bill To:

Escondido Police- CA
 1163 North Centre City Parkway
 Escondido, CA 92026
 US

Ship To:

Craig Miller
 Escondido Police- CA
 1163 North Centre City Parkway
 Escondido, CA 92026
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dan Hilderman		d.hilderman@laser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 -- Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
4	73030	KIT, AXON, FLEX	499.95	USD 1,999.80	USD 0.00	USD 1,999.80
201	73002	CAMERA SYSTEM, AXON BODY	299.00	USD 60,099.00	USD 1,524.90	USD 58,574.10
6	70026	EVIDENCE.COM, DOCK, SIX CAMERA BAYS +HUB	1495.00	USD 8,970.00	USD 3,522.00	USD 5,448.00
4	89101	PROFESSIONAL EVIDENCE COM LICENSE YEAR 1 PAYMENT	468.10	USD 1,872.00	USD 315.44	USD 1,556.56
120	87101	BASIC EVIDENCE.COM LICENSE YEAR 1 PAYMENT	119.40	USD 14,328.00	USD 0.00	USD 14,328.00
12,060	85035	EVIDENCE.COM STORAGE	\$1.50 GB per year	USD 18,090.00	USD 6,030.00	USD 12,060.00
60	85035	EVIDENCE.COM STORAGE	\$1.50 GB per year	USD 0.00	USD 0.00	USD 0.00
600	85035	EVIDENCE.COM STORAGE	\$1.50 GB per year	USD 0.00	USD 0.00	USD 0.00
201	73074	BODY CAM 2 YEAR EXTENDED WARRANTY	199.95	USD 40,189.95	USD 40,189.95	USD 0.00
4	73033	AXON FLEX KIT 2 YEAR EXTENDED WARRANTY	299.95	USD 1,199.80	USD 1,199.80	USD 0.00

Year 1 -- Due Net 30 Total: USD 146,748.55
 Year 1 -- Due Net 30 Net Price: USD 93,966.46

Page 1 of 3

93,965.77
 Shipping 726.24
 94,692.01

Subtotal	USD 93,966.46
Estimated Shipping Cost	USD 726.24
Estimated Tax	USD 5,381.76
Grand Total	USD 99,974.46

Complimentary Evidence.com Tier Upgrade Through 4/30/2014

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until April 30, 2014. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In May 2014 you will be prompted to select which users you would like to go in which tiers. This will have no impact on uploaded data.

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2 X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/master-agreement>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <http://www.taser.com/service-agreement>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Dara Hildebrand at dhildebrand@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

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Purchase Order

City of Escondido

City Hall
Purchasing Department
201 N Broadway
Escondido CA 92025-2798

Vendor: 0000018107
Taser International
17800 N 85th St
Scottsdale AZ 85255

Dispatch via Print

Purchase Order	Date	Revision	Page
ESC-0000034601	05/29/2014		1
Payment Terms		Freight Terms	Ship Via
Immediate		Origination	UPS REG
Buyer		Phone	Currency
Blanca Wolf		760/839-4697	USD

Ship To: City of Escondido
Police & Fire Headquarters
1183 N Centre City Pkwy
Escondido CA 92026

Bill To: City of Escondido
Accounts Payable
201 N Broadway
Escondido CA 92025

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	Kit, Axon, Flex, point of view, item #73030. Included at no charge is 4 - Axon Flex Kit 2 Year extended warranty, item #73033.	4.00	EA	499.95	1,999.80	07/09/2014
				Sales Tax (8.000%)	159.98	
				Item Total	<u>2,159.78</u>	
2- 1	Camera System, Axon Body, item #73002. Included at no charge is Body cam 2 year extended warranty, item #73074.	201.00	EA	291.41	58,573.41	07/09/2014
				Sales Tax (8.000%)	4,685.87	
				Item Total	<u>63,259.28</u>	
3- 1	Evidence.com, dock, six camera bays + hub, docking station with charger, item #70026.	6.00	EA	908.00	5,448.00	07/09/2014
				Sales Tax (8.000%)	435.84	
				Item Total	<u>5,883.84</u>	
4- 1	Professional Evidence.com license: year 1 payment, item #89101. Software, not taxable; electronic receipt.	4.00	EA	389.14	1,556.56	07/09/2014
				Item Total	<u>1,556.56</u>	
5- 1	Basic Evidence.com license: year 1 payment, item #87101. Software, not taxable; electronic receipt.	120.00	EA	119.40	14,328.00	07/09/2014
				Item Total	<u>14,328.00</u>	
6- 1	Evidence.com storage, item #85035. Software not taxable; electronic receipt. Included at no charge are 60 - Evidence.com storage, item #85035 and 600 - Evidence.com storage, item #85035.	12,060.00	EA	1.00	12,060.00	07/09/2014
				Item Total	<u>12,060.00</u>	
7- 1	Estimated Shipping.	1.00	LOT	726.24	726.24	07/09/2014
				Item Total	<u>726.24</u>	

Confirming: Do Not Duplicate

Prices, terms, and availability verified between Blanca and Dan Hilderman on 5/29/14. Reference quote #Q-11998-2

Warranty coverage: Taser's warranty provisions, warranty exclusions, release and any limitations of liability at www.TASER.com are also applicable to the City's purchase.

All shipments, shipping papers, invoices, and correspondence must be identified with our purchase order number. Overshipments will not be accepted unless authorized by buyer prior to shipment.

Authorized Signature

Purchase Order

City of Escondido

City Hall
Purchasing Department
201 N Broadway
Escondido CA 92025-2798

Vendor: 0000018107
Taser International
17800 N 85th St
Scottsdale AZ 85255

Dispatch via Print			
Purchase Order	Date	Revision	Page
ESC-0000034601	05/29/2014	1	
Payment Terms	Freight Terms		Ship Via
Immediate	Origination		UPS_RBC
Buyer	Phone		Currency
Blanca Wolf	760/639-4697		USD

Ship To: City of Escondido
Police & Fire Headquarters
1163 N Centre City Pkwy
Escondido CA 92026

Bill To: City of Escondido
Accounts Payable
201 N Broadway
Escondido CA 92025

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date

Product Warnings: Refer to www.TASER.com for the most current product warnings.

Taser's Master Service Agreement and Sales Terms and Conditions which are attached to this purchase order are an integral part of this order.

Ship to Craig Miller's attention.

All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

The attached Purchase Order Terms and Conditions shall become an integral part of this order. Upon delivery of the items authorized by this purchase order, seller agrees to these terms and conditions.

Total PO Amount

93,373.70

All shipments, shipping papers, invoices, and correspondence must be identified with our purchase order number. Overshipments will not be accepted unless authorized by buyer prior to shipment.

Authorized Signature

B. Wolf