

**AGREEMENT  
TO PROVIDE SERVICES/SUPPLIES PURSUANT TO A  
COOPERATIVE PURCHASING CONTRACT  
(Taser-brand Cameras and Storage)**

This Agreement To Provide Services/Supplies Pursuant to a Cooperative Purchasing Contract for Taser-brand cameras and storage, hereinafter (“Contract”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2018 (“Effective Date”), by and between the Town of Paradise Valley, an Arizona municipal corporation, hereinafter designated as the “**Town**” and Axon Enterprise, Inc., a Delaware corporation authorized to do business in Arizona, hereinafter designated as the “**Contractor.**”

**Recitals**

A. On September 9, 2014, Contractor entered into an agreement with the State of Arizona to provide Taser Brand Conducted Electrical Weapons and Accessories, including cameras and storage, as described in the Solicitation No. ADSPO14-00004248 and Contract/Master Blank Purchase Order No. ADSPO15-080208, see attached **Exhibit A**, hereinafter the “Cooperative Purchasing Contract,” attached and incorporated herein; and

B. The Cooperative Purchasing Contract permits its cooperative use by other governmental agencies, including the Town.

C. Pursuant to A.R.S. § 41-2631 et seq. and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has authority to utilize cooperative purchasing contracts of the Federal government and State of Arizona public agencies and public procurement units, including Mohave Educational Services Cooperative, Inc., and engage contractors under the terms thereof.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated by reference, and the covenants and promises contained in this Contract, Contractor and the Town agree as follows:

1. **Scope of Work; Terms; Conditions, and Specifications.**

- 1.1 Contractor shall provide the following services, materials and/or equipment: Taser brand body worn cameras and accessories, evidence storage, and system software and maintenance according to the Cooperative Purchasing Contract for the specific products and services contained in the Axon-Paradise Valley Police Dept.-AZ Quote, Issued 10/17/2018, attached hereto as **Exhibit B**, and incorporated herein by this reference (“Scope of Work”).
- 1.2 Contractor agrees to comply with all terms, conditions and specifications of the Cooperative Purchasing Contract and Solicitation. Such terms, conditions and

specifications are specifically incorporated into and are an enforceable part of this Contract as though fully set forth herein, except as otherwise provided for in this Contract.

1.3 For purposes of this Contract, all references to the “State” or “State of Arizona” in the Cooperative Purchasing Contract shall mean the Town of Paradise Valley, Arizona.

1.4 Contractor shall comply with all specific requirements and/or options of the Town, as specified in **Exhibit C** attached hereto and incorporated herein by reference.

2. Payment. The Contract Fee is not to exceed One Hundred Twenty Thousand Dollars (\$120,000.00). Payment to the Contractor for the services, materials and/or equipment provided, shall be made in accordance with the price list and quote (see **Exhibit B**) and terms set forth in the Cooperative Purchasing Contract.
3. Certificates of Insurance. All insurance provisions of the Cooperative Purchasing Contract shall apply, including without limitation, the requirement to name the Town, and its elected officials, officers, employees, volunteers and agents as additional insureds. Prior to commencing work under this Contract, Contractor shall furnish the Town with Certificates of Insurance as required by the Cooperative Purchasing Contract, issued by the Contractor’s insurer(s) as evidence that policies providing the required coverages, conditions and limits required by the Contract are in full force and effect.
4. Israel Boycott Prohibited. As required by A.R.S. § 35-393.01, the person affixing his/her signature to this Contract certifies that Contractor is not currently engaged in and agrees for the duration of the Contract to not engage in, a boycott of Israel. A “boycott” is defined in A.R.S. § 35-393 and means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
  - a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
  - b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
5. Contract Term and Renewal. The term of this Contract shall commence upon the Effective Date and continue for five years, unless canceled, terminated or extended as otherwise provided in the Cooperative Purchasing Contract.

*(Signatures on the Following Page)*

IN WITNESS WHEREOF, the parties have hereunto subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**TOWN OF PARADISE VALLEY:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Brian Dalke  
Interim Town Manager

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM**

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Andrew Miller  
Town Attorney

**EXHIBIT A**  
**COOPERATIVE PURCHASING CONTRACT**

Attached (excerpts): State of Arizona contract for Taser Brand Conducted Electrical Weapons and Accessories as described in Solicitation No. ADSPO14-00004248 and Contract/Master Blank Purchase Order No. ADSPO15-080208

**EXHIBIT B**

Attached: Axon-Paradise Valley Police Dept.-AZ Quote, Issued 10/17/18

**EXHIBIT C**  
**SPECIFIC REQUIREMENTS/OPTIONS OF TOWN**

1. Notices: All notices required under the Contract shall be sent to:

Town Manager  
Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney  
Town of Paradise Valley  
6401 E. Lincoln Drive  
Paradise Valley, Arizona 85253

Delivery Location: Town of Paradise Valley

Police Department  
6433 East Lincoln Drive  
Paradise Valley, AZ 85253

2. Equal Treatment of Workers: Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of performance under the Contract. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration (“OSHA”) and the Fair Labor Standards Act (“FLSA”). Contractor shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.
3. Indemnification. Paragraph 14.1 of the Cooperative Purchasing Contract, Special Terms and Conditions, is hereby replaced in its entirety with the following:

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay defend, indemnify and hold harmless the Town, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any negligent actions, negligent acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Contractor’s and subcontractor’s employees. It is agreed that Contractor will be

responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the Town, its agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by Contractor for the Town.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54.4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the Town as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the Town, or Contractor fails to meet reporting requirements resulting in a penalty to Town, Contractor indemnifies Town from and shall pay any assessed tax penalty.

#### 4. Warranties.

4.1. Hardware Limited Warranty. In addition to Warranties provided in the Cooperative Purchasing Contract, Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

#### 4.2. Warranty Limitations.

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

4.2.2. To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Contract.

- 4.2.3. Axon'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 Axon Product will not exceed the Grand Total price stated on the Axon-Paradise Valley Police Dept.-AZ Quote, issued 10/17/2018, attached hereto as **Exhibit B**. In no event will either Party be liable for any direct, 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.
  - 4.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
    - 4.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites [www.axon.com/support](http://www.axon.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate Product user manual or quick start guide.
    - 4.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.
    - 4.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.
5. IP Rights. Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
6. Agency Responsibilities. Except as provide in Section 6.3, Uniform Terms and Conditions, of the Cooperative Purchasing Contract, the Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Contract or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.
7. Termination.
  - 7.1. By Either Party. Either Party may terminate for cause upon 30 days' advance notice to the other Party if there is any material default or breach of this Contract by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day



notice period. In the event that the Agency terminates this Contract due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

- 7.2. By Agency. The Agency is obligated to pay the fees under this Contract as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's 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 Contract this Contract may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.
- 7.3. Effect of Termination. Upon any termination of this Contract: (a) all Agency rights under this Contract immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's
- 7.4. Suggested Retail Price (**MSRP**) and this Contract is terminated before the end of the term then (a) the Agency will be invoiced for the depreciated value of the Products received and not already paid for, using the MSRP for the Products at the Effective Date depreciated by 20% annually; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.
8. **Subcontractors.** Except for the use of third parties for the purpose of storage of Agency Content ("Third Party for Data Storage"), Contractor shall not use any third party or enter into any subcontract under this Contract for the performance of this Contract ("Subcontract") without the advance written approval of the Town's Procurement Officer. Any contract with a third party, including any Third Party for Data Storage, and any Subcontract shall incorporate by reference the terms and conditions of this Contract, including but not limited to provisions for insurance, indemnification, and data privacy.

## **Evidence.com Terms of Use Appendix**

**1**     **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

**2**     **Access Rights. "Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Contract by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

**3**     **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Contract or applicable laws.

**4**     **Evidence.com Data Security.**

**4.1. Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content, including Personal Information, Entity Identifying Information and Personal Identifying Information as defined in A.R.S. §§ 18-521, -551 and § 13-2001, against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. In the event of a security system breach as described in A.R.S. § 18-551, Axon is required to comply with the requirement of A.R.S. § 18-552, including but not limited to conducting a reasonable

investigation and providing notice to affected individuals when it becomes aware of an incident of unauthorized acquisition or access to unencrypted or unredacted computerized data that includes an individual's personal information. Agency reserves the right to seek any and all other remedies in the event of unauthorized access to Agency Content. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

**4.2. FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Contract.

**4.3. Additional Security Features.** Axon takes several precautions to ensure the security of data within Evidence.com. Evidence data is encrypted during transfer: SSL with RSA 2048 bit key, 256-bit ciphers, TLS 1.2, Perfect Forward Secrecy. Data at rest is encrypted in storage: 256-bit Advanced Encryption Standard (AES-256). Evidence.com also supports Dual-Factor Authentication, IP Restrictions, and robust approval workflow when attempting to delete evidence data. Evidence data is hashed (SHA) to ensure a robust chain of custody. Original evidence data is never changed. All modifications are handled by creating new, derivative files. Detailed audit logs track all evidence access.

**4.4. Geographically Redundant Storage.** During the Term, Axon will utilize multiple geographically separate storage locations to ensure the security of Agency Content.

**5. Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

**5.1. Support of Android Applications.** For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

**6. Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by an order of a court of competent jurisdiction or administrative body. Axon will give notice at least 10 days' notice prior to disclosure of any Agency Content and as soon as practicable upon receipt of any request for disclosure of any Agency Content so the Agency may file an objection with the court or administrative body or seek other appropriate remedy. With prior written consent

of the Agency, Axon may access information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this Contract or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

- 7** **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.

- 8** **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

- 8.1.** The Termination provisions of the Cooperative Purchasing Contract apply;
- 8.2.** The Agency 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 Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3.** If Axon suspends the right to access or use any portion or all of the Evidence.com Services and such access or use is reinstated, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Contract.

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

- 10** **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this 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 with the intent 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 Contract; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Contract; (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 Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Contract are conditional on continued compliance with this Contract, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Contract. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at [www.axon.com](http://www.axon.com)).

- 11** **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Such destruction of data shall be in compliance with all applicable law, including but not limited to A.R.S. § \_\_\_\_\_. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 12** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

# Professional Services Appendix

- 1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.
- 2 **Body Worn Camera 1-Day Service (BWC 1-Day).** The BWC 1-Day Package includes one day of on-site services and a professional services manager who will work closely with the Agency to assess the Agency’s deployment scope and determine which services are appropriate. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,500 per day. The BWC 1-Day Package options include:

<b>System set up and configuration (Remote Support)</b>
<ul style="list-style-type: none"> <li>• Setup Axon Mobile on smart phones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> <li>• Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access</li> <li>• Work with IT to install Evidence Sync software on Agency computers (if applicable)</li> </ul>
<b>Dock configuration</b>
<ul style="list-style-type: none"> <li>• Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary</li> <li>• Authenticate Dock with Evidence.com using “Administrator” credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>
<b>Axon instructor training (Train the Trainer)</b>
Training for Agency’s in-house instructors who can support the Agency’s Axon camera and Evidence.com training needs after Axon’s Professional Service team has fulfilled its contracted on-site obligations
<b>End user go live training and support sessions</b>
<ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Evidence.com and Evidence Sync</li> </ul>
<b>Implementation document packet</b>
Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote and in this Appendix. Any additional services will be considered out of the scope.
- 4 **Delivery of Services.**
  - 4.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.
  - 4.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 5 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the Professional Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide

an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

- 6 Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Contract, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 7 Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Contract, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 8 Liability for Loss or Corruption of Data.** For any work performed by Axon transiting or making use of Agency's network, maintenance and functionality of the network are the sole responsibility of the Agency Axon shall not be liable for loss, damage, or corruption of Agency's network infrastructure except in the case of gross negligence or willful misconduct by Axon, its employees, subcontracts, and agent.

# Technology Assurance Plan Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1** **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras 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.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3** **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.
- 4** **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.
- 5** **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
  - 5.1. TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that



the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.

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

**6 TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.

**7 TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

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

**7.2.** Axon will not and has no obligation to provide the free upgrades.

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

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