



**CITY OF VANCOUVER
PURCHASE AGREEMENT # C-101024
VANCOUVER POLICE DEPARTMENT CAMERA SYSTEMS**

This agreement for the purchase of commodities (hereinafter referred to as the "Agreement") is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, WA (hereinafter referred to as the "City") and Axon Enterprise, Inc. (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the "parties" or individually as a "party".

WHEREAS, the City desires to engage the Contractor to provide the commodities requested as described in this Agreement; and

WHEREAS, the City advertised and issued Request for Proposals, numbered 22-22 (hereinafter referred to as the "solicitation") and after evaluation of the Contractor's responsive proposal, found the Contractor be capable of providing the required commodities; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to provide the commodities described herein and warranties and guarantees to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. STATEMENT OF WORK:** The Contractor agrees to provide the City all materials set forth in the scope of work described below, and as further described in the City's solicitation, and the Contractor's responsive proposal to the City's solicitation, (collectively referred to herein as the "work") which are each incorporated herein by this reference and made a part of this Agreement as if fully set forth herein.

The Contractor agrees to provide for the design, installation, implementation, and maintenance of a state-of-the-art body worn camera (BWC), interview room, and integrated vehicle (cabin/dash) cameras (VC) system, and tasers for the City of Vancouver Police Department (VPD). The BWC/VC System Solution shall include, but is not limited to, the following: BWC/VC/Interview Room hardware, data/video storage, the Video Management Solution (VMS), video redaction software, configuration, project management, implementation, training services, warranty, and ongoing maintenance support services, throughout the term of the contract. The System shall consist of design, software, and hardware solutions that have undergone proven performance experiences and is among the highest levels of effectiveness and long-term quality for criminal justice/police industry practices.

2. **TERM OF AGREEMENT:** The term of this Agreement shall commence on October 10, 2022 and continue until October 9, 2027. The City may extend the contract for an additional five-year term. The maximum term for this Agreement is ten (10) years.
3. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Master Services and Purchasing Agreement, Purchase Orders; the Contractor's responsive proposal to the City's solicitation and the City's solicitation.
4. **GENERAL REQUIREMENTS:** The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Vancouver City Charter, the Vancouver Municipal Code (VMC), and ordinance of the City of Vancouver; and rules, regulations, orders, and directives of their respective administrative agencies and officers.
5. **PURCHASE ORDER:** Purchases will be authorized via valid Purchase Orders. Purchases shall correspond with the Purchase Order; any unauthorized advance or excess order is returnable at Contractor's expense.
6. **PRICES:** The applicable prices are set forth in Attachment A to this agreement and must be valid for one year from the effective date of this Agreement. Price adjustments may be requested for consideration each year thereafter; the City, at its sole discretion, may approve that request. Request for price increases shall be supported by the applicable Producer Price Index for the Seattle-Tacoma-Bremerton area for the immediate, previous four (4) quarters.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **SCHEDULE:** Unless the City requests a change in schedule, the Contractor shall deliver the required commodities and any associated services by the "Delivery Date" stated on the signed purchase order.

In the event that the equipment and related services are not provided and/or delivered in the timelines specified in the Purchase Order, the City reserves the right to reject the product and service and cancel the Purchase Order in its entirety. The City shall bear zero expense due to this breach.

9. **DELIVERY:** All costs referenced must be F.O.B. Vancouver, Washington, Prepaid and Allowed (freight included in the unit cost), prepaid with all transportation and handling charges paid by the Contractor. Responsibility and risk of loss or damage shall remain with the Contractor until

delivery to the City, except as to latent defects, fraud, and the Contractor's warranty obligations. Any goods which are not rejected as defective or non-functional within ten (10) days of delivery shall be deemed accepted.

- 10. PAYMENT:** Invoices will be paid at net thirty (30) days after the City's receipt of an invoice provided that equipment included on the invoice has been received and all appropriate information has been listed on the invoice and necessary forms have been submitted.
- 11. TAXES:** The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Contractor's interest in this Agreement, provided, however, that any taxes that apply directly to the sale, such as a state or local sales tax, shall be added to the purchase price set forth in the Purchase Order.
- 12. ADJUSTMENTS:** The City at any time may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.
- 13. ASSIGNMENT:** This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstances, be assigned or transferred by either party.
- 14. WAIVER:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- 15. RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
- 16. OWNERSHIP OF RECORDS AND DOCUMENTS:** Contractor owns and reserves all right, title, and interest in the Contractor's products and related software, as well as any suggestions made to the Contractor. Contractor will retain all intellectual property rights and ownership in such work.
- 17. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The parties acknowledge that the City is an "agency" within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the CONTRACTOR to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for information that CONTRACTOR has marked as "Proprietary and

Confidential,” the City shall notify the CONTRACTOR of such request and withhold disclosure of such information for not less than FIVE (5) business days, to permit the CONTRACTOR to seek judicial protection of such information, provided that the CONTRACTOR shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

18. TERMINATION FOR CONVENIENCE: The City may terminate this contract for convenience at any time for any reason deemed appropriate in its sole discretion upon thirty (30) day written notice to Contractor.

19. TERMINATION FOR CAUSE: In the event the Supplier is, or has been, in violation of the terms of this Contract, including the Invitation to Bid, the City reserves the right, upon 30 day written notice to the Supplier, to cancel, terminate, or suspend this contract in whole or in part for default, if the breach remains uncured at the end of the 30 days. Termination shall be effected by serving a notice of termination on the Supplier setting forth the manner in which the Supplier is in default. The Supplier will be paid only the contract price for goods rendered in accordance with the manner of performance set forth in the Contract.

If it is later determined by the City that the Supplier had an excusable reason for not performing, such as a strike, fire, or flood, or events which are not the fault of or are beyond the control of the Supplier, the City after setting up a new delivery or performance schedule, may allow the Supplier to continue work or treat the termination as a termination for convenience.

20. EVALUATION AND COMPLIANCE WITH THE LAW: The Contractor shall have the authority to control and direct the performance and details of the work described herein. The Contractor agrees to comply with all relevant, federal, state and municipal laws, rules and regulations.

21. CITY BUSINESS AND OCCUPATION LICENSE: Contractors will be required to obtain a business license when contracting with the City of Vancouver, unless allowable exemptions apply. Businesses/Contractors shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, telephone 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to determine whether a business license is required pursuant to VMC Ch. 5.04.

22. LIABILITY AND HOLD HARMLESS: Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to

the workers' compensation statute, Title 51 RCW, except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such cost, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. Contractor is an independent contractor and responsible for the safety of its employees.

- 23. INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
VI. Cyber Liability	
Policy shall include coverage against claims involving privacy violations, data breach, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, and alteration of electronic information, extortion and network security.	\$5,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

24. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:
Anna Vogel
City of Vancouver
415 W 6th Street
P O Box 1995
Vancouver WA 98668-1995
Email: anna.vogel@cityofvancouver.us

For the Contractor:
Bobby Driscoll
Axon Enterprise, Inc.
17800 N. 85th St.
Scottsdale, AZ 85255
Email: contracts@axon.com

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

- 25. AMENDMENTS:** All changes to this Agreement, including changes to the statement of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.
- 26. SCOPE OF AGREEMENT:** This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.
- 27. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 28. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 29. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 30. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:** Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 31. BYRD ANTI-LOBBYING AMENDMENT:** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 32. PROCUREMENT OF RECOVERED MATERIALS:** Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest

percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- 33. WARRANTIES:** All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following receipt of the products by the City, except for accessories which shall be warranted for a period of ninety (90) days. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This warranty shall in no way affect normal extended or manufacturer's warranty exceeding this period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for the longer of (a) the remaining warranty or (b) ninety (90) days from the date of replacement. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.
- 34. NONDISCRIMINATION:** During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 35. BINDING EFFECT:** The provisions, covenants, and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.
- 36. REMEDIES CUMULATIVE:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.
- 37. SEVERABILITY:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions, unless the result of same would clearly be contrary to the overall intent of the parties in entering into this Agreement.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Axon Enterprise, Inc.

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney



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

Attachment A - Pricing

Q-417956-44819.975AS

Issued: 09/15/2022

Quote Expiration: 10/31/2022

Estimated Contract Start Date: 01/01/2023

Account Number: 107621

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-605 E Evergreen Blvd 605 E Evergreen Blvd Vancouver, WA 98661-3812 USA	Vancouver Police Dept. - WA PO Box 1995 Vancouver, WA 98668-1995 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Allen Sliper Phone: Email: asliper@axon.com Fax:	Troy Price Phone: (360) 487-7463 Email: troy.price@cityofvancouver.us Fax: (360) 619-1033

Quote Summary

Program Length	60 Months
TOTAL COST	\$5,083,066.00
ESTIMATED TOTAL W/ TAX	\$5,479,802.65

Discount Summary

Average Savings Per Year	\$421,529.42
TOTAL SAVINGS	\$2,107,647.10

Payment Summary

Date	Subtotal	Tax	Total
Dec 2022	\$700,273.16	\$52,747.45	\$753,020.61
Jan 2023	\$34,000.00	\$1,445.00	\$35,445.00
Jul 2023	\$309,540.00	\$26,310.88	\$335,850.88
Dec 2023	\$700,273.21	\$52,747.45	\$753,020.66
Jul 2024	\$309,540.00	\$26,310.88	\$335,850.88
Dec 2024	\$700,273.21	\$52,747.45	\$753,020.66
Jul 2025	\$309,540.00	\$26,310.88	\$335,850.88
Dec 2025	\$700,273.21	\$52,747.45	\$753,020.66
Jul 2026	\$309,540.00	\$26,310.88	\$335,850.88
Dec 2026	\$700,273.21	\$52,747.45	\$753,020.66
Jul 2027	\$309,540.00	\$26,310.88	\$335,850.88
Total	\$5,083,066.00	\$396,736.65	\$5,479,802.65

Quote Unbundled Price:	\$7,190,713.10
Quote List Price:	\$5,604,819.10
Quote Subtotal:	\$5,083,066.00

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									
80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	130	7		\$108.00	\$108.00	\$98,280.00	\$8,353.80	\$106,633.80
Fleet3A	Fleet 3 Advanced	130	53	\$281.88	\$208.00	\$208.00	\$1,433,120.00	\$121,815.10	\$1,554,935.10
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	60	\$66.31	\$29.50	\$29.50	\$14,160.00	\$1,203.60	\$15,363.60
BWCamTAP	Body Worn Camera TAP Bundle	40	60	\$31.64	\$28.00	\$28.00	\$67,200.00	\$5,712.05	\$72,912.05
2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	220	60	\$328.58	\$249.00	\$238.90	\$3,153,480.00	\$234,166.90	\$3,387,646.90
A la Carte Hardware									
74074	WI-FI OFFLOAD SERVER, HARDWARE	2			\$3,500.00	\$3,500.00	\$7,000.00	\$595.00	\$7,595.00
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	25			\$196.50	\$0.00	\$0.00	\$0.00	\$0.00
50298	INTERVIEW - CAMERA - OVERT DOME	25			\$796.00	\$0.00	\$0.00	\$0.00	\$0.00
50294	INTERVIEW - SERVER - LITE	2			\$1,950.00	\$0.00	\$0.00	\$0.00	\$0.00
50295	INTERVIEW - SERVER - PRO	2			\$4,455.00	\$0.00	\$0.00	\$0.00	\$0.00
50322	INTERVIEW - TOUCH PANEL PRO	12			\$2,700.00	\$0.00	\$0.00	\$0.00	\$0.00
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	12			\$64.00	\$0.00	\$0.00	\$0.00	\$0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	22			\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
75015	SIGNAL SIDEARM KIT	11			\$249.00	\$249.00	\$2,739.00	\$232.80	\$2,971.80
AB3C	AB3 Camera Bundle	220			\$699.00	\$501.03	\$110,226.60	\$9,369.25	\$119,595.85
AB3MBD	AB3 Multi Bay Dock Bundle	36			\$1,538.90	\$1,538.90	\$55,400.40	\$4,709.05	\$60,109.45
AB3C	AB3 Camera Bundle	40			\$699.00	\$699.00	\$27,960.00	\$2,376.60	\$30,336.60
A la Carte Software									
80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	2	53		\$50.00	\$50.00	\$5,300.00	\$450.50	\$5,750.50
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	12	60		\$25.00	\$0.00	\$0.00	\$0.00	\$0.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	60		\$29.17	\$0.00	\$0.00	\$0.00	\$0.00
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	12			\$1,500.00	\$0.00	\$0.00	\$0.00	\$0.00
50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	4			\$1,750.00	\$0.00	\$0.00	\$0.00	\$0.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	25	60		\$99.00	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	30	60		\$39.00	\$39.00	\$70,200.00	\$5,967.00	\$76,167.00
A la Carte Services									
74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1			\$1,000.00	\$1,000.00	\$1,000.00	\$85.00	\$1,085.00
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	12			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
85055	AXON FULL SERVICE	1			\$17,000.00	\$17,000.00	\$17,000.00	\$1,445.00	\$18,445.00
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1			\$17,000.00	\$17,000.00	\$17,000.00	\$0.00	\$17,000.00

100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1		\$3,000.00	\$3,000.00	\$3,000.00	\$255.00	\$3,255.00
73897	STANDARDS SERVICE, PREMIUM	1		\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Warranties								
50448	EXT WARRANTY, INTERVIEW ROOM	12	60	\$21.62	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$5,083,066.00	\$396,736.65	\$5,479,802.65

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100126	AXON VR TACTICAL BAG	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100186	HTC FOCUS 3 WRIST TRACKER	6	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	220	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	7	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20018	TASER 7 BATTERY PACK, TACTICAL	264	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20160	TASER 7 HOLSTER - SAFARILAND, RH+CARD CARRIER	220	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20298	VR-ENABLED GLOCK 19 CONTROLLER	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20378	HTC FOCUS 3 VR HEADSET	9	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	660	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	440	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	660	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	440	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	440	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	440	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	6	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	6	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	440	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	74200	TASER 7 6-BAY DOCK AND CORE	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	75015	SIGNAL SIDEARM KIT	220	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	12/01/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	12/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	242	12/01/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	44	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	220	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	40	12/01/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	7	12/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	242	12/01/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	44	12/01/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	36	12/01/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	36	12/01/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	36	12/01/2022
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	25	12/01/2022
A la Carte	50294	INTERVIEW - SERVER - LITE	2	12/01/2022
A la Carte	50295	INTERVIEW - SERVER - PRO	2	12/01/2022
A la Carte	50298	INTERVIEW - CAMERA - OVERT DOME	25	12/01/2022

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	12	12/01/2022
A la Carte	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	22	12/01/2022
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	12	12/01/2022
A la Carte	75015	SIGNAL SIDEARM KIT	11	12/01/2022
Fleet 3 Advanced	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	130	07/01/2023
Fleet 3 Advanced	70112	AXON SIGNAL UNIT	130	07/01/2023
Fleet 3 Advanced	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	130	07/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	130	07/01/2023
Fleet 3 Advanced	72036	FLEET 3 STANDARD 2 CAMERA KIT	4	07/01/2023
A la Carte	74074	WI-FI OFFLOAD SERVER, HARDWARE	2	07/01/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	440	12/01/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	440	12/01/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	440	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	440	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	440	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	440	12/01/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100210	VIRTUAL REALITY TABLET REFRESH ONE	3	06/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20373	VIRTUAL REALITY HEADSET REFRESH ONE	9	06/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73309	AXON CAMERA REFRESH ONE	227	06/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73689	MULTI-BAY BWC DOCK 1ST REFRESH	28	06/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	8	06/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	41	06/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	440	12/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	440	12/01/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	440	12/01/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	440	12/01/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73310	AXON CAMERA REFRESH TWO	227	12/01/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73688	MULTI-BAY BWC DOCK 2ND REFRESH	28	12/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	8	12/01/2027
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	41	12/01/2027
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	130	12/01/2027
Fleet 3 Advanced	72040	FLEET REFRESH, 2 CAMERA KIT	4	12/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100165	UNLIMITED 3RD-PARTY STORAGE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	2	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20370	FULL VR TASER 7 ADD-ON USER ACCESS	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73478	REDACTION ASSISTANT USER LICENSE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73618	CITIZEN FOR COMMUNITIES USER LICENSE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73680	RESPOND DEVICE PLUS LICENSE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73681	AXON RECORDS FULL	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73682	AUTO TAGGING LICENSE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73687	EVIDENCE.COM VIEWER LICENSE	2	01/01/2023	12/31/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73739	PERFORMANCE LICENSE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	220	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	85760	Auto-Transcribe Unlimited Service	220	01/01/2023	12/31/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	90	01/01/2023	12/31/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	30	01/01/2023	12/31/2027
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	12	01/01/2023	12/31/2027
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	12	01/01/2023	12/31/2027
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	4	01/01/2023	12/31/2027
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	01/01/2023	12/31/2027
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	25	01/01/2023	12/31/2027
Fleet 3 Advanced	80400	FLEET, VEHICLE LICENSE	130	08/01/2023	12/31/2027
Fleet 3 Advanced	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	130	08/01/2023	12/31/2027
Fleet 3 Advanced	80402	RESPOND DEVICE LICENSE - FLEET 3	130	08/01/2023	12/31/2027
Fleet 3 Advanced	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	260	08/01/2023	12/31/2027
A la Carte	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	2	08/01/2023	12/31/2027

Services

Bundle	Item	Description	QTY
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	220
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Fleet 3 Advanced	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	130
A la Carte	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1
A la Carte	73897	STANDARDS SERVICE, PREMIUM	1
A la Carte	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1
A la Carte	85055	AXON FULL SERVICE	1
A la Carte	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	12

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	9	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	100198	AXON VR CONTROLLER KIT - WARRANTY	3	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	28	01/01/2023	12/31/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	8	01/01/2023	12/31/2027
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	12	01/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	264	12/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	220	12/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	7	12/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	3	12/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	220	12/01/2023	12/31/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	7	12/01/2023	12/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	40	12/01/2023	12/31/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	1	12/01/2023	12/31/2027
Fleet 3 Advanced	80379	EXT WARRANTY, AXON SIGNAL UNIT	130	07/01/2024	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	130	07/01/2024	12/31/2027
Fleet 3 Advanced	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	4	07/01/2024	12/31/2027

Payment Details

Dec 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	220	\$630,695.96	\$46,833.38	\$677,529.34
Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	12	\$0.00	\$0.00	\$0.00
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	12	\$0.00	\$0.00	\$0.00
Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	4	\$0.00	\$0.00	\$0.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$0.00	\$0.00	\$0.00
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	25	\$0.00	\$0.00	\$0.00
Year 1	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	25	\$0.00	\$0.00	\$0.00
Year 1	50294	INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 1	50295	INTERVIEW - SERVER - PRO	2	\$0.00	\$0.00	\$0.00
Year 1	50298	INTERVIEW - CAMERA - OVERT DOME	25	\$0.00	\$0.00	\$0.00
Year 1	50322	INTERVIEW - TOUCH PANEL PRO	12	\$0.00	\$0.00	\$0.00
Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	12	\$0.00	\$0.00	\$0.00
Year 1	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	22	\$0.00	\$0.00	\$0.00
Year 1	73897	STANDARDS SERVICE, PREMIUM	1	\$0.00	\$0.00	\$0.00
Year 1	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	12	\$0.00	\$0.00	\$0.00
Year 1	75015	SIGNAL SIDEARM KIT	11	\$547.80	\$46.56	\$594.36
Year 1	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	12	\$0.00	\$0.00	\$0.00
Year 1	AB3C	AB3 Camera Bundle	220	\$22,045.32	\$1,873.85	\$23,919.17
Year 1	AB3C	AB3 Camera Bundle	40	\$5,592.00	\$475.32	\$6,067.32
Year 1	AB3MBD	AB3 Multi Bay Dock Bundle	36	\$11,080.08	\$941.81	\$12,021.89
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$2,832.00	\$240.72	\$3,072.72
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	40	\$13,440.00	\$1,142.41	\$14,582.41
Year 1	ProLicense	Pro License Bundle	30	\$14,040.00	\$1,193.40	\$15,233.40
Total				\$700,273.16	\$52,747.45	\$753,020.61

Jan 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	85055	AXON FULL SERVICE	1	\$17,000.00	\$1,445.00	\$18,445.00
Invoice Upon Fulfillment	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	1	\$17,000.00	\$0.00	\$17,000.00
Total				\$34,000.00	\$1,445.00	\$35,445.00

Jul 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 Fleet	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$51.00	\$651.00
Year 1 Fleet	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$200.00	\$17.00	\$217.00
Year 1 Fleet	74074	WI-FI OFFLOAD SERVER, HARDWARE	2	\$1,400.00	\$119.00	\$1,519.00
Year 1 Fleet	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	2	\$1,060.00	\$90.10	\$1,150.10
Year 1 Fleet	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	130	\$19,656.00	\$1,670.76	\$21,326.76
Year 1 Fleet	Fleet3A	Fleet 3 Advanced	130	\$286,624.00	\$24,363.02	\$310,987.02
Total				\$309,540.00	\$26,310.88	\$335,850.88

Dec 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	220	\$630,696.01	\$46,833.38	\$677,529.39
Year 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	12	\$0.00	\$0.00	\$0.00
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	12	\$0.00	\$0.00	\$0.00
Year 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	4	\$0.00	\$0.00	\$0.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$0.00	\$0.00	\$0.00
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	25	\$0.00	\$0.00	\$0.00
Year 2	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	25	\$0.00	\$0.00	\$0.00
Year 2	50294	INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 2	50295	INTERVIEW - SERVER - PRO	2	\$0.00	\$0.00	\$0.00
Year 2	50298	INTERVIEW - CAMERA - OVERT DOME	25	\$0.00	\$0.00	\$0.00
Year 2	50322	INTERVIEW - TOUCH PANEL PRO	12	\$0.00	\$0.00	\$0.00
Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	12	\$0.00	\$0.00	\$0.00
Year 2	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	22	\$0.00	\$0.00	\$0.00
Year 2	73897	STANDARDS SERVICE, PREMIUM	1	\$0.00	\$0.00	\$0.00
Year 2	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	12	\$0.00	\$0.00	\$0.00
Year 2	75015	SIGNAL SIDEARM KIT	11	\$547.80	\$46.56	\$594.36
Year 2	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	12	\$0.00	\$0.00	\$0.00
Year 2	AB3C	AB3 Camera Bundle	220	\$22,045.32	\$1,873.85	\$23,919.17
Year 2	AB3C	AB3 Camera Bundle	40	\$5,592.00	\$475.32	\$6,067.32
Year 2	AB3MBD	AB3 Multi Bay Dock Bundle	36	\$11,080.08	\$941.81	\$12,021.89
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$2,832.00	\$240.72	\$3,072.72
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	40	\$13,440.00	\$1,142.41	\$14,582.41
Year 2	ProLicense	Pro License Bundle	30	\$14,040.00	\$1,193.40	\$15,233.40
Total				\$700,273.21	\$52,747.45	\$753,020.66

Jul 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 Fleet	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$51.00	\$651.00
Year 2 Fleet	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$200.00	\$17.00	\$217.00
Year 2 Fleet	74074	WI-FI OFFLOAD SERVER, HARDWARE	2	\$1,400.00	\$119.00	\$1,519.00
Year 2 Fleet	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	2	\$1,060.00	\$90.10	\$1,150.10
Year 2 Fleet	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	130	\$19,656.00	\$1,670.76	\$21,326.76
Year 2 Fleet	Fleet3A	Fleet 3 Advanced	130	\$286,624.00	\$24,363.02	\$310,987.02
Total				\$309,540.00	\$26,310.88	\$335,850.88

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	220	\$630,696.01	\$46,833.38	\$677,529.39
Year 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	12	\$0.00	\$0.00	\$0.00
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	12	\$0.00	\$0.00	\$0.00
Year 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	4	\$0.00	\$0.00	\$0.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$0.00	\$0.00	\$0.00
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	25	\$0.00	\$0.00	\$0.00
Year 3	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	25	\$0.00	\$0.00	\$0.00
Year 3	50294	INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00

Dec 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50295	INTERVIEW - SERVER - PRO	2	\$0.00	\$0.00	\$0.00
Year 3	50298	INTERVIEW - CAMERA - OVERT DOME	25	\$0.00	\$0.00	\$0.00
Year 3	50322	INTERVIEW - TOUCH PANEL PRO	12	\$0.00	\$0.00	\$0.00
Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	12	\$0.00	\$0.00	\$0.00
Year 3	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	22	\$0.00	\$0.00	\$0.00
Year 3	73897	STANDARDS SERVICE, PREMIUM	1	\$0.00	\$0.00	\$0.00
Year 3	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	12	\$0.00	\$0.00	\$0.00
Year 3	75015	SIGNAL SIDEARM KIT	11	\$547.80	\$46.56	\$594.36
Year 3	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	12	\$0.00	\$0.00	\$0.00
Year 3	AB3C	AB3 Camera Bundle	220	\$22,045.32	\$1,873.85	\$23,919.17
Year 3	AB3C	AB3 Camera Bundle	40	\$5,592.00	\$475.32	\$6,067.32
Year 3	AB3MBD	AB3 Multi Bay Dock Bundle	36	\$11,080.08	\$941.81	\$12,021.89
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$2,832.00	\$240.72	\$3,072.72
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	40	\$13,440.00	\$1,142.41	\$14,582.41
Year 3	ProLicense	Pro License Bundle	30	\$14,040.00	\$1,193.40	\$15,233.40
Total				\$700,273.21	\$52,747.45	\$753,020.66

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 Fleet	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$51.00	\$651.00
Year 3 Fleet	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$200.00	\$17.00	\$217.00
Year 3 Fleet	74074	WI-FI OFFLOAD SERVER, HARDWARE	2	\$1,400.00	\$119.00	\$1,519.00
Year 3 Fleet	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	2	\$1,060.00	\$90.10	\$1,150.10
Year 3 Fleet	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	130	\$19,656.00	\$1,670.76	\$21,326.76
Year 3 Fleet	Fleet3A	Fleet 3 Advanced	130	\$286,624.00	\$24,363.02	\$310,987.02
Total				\$309,540.00	\$26,310.88	\$335,850.88

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	220	\$630,696.01	\$46,833.38	\$677,529.39
Year 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	12	\$0.00	\$0.00	\$0.00
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	12	\$0.00	\$0.00	\$0.00
Year 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	4	\$0.00	\$0.00	\$0.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$0.00	\$0.00	\$0.00
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	25	\$0.00	\$0.00	\$0.00
Year 4	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	25	\$0.00	\$0.00	\$0.00
Year 4	50294	INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 4	50295	INTERVIEW - SERVER - PRO	2	\$0.00	\$0.00	\$0.00
Year 4	50298	INTERVIEW - CAMERA - OVERT DOME	25	\$0.00	\$0.00	\$0.00
Year 4	50322	INTERVIEW - TOUCH PANEL PRO	12	\$0.00	\$0.00	\$0.00
Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	12	\$0.00	\$0.00	\$0.00
Year 4	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	22	\$0.00	\$0.00	\$0.00
Year 4	73897	STANDARDS SERVICE, PREMIUM	1	\$0.00	\$0.00	\$0.00
Year 4	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	12	\$0.00	\$0.00	\$0.00
Year 4	75015	SIGNAL SIDEARM KIT	11	\$547.80	\$46.56	\$594.36

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	12	\$0.00	\$0.00	\$0.00
Year 4	AB3C	AB3 Camera Bundle	220	\$22,045.32	\$1,873.85	\$23,919.17
Year 4	AB3C	AB3 Camera Bundle	40	\$5,592.00	\$475.32	\$6,067.32
Year 4	AB3MBD	AB3 Multi Bay Dock Bundle	36	\$11,080.08	\$941.81	\$12,021.89
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$2,832.00	\$240.72	\$3,072.72
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	40	\$13,440.00	\$1,142.41	\$14,582.41
Year 4	ProLicense	Pro License Bundle	30	\$14,040.00	\$1,193.40	\$15,233.40
Total				\$700,273.21	\$52,747.45	\$753,020.66

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 Fleet	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$51.00	\$651.00
Year 4 Fleet	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$200.00	\$17.00	\$217.00
Year 4 Fleet	74074	WI-FI OFFLOAD SERVER, HARDWARE	2	\$1,400.00	\$119.00	\$1,519.00
Year 4 Fleet	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	2	\$1,060.00	\$90.10	\$1,150.10
Year 4 Fleet	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	130	\$19,656.00	\$1,670.76	\$21,326.76
Year 4 Fleet	Fleet3A	Fleet 3 Advanced	130	\$286,624.00	\$24,363.02	\$310,987.02
Total				\$309,540.00	\$26,310.88	\$335,850.88

Dec 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	220	\$630,696.01	\$46,833.38	\$677,529.39
Year 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	12	\$0.00	\$0.00	\$0.00
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	12	\$0.00	\$0.00	\$0.00
Year 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	4	\$0.00	\$0.00	\$0.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	4	\$0.00	\$0.00	\$0.00
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	25	\$0.00	\$0.00	\$0.00
Year 5	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	25	\$0.00	\$0.00	\$0.00
Year 5	50294	INTERVIEW - SERVER - LITE	2	\$0.00	\$0.00	\$0.00
Year 5	50295	INTERVIEW - SERVER - PRO	2	\$0.00	\$0.00	\$0.00
Year 5	50298	INTERVIEW - CAMERA - OVERT DOME	25	\$0.00	\$0.00	\$0.00
Year 5	50322	INTERVIEW - TOUCH PANEL PRO	12	\$0.00	\$0.00	\$0.00
Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	12	\$0.00	\$0.00	\$0.00
Year 5	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	22	\$0.00	\$0.00	\$0.00
Year 5	73897	STANDARDS SERVICE, PREMIUM	1	\$0.00	\$0.00	\$0.00
Year 5	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	12	\$0.00	\$0.00	\$0.00
Year 5	75015	SIGNAL SIDEARM KIT	11	\$547.80	\$46.56	\$594.36
Year 5	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	12	\$0.00	\$0.00	\$0.00
Year 5	AB3C	AB3 Camera Bundle	220	\$22,045.32	\$1,873.85	\$23,919.17
Year 5	AB3C	AB3 Camera Bundle	40	\$5,592.00	\$475.32	\$6,067.32
Year 5	AB3MBD	AB3 Multi Bay Dock Bundle	36	\$11,080.08	\$941.81	\$12,021.89
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	\$2,832.00	\$240.72	\$3,072.72
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	40	\$13,440.00	\$1,142.41	\$14,582.41
Year 5	ProLicense	Pro License Bundle	30	\$14,040.00	\$1,193.40	\$15,233.40
Total				\$700,273.21	\$52,747.45	\$753,020.66

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 Fleet	100159	FLEET 3 - ALPR - API INTEGRATION SERVICES	1	\$600.00	\$51.00	\$651.00
Year 5 Fleet	74066	FLEET INSTALLATION, WI-FI OFFLOAD SERVER	1	\$200.00	\$17.00	\$217.00
Year 5 Fleet	74074	WI-FI OFFLOAD SERVER, HARDWARE	2	\$1,400.00	\$119.00	\$1,519.00
Year 5 Fleet	80218	WI-FI OFFLOAD, SOFTWARE LICENSE MAINTENANCE	2	\$1,060.00	\$90.10	\$1,150.10
Year 5 Fleet	80462	FLEET 3 ADVANCED BUNDLE WITH TAP TRUE UP	130	\$19,656.00	\$1,670.76	\$21,326.76
Year 5 Fleet	Fleet3A	Fleet 3 Advanced	130	\$286,624.00	\$24,363.02	\$310,987.02
Total				\$309,540.00	\$26,310.88	\$335,850.88

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 in the City of Vancouver Purchase Agreement #C-101024 for Vancouver Police Department Camera System, 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

9/15/2022



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.)?	



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 7 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 7 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**

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 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; and (c) a dispute between Agency and a third-party over Agency's use 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. 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 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.

Title: Master Services and Purchasing Agreement for Agency

Department: Legal

Version: 14.0

Release Date: 3/10/2022



Master Services and Purchasing Agreement for Agency

- 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. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Vancouver Police Department
Attn:
Street Address: 605 E. Evergreen Blvd
City, State, Zip: Vancouver, WA 98661
Email:

- 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:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Vancouver Police Department

Signature: _____

Name: _____

Title: _____

Date: _____



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. “**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.
- 1.2. “**Evidence**” is media or multimedia uploaded into Axon Evidence as ‘evidence’ by an Agency. Evidence is a subset of Agency Content.
- 1.3. “**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.
- 1.4. “**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.
 - 5.1. 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.
 - 5.2. 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.



Master Services and Purchasing Agreement for Agency

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.
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.
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.
 - 12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. 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.
 - 12.3. 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.
 - 12.4. 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.
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:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. 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;



Master Services and Purchasing Agreement for Agency

- 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6. 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 Cloud Services; or
- 13.7. 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.



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

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to 4 consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than 4 consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration <ul style="list-style-type: none">• Instructor-led setup of Axon View on smartphones (if applicable)• Configure categories and custom roles based on Agency need• Register cameras to Agency domain• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access• One on-site session included
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Docks and set configurations on Dock• Authenticate Dock with Axon Evidence using admin credentials from Agency• On-site assistance, not to include physical mounting of docks
Best practice implementation planning session <ul style="list-style-type: none">• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies• Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management• Provide referrals of other agencies using the Axon camera devices and Axon Evidence• Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) <ul style="list-style-type: none">• Instructor-led setup of Axon View on smartphones (if applicable)• Configure categories & custom roles based on Agency need



Master Services and Purchasing Agreement for Agency

<ul style="list-style-type: none">• Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
/Dock configuration <ul style="list-style-type: none">• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock• Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency• Does not include physical mounting of docks
Axon instructor training (Train the Trainer) <p>Training for Agency’s in-house instructors who can support Agency’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
End user go-live training and support sessions <ul style="list-style-type: none">• Assistance with device set up and configuration• Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration <ul style="list-style-type: none">• Configure Axon Evidence categories & custom roles based on Agency need.• Troubleshoot IT issues with Axon Evidence.• Register users and assign roles in Axon Evidence.• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
Best practice implementation planning session to include: <ul style="list-style-type: none">• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies• Discuss the importance of entering metadata and best practices for digital data management• Provide referrals to other agencies using TASER CEWs and Axon Evidence• For the CEW Full Service Package: On-site assistance included• For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions <p>On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
Axon Evidence Instructor training <ul style="list-style-type: none">• Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.• For the CEW Full Service Package: Training for up to 3 individuals at Agency• For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment <p>Axon’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
Post go-live review <p>For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs <p>Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
--



Master Services and Purchasing Agreement for Agency

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.
Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

8. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional 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 the charges or schedule.
9. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
10. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized 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.
11. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
12. **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
13. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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 change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. 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

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.