

ADDENDUM TO MASTER SERVICES and PURCHASING AGREEMENT
Between
Laramie County & Axon Enterprise, Inc.

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Axon Enterprise, Inc, 17800 North 85th Street, Scottsdale, Arizona 85255 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify provisions of the Master Services and Purchasing Agreement between COUNTY and CONTRACTOR attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement") to allow COUNTY to enter into a agreement for digital evidence management services and purchase of equipment.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR an amount not to exceed the quoted invoices attached to this Addendum. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. Entire Agreement: The Agreement (20 pages), Quote #Q-460233-44999.747RH (6 pages), Quote #Q-460229-44999.745RH (10 pages), Axon Cloud Service Services Level Agreement (4 pages) and Addendum (5 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party. Notwithstanding the foregoing, Contractor may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets.

E. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

F. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement after a thirty (30) day cure period; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

G. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin. ✓

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all

immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum and shall inure solely to the benefit of the parties to this Agreement and Addendum.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with third party claims resulting from CONTRACTOR's negligent acts, errors or omissions, or willful misconduct except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

O. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

Q. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered

personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement or other listed documents, the provisions and conditions set forth in this Addendum shall control.

S. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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ADDENDUM TO MASTER SERVICES and PURCHASING AGREEMENT
Between
Laramie County & Axon Enterprise, Inc.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

Axon Enterprise, Inc. Representative

By:  _____
Authorized Signature

Date 4/24/2023 | 1:06 PM MST

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 4.24.23

The Board of
Laramie County
Commissioners



ARPA Application for Laramie County
Elected Officials and Departments

The Laramie County Commissioners have federal American Rescue Plan Act (ARPA) funds to open up to elected officials and county departments for projects. If your department has an identified need or project, please complete the following application and submit to the commissioners at commissioners@laramiecounty.com

The purpose of this funding is to respond to the COVID-19 public health emergency along with continuing to provide governmental services to the public. Think about any cuts to programs or services you have had to make in response to reduced revenue (this can be services, programs, equipment, repairs etc.)

1. *Please explain your request and the connection it has to affecting public services and/or responding to COVID.* The Laramie County Sheriff's Office is requesting ARPA funds in the amount of \$200,000.00 for a digital evidence management system which will include the replacement of our current Watch Guard body worn and car camera systems. The Sheriff's Office does not currently have a digital evidence management system. Digital evidence includes, but not limited to, photographs, deputy car and body worn camera footage, cellular phone forensic downloads, digitally recorded interviews, and computer forensic examination download files. A digital evidence management system would allow the Sheriff's Office to compile, store, and disseminate digital evidence from one source. The Sheriff's Office currently stores digital evidence on compact disks (CDs), thumb drives, and other media; these devices have a "shelf life" and degrade over time, they also require our evidence custodian to retrieve these items from our evidence room and make copies when requested from the District Attorney's Office, other law enforcement agencies, and when fulfilling citizens records requests, this is not an efficient method for fulfilling those requests. We are requesting a digital evidence management system that will incorporate our body worn and car camera systems which will store the camera footage in the "cloud". Our current Watch Guard body worn, and car camera system is nearing the end of its life cycle and the body cameras will need to be replaced in approximately one year. As it stands currently, we need to spend approximately \$60,000.00 to replace damaged and non-functional Watch Guard body camera equipment. Purchasing a digital evidence management system now from a company that also provides body worn and car camera systems will alleviate many of the current problems we face with our Watch Guard system. Some of the issues are, many of the body worn camera DVRs are beyond repair and need to be replaced, the WatchGuard system also requires deputies to be in the office and label camera footage rather than out on the street answering calls. In conclusion the purchase of a combined digital evidence management system and body/car camera system in one bundle will solve the issue of storing all digital evidence and while simultaneously solving our storage of and releasing of digital evidence in an efficient method. This approach will be more cost effective in the long run as we will not have to spend \$60,000.00 to replace aging Watch Guard body camera systems next year only to have to replace the entire system in shortly over a year replace all in car and body cameras in the next 3 years at a cost of approx. \$350,000.

The Board of
Laramie County
Commissioners



ARPA Application for Laramie County
Elected Officials and Departments

2. *What is the estimated cost of your request and how was this determined?* The estimated cost is \$200,000.00. This estimate was compiled in cooperation with the Laramie County IT Department, and will cover the initial setup, installation, and year one cost.
3. *Has any portion of your request been accounted for in the current FY22 budget?* No
4. *If selected for funding, how soon would you be able to move forward? Keep in mind that with any project the county is required to follow procurement policies, to include bidding.* The Sheriff's Office would be able to move forward with purchasing and utilizing these cameras as soon as the funding is available, and the RFP/Bidding process is complete

If you have any questions or want to visit about your request, please contact Sandra Newland in the grants office at 307-633-4201 or snewland@laramiecounty.com



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-460229-44999.745RH

Issued: 03/14/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 07/01/2023

Account Number: 110695

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-1910 Pioneer Ave Business;Delivery;Invoice-1910 Pioneer Ave 1910 Pioneer Ave 1910 Pioneer Ave Cheyenne, WY 82001-3605 Cheyenne, WY 82001-3605 USA USA	Laramie County Sheriff's Dept- WY 1910 Pioneer Ave Cheyenne, WY 82001-3605 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Hall Phone: Email: rhall@axon.com Fax:	Dominic Davis Phone: (307) 633-4281 Email: dominic.davis@laramiecountywy.gov Fax: (307) 633-4723

Quote Summary

Program Length	64 Months
TOTAL COST	\$2,131,722.63
ESTIMATED TOTAL W/ TAX	\$2,205,608.11

Discount Summary

Average Savings Per Year	\$59,702.00
TOTAL SAVINGS	\$318,410.69

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$169,343.52	\$6,899.13	\$176,242.65
Oct 2023	\$392,475.95	\$13,397.27	\$405,873.22
Oct 2024	\$392,475.79	\$13,397.27	\$405,873.06
Oct 2025	\$392,475.79	\$13,397.27	\$405,873.06
Oct 2026	\$392,475.79	\$13,397.27	\$405,873.06
Oct 2027	\$392,475.79	\$13,397.27	\$405,873.06
Total	\$2,131,722.63	\$73,885.48	\$2,205,608.11

Quote Unbundled Price:	\$2,450,133.32
Quote List Price:	\$2,159,610.44
Quote Subtotal:	\$2,131,722.63

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Unlimited7+	Unlimited 7+ Bundle	99	4	\$234.26	\$197.88	\$144.87	\$57,368.52	\$180.63	\$57,549.15
OSP10+	Officer Safety Plan 10 Plus	99	60	\$310.14	\$264.21	\$264.21	\$1,569,407.40	\$57,573.40	\$1,626,980.80
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	31	60	\$13.94	\$12.17	\$12.17	\$22,636.20	\$1,358.15	\$23,994.35
A la Carte Hardware									
AB3C	AB3 Camera Bundle	99			\$749.00	\$749.00	\$74,151.00	\$4,449.06	\$78,600.06
AB3MBD	AB3 Multi Bay Dock Bundle	8			\$1,595.00	\$1,595.00	\$12,760.00	\$765.60	\$13,525.60
AB31BD	AB3 1-Bay Dock Bundle	66			\$229.00	\$229.00	\$15,114.00	\$906.84	\$16,020.84
A la Carte Software									
100626	INVESTIGATE PRO LICENSE	96	64		\$21.85	\$21.85	\$134,246.40	\$8,054.80	\$142,301.20
100165	UNLIMITED 3RD-PARTY STORAGE	96	64		\$31.69	\$31.69	\$194,703.36	\$0.00	\$194,703.36
ProLicense	Pro License Bundle	15	64		\$43.21	\$43.11	\$41,385.75	\$0.00	\$41,385.75
A la Carte Services									
85144	AXON STARTER	1			\$9,950.00	\$9,950.00	\$9,950.00	\$597.00	\$10,547.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			\$6,800.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$2,131,722.63	\$73,885.48	\$2,205,608.11

Firearms and Ammunition Excise Tax

SKU	Description	Taxable Amount	FAET Rate	FAET Amount
100390	TASER 10 HANDLE, YLW, CLASS 3R	\$181,333.35	0.1	\$18,133.33
100399	LIVE UNITARY CARTRIDGE (TASER 10)	\$35,422.20	0.11	\$3,896.44
20018	TASER 7 BATTERY PACK, TACTICAL	\$8,273.43	0.1	\$827.34
100393	TASER 10 LIVE DUTY MAGAZINE BLACK	\$12,651.21	0.1	\$1,265.12
100390	TASER 10 HANDLE, YLW, CLASS 3R	\$5,494.95	0.1	\$549.50
20018	TASER 7 BATTERY PACK, TACTICAL	\$250.71	0.1	\$25.07
100393	TASER 10 LIVE DUTY MAGAZINE BLACK	\$383.37	0.1	\$38.34
100399	LIVE UNITARY CARTRIDGE (TASER 10)	\$3,578.00	0.11	\$393.58
100399	LIVE UNITARY CARTRIDGE (TASER 10)	\$3,578.00	0.11	\$393.58
100399	LIVE UNITARY CARTRIDGE (TASER 10)	\$3,578.00	0.11	\$393.58
100399	LIVE UNITARY CARTRIDGE (TASER 10)	\$3,578.00	0.11	\$393.58
			Total	\$26,309.46

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	66	06/01/2023
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	66	06/01/2023
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	109	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	99	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	3	06/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	109	06/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	8	06/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	8	06/01/2023
Unlimited 7+ Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	198	06/01/2023
Unlimited 7+ Bundle	75015	SIGNAL SIDEARM KIT	99	06/01/2023
Officer Safety Plan 10 Plus	100390	TASER 10 HANDLE, YLW, CLASS 3R	99	10/01/2023
Officer Safety Plan 10 Plus	100390	TASER 10 HANDLE, YLW, CLASS 3R	3	10/01/2023
Officer Safety Plan 10 Plus	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	99	10/01/2023
Officer Safety Plan 10 Plus	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	3	10/01/2023
Officer Safety Plan 10 Plus	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	4	10/01/2023
Officer Safety Plan 10 Plus	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	4	10/01/2023
Officer Safety Plan 10 Plus	100396	TASER 10 INERT MAGAZINE RED	4	10/01/2023
Officer Safety Plan 10 Plus	100399	LIVE UNITARY CARTRIDGE (TASER 10)	1980	10/01/2023
Officer Safety Plan 10 Plus	100400	HALT UNITARY CARTRIDGE (TASER 10)	600	10/01/2023
Officer Safety Plan 10 Plus	100401	INERT UNITARY CARTRIDGE (TASER 10)	40	10/01/2023
Officer Safety Plan 10 Plus	100611	TASER 10 SAFARILAND HOLSTER, RH	89	10/01/2023
Officer Safety Plan 10 Plus	100613	TASER 10 SAFARILAND HOLSTER, LH	10	10/01/2023
Officer Safety Plan 10 Plus	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	10/01/2023

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Officer Safety Plan 10 Plus	20018	TASER 7 BATTERY PACK, TACTICAL	99	10/01/2023
Officer Safety Plan 10 Plus	20018	TASER 7 BATTERY PACK, TACTICAL	17	10/01/2023
Officer Safety Plan 10 Plus	20018	TASER 7 BATTERY PACK, TACTICAL	3	10/01/2023
Officer Safety Plan 10 Plus	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	10/01/2023
Officer Safety Plan 10 Plus	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	10/01/2023
Officer Safety Plan 10 Plus	74200	TASER 7 6-BAY DOCK AND CORE	1	10/01/2023
Officer Safety Plan 10 Plus	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	2	10/01/2023
Officer Safety Plan 10 Plus	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	2	10/01/2023
Officer Safety Plan 10 Plus	100399	LIVE UNITARY CARTRIDGE (TASER 10)	200	10/01/2024
Officer Safety Plan 10 Plus	100399	LIVE UNITARY CARTRIDGE (TASER 10)	200	10/01/2025
Officer Safety Plan 10 Plus	100400	HALT UNITARY CARTRIDGE (TASER 10)	600	10/01/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	31	12/01/2025
Officer Safety Plan 10 Plus	73309	AXON CAMERA REFRESH ONE	102	04/01/2026
Officer Safety Plan 10 Plus	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	35	04/01/2026
Officer Safety Plan 10 Plus	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	04/01/2026
Officer Safety Plan 10 Plus	100399	LIVE UNITARY CARTRIDGE (TASER 10)	200	10/01/2026
Officer Safety Plan 10 Plus	100399	LIVE UNITARY CARTRIDGE (TASER 10)	200	10/01/2027
Body Worn Camera Single-Bay Dock TAP Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	31	06/01/2028
Officer Safety Plan 10 Plus	73310	AXON CAMERA REFRESH TWO	102	10/01/2028
Officer Safety Plan 10 Plus	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	35	10/01/2028
Officer Safety Plan 10 Plus	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	10/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	45	07/01/2023	10/31/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	15	07/01/2023	10/31/2028
Unlimited 7+ Bundle	73478	REDACTION ASSISTANT USER LICENSE	99	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73618	AXON COMMUNITY REQUEST+ LICENSE	99	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73638	STANDARDS ACCESS LICENSE	99	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73680	RESPOND DEVICE PLUS LICENSE	99	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73681	AXON RECORDS FULL	99	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73682	AUTO TAGGING LICENSE	99	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	990	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	99	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73739	PERFORMANCE LICENSE	99	07/01/2023	10/31/2023
Unlimited 7+ Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	99	07/01/2023	10/31/2023
A la Carte	100165	UNLIMITED 3RD-PARTY STORAGE	96	07/01/2023	10/31/2028
A la Carte	100626	INVESTIGATE PRO LICENSE	96	07/01/2023	10/31/2028
Officer Safety Plan 10 Plus	20248	TASER 7 EVIDENCE.COM LICENSE	99	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	20248	TASER 7 EVIDENCE.COM LICENSE	1	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73478	REDACTION ASSISTANT USER LICENSE	99	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73618	AXON COMMUNITY REQUEST+ LICENSE	99	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73638	STANDARDS ACCESS LICENSE	99	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73680	RESPOND DEVICE PLUS LICENSE	99	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73681	AXON RECORDS FULL	99	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73682	AUTO TAGGING LICENSE	99	11/01/2023	10/31/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Officer Safety Plan 10 Plus	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	990	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	99	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73739	PERFORMANCE LICENSE	99	11/01/2023	10/31/2028
Officer Safety Plan 10 Plus	73746	PROFESSIONAL EVIDENCE.COM LICENSE	99	11/01/2023	10/31/2028

Services

Bundle	Item	Description	QTY
Officer Safety Plan 10 Plus	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	99
Officer Safety Plan 10 Plus	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	99
Officer Safety Plan 10 Plus	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Plus	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Plus	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Plus	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Plus	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
Officer Safety Plan 10 Plus	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10 Plus	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10 Plus	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10 Plus	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10 Plus	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	1
Officer Safety Plan 10 Plus	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
Unlimited 7+ Bundle	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	99
A la Carte	85144	AXON STARTER	1
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	31	06/01/2024	06/30/2028
Officer Safety Plan 10 Plus	80464	EXT WARRANTY, CAMERA (TAP)	99	06/01/2024	10/31/2028
Officer Safety Plan 10 Plus	80464	EXT WARRANTY, CAMERA (TAP)	3	06/01/2024	10/31/2028
Officer Safety Plan 10 Plus	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	06/01/2024	10/31/2028
Officer Safety Plan 10 Plus	100704	EXT WARRANTY, TASER 10 HANDLE	99	10/01/2024	10/31/2028
Officer Safety Plan 10 Plus	100704	EXT WARRANTY, TASER 10 HANDLE	3	10/01/2024	10/31/2028
Officer Safety Plan 10 Plus	80374	EXT WARRANTY, TASER 7 BATTERY PACK	99	10/01/2024	10/31/2028
Officer Safety Plan 10 Plus	80374	EXT WARRANTY, TASER 7 BATTERY PACK	17	10/01/2024	10/31/2028
Officer Safety Plan 10 Plus	80374	EXT WARRANTY, TASER 7 BATTERY PACK	3	10/01/2024	10/31/2028
Officer Safety Plan 10 Plus	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	10/01/2024	10/31/2028
Officer Safety Plan 10 Plus	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	35	10/01/2024	10/31/2028

Payment Details

Jun 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware and Starter	85144	AXON STARTER	1	\$9,950.00	\$597.00	\$10,547.00
Upfront Hardware and Starter	AB31BD	AB3 1-Bay Dock Bundle	66	\$15,114.00	\$906.84	\$16,020.84
Upfront Hardware and Starter	AB3C	AB3 Camera Bundle	99	\$74,151.00	\$4,449.06	\$78,600.06
Upfront Hardware and Starter	AB3MBD	AB3 Multi Bay Dock Bundle	8	\$12,760.00	\$765.60	\$13,525.60
Year 1 - Unlimited	Unlimited7+	Unlimited 7+ Bundle	99	\$57,368.52	\$180.63	\$57,549.15
Total				\$169,343.52	\$6,899.13	\$176,242.65

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - OSP	100165	UNLIMITED 3RD-PARTY STORAGE	96	\$38,940.68	\$0.00	\$38,940.68
Year 1 - OSP	100626	INVESTIGATE PRO LICENSE	96	\$26,849.28	\$1,610.96	\$28,460.24
Year 1 - OSP	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	31	\$4,527.24	\$271.63	\$4,798.87
Year 1 - OSP	OSP10+	Officer Safety Plan 10 Plus	99	\$313,881.60	\$11,514.68	\$325,396.28
Year 1 - OSP	ProLicense	Pro License Bundle	15	\$8,277.15	\$0.00	\$8,277.15
Total				\$392,475.95	\$13,397.27	\$405,873.22

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - OSP	100165	UNLIMITED 3RD-PARTY STORAGE	96	\$38,940.67	\$0.00	\$38,940.67
Year 2 - OSP	100626	INVESTIGATE PRO LICENSE	96	\$26,849.28	\$1,610.96	\$28,460.24
Year 2 - OSP	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	31	\$4,527.24	\$271.63	\$4,798.87
Year 2 - OSP	OSP10+	Officer Safety Plan 10 Plus	99	\$313,881.45	\$11,514.68	\$325,396.13
Year 2 - OSP	ProLicense	Pro License Bundle	15	\$8,277.15	\$0.00	\$8,277.15
Total				\$392,475.79	\$13,397.27	\$405,873.06

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - OSP	100165	UNLIMITED 3RD-PARTY STORAGE	96	\$38,940.67	\$0.00	\$38,940.67
Year 3 - OSP	100626	INVESTIGATE PRO LICENSE	96	\$26,849.28	\$1,610.96	\$28,460.24
Year 3 - OSP	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	31	\$4,527.24	\$271.63	\$4,798.87
Year 3 - OSP	OSP10+	Officer Safety Plan 10 Plus	99	\$313,881.45	\$11,514.68	\$325,396.13
Year 3 - OSP	ProLicense	Pro License Bundle	15	\$8,277.15	\$0.00	\$8,277.15
Total				\$392,475.79	\$13,397.27	\$405,873.06

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - OSP	100165	UNLIMITED 3RD-PARTY STORAGE	96	\$38,940.67	\$0.00	\$38,940.67
Year 4 - OSP	100626	INVESTIGATE PRO LICENSE	96	\$26,849.28	\$1,610.96	\$28,460.24
Year 4 - OSP	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	31	\$4,527.24	\$271.63	\$4,798.87
Year 4 - OSP	OSP10+	Officer Safety Plan 10 Plus	99	\$313,881.45	\$11,514.68	\$325,396.13
Year 4 - OSP	ProLicense	Pro License Bundle	15	\$8,277.15	\$0.00	\$8,277.15
Total				\$392,475.79	\$13,397.27	\$405,873.06

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - OSP	100165	UNLIMITED 3RD-PARTY STORAGE	96	\$38,940.67	\$0.00	\$38,940.67
Year 5 - OSP	100626	INVESTIGATE PRO LICENSE	96	\$26,849.28	\$1,610.96	\$28,460.24
Year 5 - OSP	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	31	\$4,527.24	\$271.63	\$4,798.87
Year 5 - OSP	OSP10+	Officer Safety Plan 10 Plus	99	\$313,881.45	\$11,514.68	\$325,396.13
Year 5 - OSP	ProLicense	Pro License Bundle	15	\$8,277.15	\$0.00	\$8,277.15
Total				\$392,475.79	\$13,397.27	\$405,873.06

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

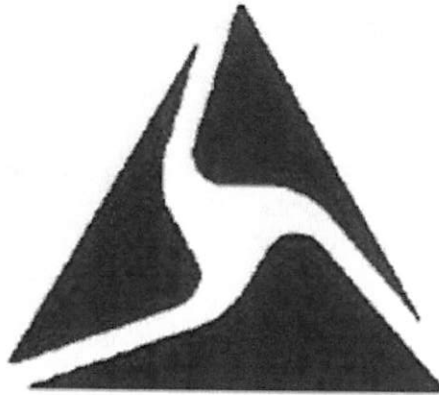
Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

3/14/2023

Date Signed



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-460233-44999.747RH

Issued: 03/14/2023

Quote Expiration: 03/31/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 110695

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business:Delivery:Invoice-1910 Pioneer Ave 1910 Pioneer Ave Cheyenne, WY 82001-3605 USA	Laramie County Sheriff's Dept- WY 1910 Pioneer Ave Cheyenne, WY 82001-3605 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rachel Hall Phone: Email: rhall@axon.com Fax:	Dominic Davis Phone: (307) 633-4281 Email: dominic.davis@laramiecountywy.gov Fax: (307) 633-4723

Quote Summary

Program Length	60 Months
TOTAL COST	\$665,064.00
ESTIMATED TOTAL W/ TAX	\$689,820.25

Discount Summary

Average Savings Per Year	\$9,784.80
TOTAL SAVINGS	\$48,924.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$133,012.80	\$4,951.25	\$137,964.05
Jan 2025	\$133,012.80	\$4,951.25	\$137,964.05
Jan 2026	\$133,012.80	\$4,951.25	\$137,964.05
Jan 2027	\$133,012.80	\$4,951.25	\$137,964.05
Jan 2028	\$133,012.80	\$4,951.25	\$137,964.05
Total	\$665,064.00	\$24,756.25	\$689,820.25

Quote Unbundled Price:	\$713,988.00
Quote List Price:	\$737,064.00
Quote Subtotal:	\$665,064.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAP	Fleet 3 Basic + TAP	60	60	\$198.33	\$204.74	\$184.74	\$665,064.00	\$24,756.25	\$689,820.25
Total							\$665,064.00	\$24,756.25	\$689,820.25

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	60	01/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	60	01/01/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	2	01/01/2024
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	60	01/01/2029
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	2	01/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	60	02/01/2024	01/31/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	120	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	60

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	60	02/01/2024	01/31/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	60	01/01/2025	01/31/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	01/01/2025	01/31/2029

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	60	\$133,012.80	\$4,951.25	\$137,964.05
Total				\$133,012.80	\$4,951.25	\$137,964.05

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	60	\$133,012.80	\$4,951.25	\$137,964.05
Total				\$133,012.80	\$4,951.25	\$137,964.05

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	60	\$133,012.80	\$4,951.25	\$137,964.05
Total				\$133,012.80	\$4,951.25	\$137,964.05

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	60	\$133,012.80	\$4,951.25	\$137,964.05
Total				\$133,012.80	\$4,951.25	\$137,964.05

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	60	\$133,012.80	\$4,951.25	\$137,964.05
Total				\$133,012.80	\$4,951.25	\$137,964.05

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

3/14/2023





Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions.

- 1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. Term. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and **TASER 10** plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of **TASER 10** as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. Payment. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. Taxes. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. Shipping. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. Returns. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. Warranty.

- 7.1. **Limited Warranty; Disclaimer.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's**



Master Services and Purchasing Agreement for Agency

warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.2. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.
- 7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.3. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.
- 7.4. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.
- 7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.
- 7.4.2. **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.5. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.6. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.7. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.
8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may



Master Services and Purchasing Agreement for Agency

require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) a dispute between Agency and a third-party over Agency's use of Axon Devices; (d) to ensure Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 16.2. **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
 - 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's



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reasonable control.

- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party 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.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

AGENCY:

Axon Enterprise, Inc.

Signature: 

Signature: _____

Name: Robert E. Driscoll, Jr.

Name: _____

Title: VP, Assoc. General Counsel

Title: _____

Date: 4/24/2023 | 1:06 PM MST

Date: _____



Master Services and Purchasing Agreement for Agency Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("TASER Data"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.



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7. **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("Skyhook") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("Axon Records Subscription").
 - b. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
 - c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.
 - d. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.



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13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. 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 Axon Cloud Services; or
 - g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
14. **After Termination.** Axon will not delete Agency Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **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 service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud 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, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



Master Services and Purchasing Agreement for Agency Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1**.
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.
3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency

¹ For example: (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement for Agency

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.



Master Services and Purchasing Agreement for Agency Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan.** If Agency purchases an Officer Safety Plan ("OSP"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term.** OSP 7 begins on the date specified in the Quote ("OSP 7 Term").
4. **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("Dock Upgrade"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change.** If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination.** If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due. Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



Master Services and Purchasing Agreement for Agency TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a 5-year term, which includes the hardware manufacturer's warranty plus the 4-year extended term.
4. **Trade-In.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

<u>Agency Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 Start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users than the Quote specifies.
7. **Agency Warranty.** Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.



Master Services and Purchasing Agreement for Agency Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
2. **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. 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 Agency.



Master Services and Purchasing Agreement for Agency Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.
6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.



Master Services and Purchasing Agreement for Agency

7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Axon Fleet Upgrade") as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement for Agency Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.
3. **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.
4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.
5. **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement for Agency Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement for Agency Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
3. **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
4. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
5. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
6. **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.
7. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:
 - 7.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 7.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 7.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 7.4. Ensure all appropriate data backups are performed;
 - 7.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;
 - 7.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 7.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



Master Services and Purchasing Agreement for Agency Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only--excluding Licenses leased for a pre-determined period of time, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period of time, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation"), or return such copies to Axon. Agency agrees that with respect to any copies that may exist with respect to media containing regular backups of Agency's computer or computer system, that Agency shall not access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, by the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. treasury Department's list of Specially Designated Nations or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software



Master Services and Purchasing Agreement for Agency

provided with RESTRICTED RIGHTS under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



Axon Online Support Platforms Terms of Use Appendix

Axon Online Support Platforms Terms of Use Appendix

1 Definitions.

"Axon Online Support Platforms" means Axon Academy and MyAxon.

"Axon Academy" means Axon's Customer learning management system on absorblms.com, and other related offerings, including, without limitation, interactions between Axon Academy and Axon Products.

"MyAxon" means Axon's Customer support portal hosted on salesforce.com and other related offerings, including, without limitation, interactions between MyAxon and Axon Products.

"Axon Online Customer Content" means

- a) **"Academy Customer Content"** is data uploaded into, ingested by, or created in Axon Academy within Customer's tenant, including training materials, media or multimedia uploaded into Axon Academy by Customer. Academy Customer Content excludes Academy Non-Content Data.
- b) **"MyAxon Customer Content"** means data uploaded into, ingested by, or created in MyAxon within Customer's tenant, including, without limitation, media or multimedia uploaded into MyAxon by Customer. MyAxon Customer Content excludes MyAxon Non-Content Data.

"Axon Online Non-Content Data" means

- a) **"Academy Non-Content Data"** is data, configuration, and usage information about Customer's Axon Academy tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Academy. Academy Non-Content Data includes data about users captured during account management and customer support activities. Academy Non-Content Data does not include Academy Customer Content.
- b) **"MyAxon Non-Content Data"** is data, configuration, and usage information about Customer's MyAxon tenant, Axon Devices and client software, and users that is transmitted or generated when using MyAxon. MyAxon Non-Content Data includes data about users captured during account management and customer support activities. MyAxon Non-Content Data does not include MyAxon Customer Content.

"Axon Support Materials" means material(s) or content(s) made available by Axon to Customer within MyAxon or Axon Academy.

"Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 Access. Upon Axon granting Customer a subscription to Axon Online Support Platforms, Customer may access and use Axon Online Support Platforms to store and manage Axon Online Customer Content.

3 Customer Owns Axon Online Customer Content. Customer controls and owns all right, title,



Axon Online Support Platforms Terms of Use Appendix

and interest in Axon Online Customer Content. Except as outlined herein, Axon obtains no interest in Axon Online Customer Content, and Axon Online Customer Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting Axon Online Customer Content. Axon will only have access to Axon Online Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Axon Online Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of Axon Online Support Platforms and other Axon Products.

- 4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Axon Online Customer Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Online Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection.
- 5 **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Axon Online Customer Content; (b) ensuring no Axon Online Customer Content or Customer end user's use of Axon Online Customer Content or Axon Online Support Platforms violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Online Support Platforms. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Online Support Platforms.

Customer will also maintain the security of end usernames and passwords and security and access by end users to Axon Online Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Online Support Platforms meets applicable Customer policies, regulations, and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Axon Online Customer Content, or if account information is lost or stolen.

- 6 **Privacy.** Customer's use of Axon Online Support Platforms is subject to the Axon Online Support Platforms Privacy Policy, a current version of which is available at <https://www.axon.com/legal/axon-online-support-platforms-privacy-policy>. Customer agrees to allow Axon access to Axon Online Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon Products including Axon Online Support Platforms and related services; and (c) enforce this Agreement or policies governing the use of Axon Products. Data controlled by Absorb Software Inc. is subject to the Absorb LMS Privacy Policy. Data controlled by Salesforce.com, Inc. is subject to the Salesforce.com Privacy Policy.
- 7 **Location of Storage.** Axon may transfer Axon Online Customer Content and Axon Online Non-Content Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Axon Online Customer Content and Axon Online Non-Content Data. For all customers, Axon will Process including store Axon Online Customer Content and Axon Online Non-Content Data within the United States. Ownership of Axon Online Customer Content remains with Customer. Customer acknowledges that Processing, including storage, of Axon Online Customer Content and Axon Online Non-Content Data will be in the United States.
- 8 **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Online Support Platforms immediately upon notice, if Customer or end user's use of or registration for Axon Online Support Platforms may (a) pose a security risk to Axon Products including Axon Online Support Platforms, or any third-party; (b) adversely impact Axon Online Support Platforms, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.



Axon Online Support Platforms Terms of Use Appendix

Customer remains responsible for all fees incurred through suspension. Axon will not delete Axon Online Customer Content because of suspension, except as specified in this Agreement.

- 9 **Axon Online Support Platforms Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors which occur on Axon Online Support Platforms.
- 10 **Axon Online Support Platforms Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 10.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Online Support Platforms;
 - 10.2 reverse engineer, disassemble, or decompile Axon Online Support Platforms or apply any process to derive any source code included in Axon Online Support Platforms, or allow others to do the same;
 - 10.3 access or use Axon Online Support Platforms with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 10.4 use trade secret information contained in Axon Online Support Platforms, except as expressly permitted in this Agreement;
 - 10.5 access Axon Online Support Platforms to build a competitive product or service or copy any features, functions, or graphics of Axon Online Support Platforms;
 - 10.6 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 Axon Online Support Platforms; or
 - 10.7 use Axon Online Support Platforms to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

AXON CLOUD SERVICES SERVICE LEVEL AGREEMENT

Last Updated: September 11th, 2019

This Service Level Agreement (SLA) is a policy governing the use of Axon's Service Offerings (Service Offerings) under the terms of the Master Service Purchasing Agreement (MSPA) between Axon Enterprise (Axon, us or we) and users of Service Offerings (you). This SLA applies separately to each agency account using the Service Offerings. Unless otherwise provided in this SLA, this SLA is subject to the terms of the MSPA and capitalized terms have the meaning specified in the MSPA. We reserve the right to change the terms of this SLA in accordance with the MSPA. By using Axon Cloud Services you agree that you have read and understand this SLA and you accept and agree to be bound by the following terms and conditions. We may occasionally update this SLA. When we post changes we will revise the "last updated" date at the top of this page. If there are adverse material changes to this SLA we will notify you by directly sending you a notification. In the event of a conflict between the terms of any agreement(s) between you and Axon and this SLA, the terms of those agreement(s) will control.

Definitions

- **"Downtime"** are periods of time, measured in minutes, in which the Service Offering is Unavailable to you. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions
- **"Incident"** a period of time in which you experience Downtime
- **"Maximum Available Minutes"** is the total accumulated minutes during a Service Month for the Service Offering
- **"Monthly Uptime Percentage"** is $(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$

- **“Scheduled Downtime”** are periods of time, measured in minutes, in which the Service Offering is unavailable to you and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes
- **“Service Month”** is a calendar month at Coordinated Universal Time (UTC)
- **“Unavailable”** and **“Unavailability”** is when the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

We will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time.

Guaranteed Service Level & Credits

If we fail to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, you may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to you.

MONTHLY UPTIME PERCENTAGE

SERVICE CREDIT IN DAYS

Less than 99.9%

Less than 99.0%

7

Requesting Service Credits

In order for us to consider a claim for Service Credits, you must submit the claim to Axon Customer Support including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to our prevailing Maintenance Schedule.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by us. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credits

Terms

We must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

The Service Level Agreement does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Evidence.com performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or any third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the MSPA.

CHANGE

DATE

Updated to Axon Cloud Services language

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