

**AMENDMENT THREE TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AXON ENTERPRISE INC**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this 12th day of December, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Axon Enterprise Inc., hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement (Resolution No. 7628) for the provision of body-worn cameras, in-car cameras, and digital evidence management services dated December 4, 2018 (the "Agreement"); and

WHEREAS, in March 2022, Amendment One to the Agreement was approved which included annual evidence management system fees for six Axon Aircs (unmanned aerial vehicles) purchased by the Sheriff's Office; and

WHEREAS, in November 2023, Amendment Two to the Agreement was approved which increased the not to exceed amount of the contract to **\$3,991,160.64**; and

WHEREAS, County and Contractor entered into an agreement dated March 24, 2020 (Agreement No. 30000-19-R077386) to provide and support next generation Tasers for the Sheriff's Office in amount of \$922,111 and term ending June 30, 2025; and

WHEREAS, County and Contractor entered into an agreement dated June 1, 2020 (Agreement No. 30000-19-D360) to install and the Axon Interview Recording Platform in two Detective Bureau interview rooms in an amount of \$63,399.07; and

WHEREAS, the parties wish to further amend the Agreement to extend the term by five years, increase the amount by \$12,221,976.89, terminate Agreement Nos. 30000-19-R077386 & 30000-19-D360 and revise the scope of work to incorporate the products and services previously included Agreements Nos. 30000-19-R077386 & 30000-19-D360 and expand in scope and term the products and services provided by the Agreement and Agreements Nos. 30000-19-R077386 & 30000-19-D360; and

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Paragraph 3, Payments, of the agreement is amended to read as follows:

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **Sixteen Million Two Hundred Thirteen Thousand One Hundred Thirty-Seven Dollars and Fifty-Three Cents (\$16,213,137.53)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Paragraph 4, Term, of the agreement is amended to read as follows:

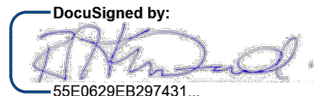
4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 1, 2019**, through **March 14, 2029**.

3. "Exhibit A – Master Services and Purchasing Agreement", is hereby deleted in its entirety and replaced with "Exhibit A – Master Services and Purchasing Agreement (Revised November 2023)", attached hereto and incorporated by reference.
4. "Exhibit A-1 – Special Insurance Requirements", is hereby added to the Agreement, attached hereto and incorporated by reference.
5. "Exhibit B", is hereby deleted in its entirety and replaced with "Exhibit B (Revised November 2023)", attached hereto and incorporated by reference.
6. Agreements Nos. 30000-19-R077386 & 30000-19-D360 are hereby extinguished in their entirety by mutual agreement of the parties. However, the products and services provided by those agreements will continue uninterrupted as the products and services are included and expanded by this Amendment.
7. All other terms and conditions of the agreement dated December 4, 2018, between the County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: AXON ENTERPRISE, INC.

DocuSigned by:

55E0629EB297431

11/27/2023 | 2:59 PM PST

Robert Driscoll

Contractor Signature

Date

Contractor Name (please print)

For County:

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A
Master Services and Purchasing Agreement
(Revised November 2023)

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and San Mateo County Sheriff's Office (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

1 Term. This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 Definitions.
"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Policies" means the Trademark Use Guidelines, all restrictions described on the Axon website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Services" means all services provided by Axon pursuant to this Agreement.

3 Payment Terms. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5 **Shipping: Title: Risk of Loss: Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for all freight charges. Shipping dates are estimates only.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
- 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 7.2 **Warranty Limitations.**
- 7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.
- 7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.
- 7.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory. This limitation in this provision does not apply to third party claims brought against Party that are based on the acts or omissions of Axon or to Axon's duty to indemnify Agency against third party claims as further described in Section 11- Indemnification.

- 7.3 Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 7.3.1** For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.
- 7.3.2** Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.
- 7.3.3** A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.
- 8 Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.
- 9 Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 10** Intentionally Omitted.
- 11 IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.
- 12 Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency's internal policy on use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.
- 13 Termination.**
- 13.1 By Either Party.** Axon may terminate for cause upon 30 days advance notice to the Agency if there is any material default or breach of this Agreement by the Agency, unless the Agency cures the material default or breach within the 30-day notice period. Notwithstanding the above, County's contract shall control in the event of a conflict regarding Axon's termination rights. .
- 13.2 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software

Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. In general, the MSRP value is paid for products received on a prorated basis for the duration of the 5-year contract at a rate of approximately 20% per year.

14 **General.**

14.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. In the event that a Public Records Act request is made for material designated as Confidential by Axon, Agency will notify Axon of that request and give Axon a reasonable period of time to seek a protective Order prior to making a disclosure. In no event with Agency be responsible for taking legal action to protect Axon's Confidential material.

14.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

14.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

14.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

14.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, 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.

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

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

Regulation Supplement.

14.8 Import and Export Compliance. In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

14.9 No Waivers. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

14.10 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement.

15. Special Insurance Requirements

15.1 The following Special Insurance Requirements – Cyber Liability are hereby added to the Agreement:

- **Privacy and Network Security:**
During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.
- **Technology Errors and Omissions:**
During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
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Evidence.com Terms of Use Appendix

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

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

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user’s access to Agency Content and the Evidence.com Services.

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

4 Evidence.com Data Security.

4.1. Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

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

5 Axon’s Support. Axon will make available updates as released by Axon to the Evidence.com

Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 6 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 7 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited [Evidence.com](#) License, unlimited data may be stored in the Agency's [Evidence.com](#) account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.
- 8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:
 - 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the

Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

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

Professional Services Appendix

1 **Professional Services Term.** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

2.1. The Axon Starter Package includes one day of on-site services and a Project Manager that will work closely with the Agency to meet all contract deliverables. If more than one (1) day of on-site services is needed, additional on-site assistance is available for \$2,000 per day. The Axon Starter Package includes the options listed below:

System set up and configuration <ul style="list-style-type: none"> • Setup Axon Mobile on smart phones (if applicable). • Configure categories & custom roles based on Agency need. • Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. • Work with IT to install Evidence Sync software on locked-down computers (if applicable). • Virtual assistance included.
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. • Authenticate Dock with Evidence.com using "Administrator" credentials from Agency. • Virtual assistance included.
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations.
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, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

The Axon body camera Virtual Starter package includes all items in the Axon Starter Package, except one day of on-site services.

3 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope. Additional training days may be added on to any service package for additional fees set forth in the Quote.

4 **Delivery of Services.**

4.1. **Hours and Travel.** Axon personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays, unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe, unless otherwise agreed to by the Parties in advance. Travel time by Axon personnel to Agency premises will not be charged as work hours performed.

4.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

5 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes Axon to access relevant Agency computers and network systems, solely for performing the

Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

- 6 **Site Preparation and Installation.** Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.
- 7 **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 7 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 8 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data, even if such damage, loss, or corruption is due to Axon's negligence. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; and (ii) any assistance provided by Axon under this Section is without warranty, express or implied

TASER Assurance Plan Appendix

The TASER Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of Ultimate and Unlimited Licenses, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the Axon Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on an Axon Product. TAP for the Axon cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option. The Agency may not buy a new TAP for the replacement Product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and is obligated to pay to Axon the MSRP then in effect for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **TAP Upgrade Models.** Any Products replaced within the 6 months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the Products to Axon or Axon will deactivate the serial numbers for the Products received by the Agency. In the case of Axon cameras, the Agency may keep the original Products only if the Agency purchases additional Evidence.com licenses for the Axon camera Products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will be provided in year 3 if the Agency purchased 3 years of Evidence.com Services with Ultimate Licenses or Unlimited Licenses, or TAP as a stand-alone service, and all payments are made; or (ii) 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins if the Agency purchased 5 years of Evidence.com Services with an Ultimate License or Unlimited Licenses, OSP, or TAP as a stand-alone service, and made all TAP payments.

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

4.1.1. If the Agency purchased TAP for Axon cameras as a stand-alone service, then

Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

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

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

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

- 5.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
5.2. Axon will not and has no obligation to provide the free Upgrade Models.
5.3. The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
5.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

Axon Integration Services Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.

- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the [Evidence.com](#) Service to interact with the Agency's Computer-Aided Dispatch (CAD) and Records Management Systems (RMS), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the [Evidence.com](#) Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

- 3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

- 4 **Delivery of Integration Services.**
 - 4.1. **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the [Evidence.com](#) Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.
 - 4.2. **Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.
 - 4.3. **Warranty.** Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

- 5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:
 - 5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
 - 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
 - 5.3. Subject to any background checks required by County, Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
 - 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;

- 5.5. Promptly installing and implementing any and all software updates provided by Axon;
- 5.6. Ensuring that all appropriate data backups are performed;
- 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 5.8. Providing Axon with remote access to the Agency's [Evidence.com](https://evidence.com) account when required for Axon to perform the Integration Services;
- 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6. **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to 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.

Axon Fleet Appendix

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.

- 2 **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change.

- 3 **CradlePoint.** If the Agency purchases CradlePoint Enterprise Cloud Manager, the Agency is responsible for complying with the CradlePoint end user license agreement. The Agency acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The Agency further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the Agency requires support for its CradlePoint hardware, the Agency will contact CradlePoint directly.

- 4 **Statement of Work.** If the Agency has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**) attached to this Appendix will detail Axon's deliverables to the Agency with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.

- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.
 - 5.1. If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 5.2. Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.
 - 5.3. If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

- 6 **Fleet Wireless Offload Service.**
 - 6.1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in

this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.

- 6.2. License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
- 6.3. License Restrictions.** The Agency may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet 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 Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.
- 6.4. Updates.** If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.
- 6.5. Fleet WOS Support.** If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

- 7. Axon Fleet Unlimited Storage.** For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

- 8. Axon Fleet Unlimited.** Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

- 9. Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:
 - 9.1.** Axon Fleet Unlimited coverage will 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 free Axon Fleet Upgrade Models.

- 9.3.** The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 9.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

TASER 10 Appendix

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

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

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

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
Apollo Grant (US only). If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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 (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if 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 the 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.

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.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.
- 1.2. **"API Interface"** means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Agency's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. Agency Responsibilities. When using API Service, Agency and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

- 4.11. disclose Axon's API manual.
5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:
 - 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:
 - 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

Axon Channel Services Appendix

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

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

- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Investigate Appendix

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

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

the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

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

My90 Terms of Use Appendix

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
- 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.
- 1.3. **"Agency Data"** means
 - 1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
- 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
- 1.5. **"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.
- 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
3. **IP address.** Axon will not store survey respondents' IP address.
4. **Agency Owns My90 Agency Content.** Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.
9. **Required Disclosures.** Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and

make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response.** Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Agency Content.** With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.
15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Agency is responsible for:
 - 18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Agency will:

- 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
- 19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and
- 19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. Agency Responsibilities. Agency is responsible for:

- 20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;
- 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and
- 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations 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 My90 Agency Content or if account information is lost or stolen.

21. Suspension. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, 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, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. 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 My90; or
- 22.7. use My90 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.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integrations into information systems including Computer Aided Dispatch ("CAD"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

Exhibit A-1
Special Insurance Requirements

1. The following Special Insurance Requirements – Cyber Liability are hereby added to the Agreement:
- 1.1. If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.
- 1.1.1. Privacy and Network Security
- During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor’s network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor’s electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.
- 1.1.2. Technology Errors and Omissions
- During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

Cyber Liability	\$5,000,000 per occurrence for Privacy and Network Security, \$1,000,000 per occurrence for Technology Errors and Omissions To be carried at all times during the term of the Contract and for three years thereafter.
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Exhibit B (Revised November 2023)

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:



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

Q-527311-45244.706CM

Issued: 11/14/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 02/15/2024

Account Number: 113228

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
400 County Ctr 400 County Ctr Redwood City, CA 94063-1662 USA	San Mateo County Sheriff's Office - HQ 400 County Ctr Redwood City CA 94063-1662 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Morton Phone: +1 2063106165 Email: cmorton@axon.com Fax:	Kimberly Honciano Phone: (650) 599-1711 Email: khonciano@smcgov.org Fax:

Quote Summary

Program Length	61 Months
TOTAL COST	\$10,438,924.52
ESTIMATED TOTAL W/ TAX	\$10,744,197.56

Discount Summary

Average Savings Per Year	\$952,024.85
TOTAL SAVINGS	\$4,839,459.64

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$2,042,642.42	\$57,120.26	\$2,099,762.68
Jun 2024	\$45,142.50	\$4,457.84	\$49,600.34
Feb 2025	\$2,087,784.90	\$60,923.72	\$2,148,708.62
Feb 2026	\$2,087,784.90	\$60,923.72	\$2,148,708.62
Feb 2027	\$2,087,784.90	\$60,923.72	\$2,148,708.62
Feb 2028	\$2,087,784.90	\$60,923.78	\$2,148,708.68
Total	\$10,438,924.52	\$305,273.04	\$10,744,197.56

Quote Unbundled Price:	\$15,278,384.16
Quote List Price:	\$12,491,656.44
Quote Subtotal:	\$10,438,924.52

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									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$12,883.13)	(\$12,883.13)	\$0.00	(\$12,883.13)
73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	12	4		\$23.30	\$5.22	\$250.68	\$24.73	\$275.41
101027	TRANSFER CREDIT - GOODS CEW	1			\$1.00	\$110,748.19	\$110,748.19	\$0.00	\$110,748.19
OSP10 Prem	Officer Safety Plan 10 Premium	350	60	\$405.79	\$323.90	\$316.78	\$6,652,380.00	\$217,531.58	\$6,869,911.58
Unlim10 Prem	Unlimited10 Premium Bundle	245	60	\$322.28	\$259.98	\$233.58	\$3,433,626.00	\$72,110.03	\$3,505,736.03
T00001	AB4 FLEX POV TAP BUNDLE	12	56	\$7.05	\$7.04	\$7.04	\$4,730.88	\$354.87	\$5,085.75
TapTablet	VR Tablet TAP Bundle	2	60	\$22.10	\$23.39	\$0.00	\$0.00	\$0.00	\$0.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	60	\$15.31	\$11.92	\$11.92	\$1,430.40	\$78.11	\$1,508.51
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	65	60	\$73.37	\$34.66	\$34.66	\$135,174.00	\$10,715.88	\$145,889.88
A la Carte Hardware									
100775	AB4 MAGNETIC DISCONNECT CABLE	611			\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	12	56		\$249.00	\$4.45	\$2,988.00	\$295.07	\$3,283.07
VRCKT10	VR Controller Kit (T10)	2	60		\$5,634.88	\$0.00	\$0.00	\$0.00	\$0.00
H00003	AB4 1-Bay Dock Bundle	2	56		\$229.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	140	56		\$3,277.80	\$1.05	\$8,194.50	\$809.22	\$9,003.72
H00001	AB4 Camera Bundle	595	56		\$1,698.00	\$1.02	\$33,960.00	\$3,353.55	\$37,313.55
A la Carte Software									
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	160	1		\$17.00	\$0.00	\$0.00	\$0.00	\$0.00
73682	AUTO TAGGING LICENSE	537	1		\$9.00	\$0.00	\$0.00	\$0.00	\$0.00
80400	FLEET, VEHICLE LICENSE	80	1		\$20.00	\$0.00	\$0.00	\$0.00	\$0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	555	1		\$24.00	\$0.00	\$0.00	\$0.00	\$0.00
100112	AXON AIR, E.COM PILOT DATA LIC	6	1		\$30.00	\$0.00	\$0.00	\$0.00	\$0.00
100626	INVESTIGATE PRO LICENSE	30	61		\$21.74	\$0.00	\$0.00	\$0.00	\$0.00
100678	INVESTIGATE PRO USB DONGLE	30	61		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	580	1		\$39.00	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	25	60		\$42.31	\$42.25	\$63,375.00	\$0.00	\$63,375.00
A la Carte Services									
99901	ACCELERATE CONFERENCE REGISTRATION	6			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
100337	INVESTIGATE EXAMINER TRAINING	30			\$595.00	\$0.00	\$0.00	\$0.00	\$0.00
100336	INVESTIGATE OPERATOR TRAINING	30			\$395.00	\$0.00	\$0.00	\$0.00	\$0.00
85055	AXON FULL SERVICE	1			\$26,775.00	\$0.00	\$0.00	\$0.00	\$0.00
20379	VR 1-DAY SERVICE	1			\$4,950.00	\$4,950.00	\$4,950.00	\$0.00	\$4,950.00
Total							\$10,438,924.52	\$305,273.04	\$10,744,197.56

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Officer Safety Plan 10 Premium	100126	AXON VR TACTICAL BAG	5	02/15/2024
Officer Safety Plan 10 Premium	100390	TASER 10 HANDLE, YLW, CLASS 3R	350	02/15/2024
Officer Safety Plan 10 Premium	100390	TASER 10 HANDLE, YLW, CLASS 3R	11	02/15/2024
Officer Safety Plan 10 Premium	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	350	02/15/2024
Officer Safety Plan 10 Premium	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	11	02/15/2024
Officer Safety Plan 10 Premium	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	12	02/15/2024
Officer Safety Plan 10 Premium	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	14	02/15/2024
Officer Safety Plan 10 Premium	100396	TASER 10 INERT MAGAZINE RED	12	02/15/2024
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	7000	02/15/2024
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	2100	02/15/2024
Officer Safety Plan 10 Premium	100401	TASER 10 INERT CARTRIDGE	140	02/15/2024
Officer Safety Plan 10 Premium	100611	TASER 10 SAFARILAND HOLSTER, RH	310	02/15/2024
Officer Safety Plan 10 Premium	100613	TASER 10 SAFARILAND HOLSTER, LH	40	02/15/2024
Officer Safety Plan 10 Premium	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	02/15/2024
Officer Safety Plan 10 Premium	100681	SIGNAL SIDEARM, SENSOR ONLY	350	02/15/2024
Officer Safety Plan 10 Premium	100748	TASER 10 VR CONTROLLER	5	02/15/2024
Officer Safety Plan 10 Premium	100862	VR - PLACEHOLDER - SIDEARM CONTROLLER	5	02/15/2024
Officer Safety Plan 10 Premium	100921	VR - PLACEHOLDER - HOLSTER T10 CONTROLLER	5	02/15/2024
Officer Safety Plan 10 Premium	20018	TASER BATTERY PACK, TACTICAL	350	02/15/2024
Officer Safety Plan 10 Premium	20018	TASER BATTERY PACK, TACTICAL	60	02/15/2024
Officer Safety Plan 10 Premium	20018	TASER BATTERY PACK, TACTICAL	11	02/15/2024
Officer Safety Plan 10 Premium	20296	VR TABLET	5	02/15/2024
Officer Safety Plan 10 Premium	20297	VR TABLET CASE	5	02/15/2024
Officer Safety Plan 10 Premium	20378	HTC FOCUS 3 VR HEADSET	14	02/15/2024
Officer Safety Plan 10 Premium	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	02/15/2024
Officer Safety Plan 10 Premium	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	02/15/2024
Officer Safety Plan 10 Premium	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	700	02/15/2024
Officer Safety Plan 10 Premium	74200	TASER 6-BAY DOCK AND CORE	4	02/15/2024
Officer Safety Plan 10 Premium	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	5	02/15/2024
Officer Safety Plan 10 Premium	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	5	02/15/2024
Unlimited10 Premium Bundle	100126	AXON VR TACTICAL BAG	4	02/15/2024
Unlimited10 Premium Bundle	100681	SIGNAL SIDEARM, SENSOR ONLY	245	02/15/2024
Unlimited10 Premium Bundle	100748	TASER 10 VR CONTROLLER	4	02/15/2024
Unlimited10 Premium Bundle	100862	VR - PLACEHOLDER - SIDEARM CONTROLLER	4	02/15/2024
Unlimited10 Premium Bundle	100921	VR - PLACEHOLDER - HOLSTER T10 CONTROLLER	4	02/15/2024
Unlimited10 Premium Bundle	20296	VR TABLET	4	02/15/2024
Unlimited10 Premium Bundle	20297	VR TABLET CASE	4	02/15/2024
Unlimited10 Premium Bundle	20378	HTC FOCUS 3 VR HEADSET	10	02/15/2024
Unlimited10 Premium Bundle	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	490	02/15/2024
VR Controller Kit (T10)	100126	AXON VR TACTICAL BAG	2	02/15/2024

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
VR Controller Kit (T10)	100748	TASER 10 VR CONTROLLER	2	02/15/2024
VR Controller Kit (T10)	100862	VR - PLACEHOLDER - SIDEARM CONTROLLER	2	02/15/2024
VR Controller Kit (T10)	100921	VR - PLACEHOLDER - HOLSTER T10 CONTROLLER	2	02/15/2024
VR Controller Kit (T10)	20296	VR TABLET	2	02/15/2024
VR Controller Kit (T10)	20297	VR TABLET CASE	2	02/15/2024
A la Carte	100775	AB4 MAGNETIC DISCONNECT CABLE	611	02/15/2024
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - 1 BAY DOCK	2	06/15/2024
AB4 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	2	06/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	555	06/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	40	06/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - NA - US FIRST RESPONDER - BLK - RAPIDLOCK	19	06/15/2024
AB4 Camera Bundle	100466	USB-C to USB-C CABLE FOR AB4	655	06/15/2024
AB4 Camera Bundle	71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK	655	06/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100200	AB4 FLEX POV MODULE	12	06/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 POV C-CLIP	12	06/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100855	AXON BODY 4 POV EPAULETTE MOUNT	14	06/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100958	AB4 FLEX POV MODULE CABLE 48 IN.	12	06/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	135	06/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	06/15/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	135	06/15/2024
AB4 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	06/15/2024
AB4 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	140	06/15/2024
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	700	02/15/2025
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	2100	02/15/2025
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	700	02/15/2026
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	2100	02/15/2026
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	65	08/15/2026
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	2	08/15/2026
Officer Safety Plan 10 Premium	100210	VIRTUAL REALITY TABLET REFRESH ONE	5	08/15/2026
Officer Safety Plan 10 Premium	20373	VIRTUAL REALITY HEADSET REFRESH ONE	14	08/15/2026
Officer Safety Plan 10 Premium	73309	AXON CAMERA REFRESH ONE	361	08/15/2026
Officer Safety Plan 10 Premium	73689	MULTI-BAY BWC DOCK 1ST REFRESH	44	08/15/2026
Unlimited10 Premium Bundle	100210	VIRTUAL REALITY TABLET REFRESH ONE	4	08/15/2026
Unlimited10 Premium Bundle	20373	VIRTUAL REALITY HEADSET REFRESH ONE	10	08/15/2026
Unlimited10 Premium Bundle	73309	AXON CAMERA REFRESH ONE	253	08/15/2026
Unlimited10 Premium Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	31	08/15/2026
VR Tablet TAP Bundle	100210	VIRTUAL REALITY TABLET REFRESH ONE	2	08/15/2026
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	700	02/15/2027
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	2100	02/15/2027
Officer Safety Plan 10 Premium	100399	TASER 10 LIVE CARTRIDGE	700	02/15/2028
Officer Safety Plan 10 Premium	100400	TASER 10 HALT CARTRIDGE	2100	02/15/2028
AB4 FLEX POV TAP BUNDLE	100976	AB4 FLEX POV REFRESH ONE	12	02/15/2029
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	65	02/15/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	2	02/15/2029
Officer Safety Plan 10 Premium	73310	AXON CAMERA REFRESH TWO	361	02/15/2029
Officer Safety Plan 10 Premium	73688	MULTI-BAY BWC DOCK 2ND REFRESH	44	02/15/2029
Unlimited10 Premium Bundle	73310	AXON CAMERA REFRESH TWO	253	02/15/2029

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Unlimited10 Premium Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	31	02/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	1740	02/15/2024	03/15/2024
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	580	02/15/2024	03/15/2024
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	6	02/15/2024	03/15/2024
A la Carte	100626	INVESTIGATE PRO LICENSE	30	02/15/2024	03/14/2029
A la Carte	100678	INVESTIGATE PRO USB DONGLE	30	02/15/2024	03/14/2029
A la Carte	73682	AUTO TAGGING LICENSE	537	02/15/2024	03/15/2024
A la Carte	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	555	02/15/2024	03/15/2024
A la Carte	80400	FLEET, VEHICLE LICENSE	80	02/15/2024	03/15/2024
A la Carte	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	160	02/15/2024	03/15/2024
Officer Safety Plan 10 Premium	100165	UNLIMITED 3RD-PARTY STORAGE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	100590	MY90 LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	100801	RECORDS OSP	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	20248	TASER 7 EVIDENCE.COM LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	20248	TASER 7 EVIDENCE.COM LICENSE	2	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	20370	FULL VR TASER 7 ADD-ON USER ACCESS	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73478	REDACTION ASSISTANT USER LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73618	AXON COMMUNITY REQUEST+ LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73638	STANDARDS ACCESS LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73680	RESPOND DEVICE PLUS LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73682	AUTO TAGGING LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73739	PERFORMANCE LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	350	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE	3	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	85760	Auto-Transcribe Unlimited Service	350	03/15/2024	03/14/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	75	03/15/2024	03/14/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	25	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	100165	UNLIMITED 3RD-PARTY STORAGE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	100590	MY90 LICENSE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	100801	RECORDS OSP	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	20370	FULL VR TASER 7 ADD-ON USER ACCESS	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73478	REDACTION ASSISTANT USER LICENSE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73618	AXON COMMUNITY REQUEST+ LICENSE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73638	STANDARDS ACCESS LICENSE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73680	RESPOND DEVICE PLUS LICENSE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73682	AUTO TAGGING LICENSE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73739	PERFORMANCE LICENSE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	245	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	03/15/2024	03/14/2029
Unlimited10 Premium Bundle	85760	Auto-Transcribe Unlimited Service	245	03/15/2024	03/14/2029

Services

Bundle	Item	Description	QTY
Officer Safety Plan 10 Premium	100105	MY90 SETUP	1
Officer Safety Plan 10 Premium	100751	TASER 10 DUTY CARTRIDGE REPLACEMENT ACCESS PROGRAM	350
Officer Safety Plan 10 Premium	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	350
Officer Safety Plan 10 Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	5
Officer Safety Plan 10 Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	15
Officer Safety Plan 10 Premium	80190	Evidence.com Channel Services	3
Unlimited10 Premium Bundle	100105	MY90 SETUP	1
Unlimited10 Premium Bundle	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	245
A la Carte	100336	INVESTIGATE OPERATOR TRAINING	30
A la Carte	100337	INVESTIGATE EXAMINER TRAINING	30
A la Carte	20379	VR 1-DAY SERVICE	1
A la Carte	85055	AXON FULL SERVICE	1
A la Carte	99901	ACCELERATE CONFERENCE REGISTRATION	6

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)	65	03/15/2024	03/14/2029
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	2	03/15/2024	03/14/2029
Officer Safety Plan 10 Premium	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	14	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	5	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	100704	EXT WARRANTY, TASER 10 HANDLE	350	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	100704	EXT WARRANTY, TASER 10 HANDLE	11	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	350	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	60	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	11	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	4	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	80464	EXT WARRANTY, CAMERA (TAP)	350	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	80464	EXT WARRANTY, CAMERA (TAP)	11	02/15/2025	03/14/2029
Officer Safety Plan 10 Premium	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	44	02/15/2025	03/14/2029
Unlimited10 Premium Bundle	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	10	02/15/2025	03/14/2029
Unlimited10 Premium Bundle	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	4	02/15/2025	03/14/2029
Unlimited10 Premium Bundle	80464	EXT WARRANTY, CAMERA (TAP)	245	02/15/2025	03/14/2029
Unlimited10 Premium Bundle	80464	EXT WARRANTY, CAMERA (TAP)	8	02/15/2025	03/14/2029
Unlimited10 Premium Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	31	02/15/2025	03/14/2029
VR Tablet TAP Bundle	100213	VIRTUAL REALITY TABLET - HARDWARE WARRANTY	2	02/15/2025	03/14/2029
AB4 FLEX POV TAP BUNDLE	100945	EXT WARRANTY, AB4 FLEX POV MODULE	12	06/15/2025	03/14/2029

Payment Details

Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware + GAP Coverage + PSO	100112	AXON AIR, E.COM PILOT DATA LIC	6	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	100336	INVESTIGATE OPERATOR TRAINING	30	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	100337	INVESTIGATE EXAMINER TRAINING	30	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	100626	INVESTIGATE PRO LICENSE	30	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	100678	INVESTIGATE PRO USB DONGLE	30	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	20379	VR 1-DAY SERVICE	1	\$4,950.00	\$0.00	\$4,950.00
Upfront Hardware + GAP Coverage + PSO	73682	AUTO TAGGING LICENSE	537	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	555	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	80400	FLEET, VEHICLE LICENSE	80	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	160	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	85055	AXON FULL SERVICE	1	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	99901	ACCELERATE CONFERENCE REGISTRATION	6	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	ProLicense	Pro License Bundle	580	\$0.00	\$0.00	\$0.00
Upfront Hardware + GAP Coverage + PSO	VRCKT10	VR Controller Kit (T10)	2	\$0.00	\$0.00	\$0.00
VR Licensing - Year 1	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$58,118.20	\$5,739.17	\$63,857.37
VR Licensing - Year 1	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$41,189.40	\$4,067.45	\$45,256.85
Year 1	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	12	\$47.11	\$4.65	\$51.76
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	65	\$25,401.21	\$2,013.67	\$27,414.88
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$268.79	\$14.68	\$283.47
Year 1	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$1,195,475.36	\$35,485.06	\$1,230,960.42
Year 1	ProLicense	Pro License Bundle	25	\$11,909.11	\$0.00	\$11,909.11
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	12	\$889.01	\$66.69	\$955.70
Year 1	TapTablet	VR Tablet TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 1	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$606,529.17	\$9,728.89	\$616,258.06
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$12,883.13)	\$0.00	(\$12,883.13)
Invoice Upon Fulfillment	101027	TRANSFER CREDIT - GOODS CEW	1	\$110,748.19	\$0.00	\$110,748.19
Total				\$2,042,642.42	\$57,120.26	\$2,099,762.68

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront AB4 Hardware	100775	AB4 MAGNETIC DISCONNECT CABLE	611	\$0.00	\$0.00	\$0.00
Upfront AB4 Hardware	H00001	AB4 Camera Bundle	595	\$33,960.00	\$3,353.55	\$37,313.55
Upfront AB4 Hardware	H00002	AB4 Multi Bay Dock Bundle	140	\$8,194.50	\$809.22	\$9,003.72
Upfront AB4 Hardware	H00003	AB4 1-Bay Dock Bundle	2	\$0.00	\$0.00	\$0.00
Upfront AB4 Hardware	H00004	AB4 FLEX POV HARDWARE BUNDLE	12	\$2,988.00	\$295.07	\$3,283.07
Total				\$45,142.50	\$4,457.84	\$49,600.34

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Licensing - Year 2	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$58,118.20	\$5,739.17	\$63,857.37
VR Licensing - Year 2	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$41,189.40	\$4,067.45	\$45,256.85
Year 2	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	12	\$50.89	\$5.02	\$55.91
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	65	\$27,443.19	\$2,175.55	\$29,618.74
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$290.40	\$15.85	\$306.25
Year 2	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$1,291,578.42	\$38,337.65	\$1,329,916.07
Year 2	ProLicense	Pro License Bundle	25	\$12,866.47	\$0.00	\$12,866.47
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	12	\$960.47	\$72.05	\$1,032.52
Year 2	TapTablet	VR Tablet TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 2	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$655,287.46	\$10,510.98	\$665,798.44
Total				\$2,087,784.90	\$60,923.72	\$2,148,708.62

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Licensing - Year 3	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$58,118.20	\$5,739.17	\$63,857.37
VR Licensing - Year 3	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$41,189.40	\$4,067.45	\$45,256.85
Year 3	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	12	\$50.89	\$5.02	\$55.91
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	65	\$27,443.19	\$2,175.55	\$29,618.74
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$290.40	\$15.85	\$306.25
Year 3	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$1,291,578.42	\$38,337.65	\$1,329,916.07
Year 3	ProLicense	Pro License Bundle	25	\$12,866.47	\$0.00	\$12,866.47
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	12	\$960.47	\$72.05	\$1,032.52
Year 3	TapTablet	VR Tablet TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 3	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$655,287.46	\$10,510.98	\$665,798.44
Total				\$2,087,784.90	\$60,923.72	\$2,148,708.62

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Licensing - Year 4	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$58,118.20	\$5,739.17	\$63,857.37
VR Licensing - Year 4	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$41,189.40	\$4,067.45	\$45,256.85
Year 4	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	12	\$50.89	\$5.02	\$55.91
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	65	\$27,443.19	\$2,175.55	\$29,618.74
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$290.40	\$15.85	\$306.25
Year 4	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$1,291,578.42	\$38,337.65	\$1,329,916.07
Year 4	ProLicense	Pro License Bundle	25	\$12,866.47	\$0.00	\$12,866.47
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	12	\$960.47	\$72.05	\$1,032.52

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	TapTablet	VR Tablet TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 4	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$655,287.46	\$10,510.98	\$665,798.44
Total				\$2,087,784.90	\$60,923.72	\$2,148,708.62

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
VR Licensing - Year 5	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$58,118.20	\$5,739.18	\$63,857.38
VR Licensing - Year 5	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$41,189.40	\$4,067.46	\$45,256.86
Year 5	73352	BWC HARDWARE FINANCING TRUE UP PAYMENT	12	\$50.89	\$5.02	\$55.91
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	65	\$27,443.19	\$2,175.56	\$29,618.75
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	2	\$290.40	\$15.88	\$306.28
Year 5	OSP10 Prem	Officer Safety Plan 10 Premium	350	\$1,291,578.42	\$38,337.71	\$1,329,916.13
Year 5	ProLicense	Pro License Bundle	25	\$12,866.47	\$0.00	\$12,866.47
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	12	\$960.47	\$72.03	\$1,032.50
Year 5	TapTablet	VR Tablet TAP Bundle	2	\$0.00	\$0.00	\$0.00
Year 5	Unlim10 Prem	Unlimited10 Premium Bundle	245	\$655,287.46	\$10,510.94	\$665,798.40
Total				\$2,087,784.90	\$60,923.78	\$2,148,708.68

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) 00019778, 00019779, 00027155, 00029443, 00039688, 00039750, and 00039697 originated via Quote(s): Q-185013, Q-230033, Q-253587, Q-288082, Q-260937, and Q-291359.

Agency is terminating those contracts effective 03/15/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$97,865.06 to the quote for delivered but unpaid items.

A discount of \$19 per user per month has been applied to the (245) Unlimited Bundles and a discount of \$115,999.35 has been applied to the VR Licenses - Sku 20370 - to cover the Year 1 cost of VR access.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-308620

7/21/2021

INUS002755 \$2,500.00

5/1/2022

INUS071294 \$3,376.00

5/12/2023

INUS157887 \$3,376.00

Q-319368

8/1/2021

INUS006099 \$6,052.00

8/1/2022

INUS089599 \$6,052.00

8/1/2023

INUS176414 \$6,052.00

Q-311872

2/1/2023

INUS135348 \$737,476.16

Q-308630

4/1/2022

INUS064905 \$2,400.00

4/1/2023

INUS149019 \$2,400.00

Q-309011

5/1/2022

INUS071295 \$3,376.00

5/1/2023

INUS155359 \$3,376.00

Q-319223

6/1/2023

INUS162647 \$163,494.00

Signature

Date Signed

11/14/2023





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

Q-527347-45244.979CM

Issued: 11/14/2023

Quote Expiration: 12/31/2023

Estimated Contract Start Date: 03/15/2024

Account Number: 113228

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
400 County Ctr 400 County Ctr Redwood City, CA 94063-1662 USA	San Mateo County Sheriff's Office - HQ 400 County Ctr Redwood City CA 94063-1662 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Chris Morton Phone: +1 2063106165 Email: cmorton@axon.com Fax:	Kimberly Honciano Phone: (650) 599-1711 Email: khonciano@smcgov.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$1,438,311.73
ESTIMATED TOTAL W/ TAX	\$1,477,779.33

Discount Summary

Average Savings Per Year	\$183,613.14
TOTAL SAVINGS	\$918,065.68

Payment Summary

Date	Subtotal	Tax	Total
Feb 2024	\$256,532.23	\$7,983.60	\$264,515.83
Jun 2024	\$56,137.26	\$3,258.24	\$59,395.50
Feb 2025	\$265,388.93	\$6,656.70	\$272,045.63
Feb 2026	\$276,222.40	\$6,916.19	\$283,138.59
Feb 2027	\$286,612.57	\$7,186.08	\$293,798.65
Feb 2028	\$297,418.34	\$7,466.79	\$304,885.13
Total	\$1,438,311.73	\$39,467.60	\$1,477,779.33

Quote Unbundled Price:	\$2,356,377.41
Quote List Price:	\$2,305,992.41
Quote Subtotal:	\$1,438,311.73

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	80	60	\$135.47	\$128.91	\$128.91	\$618,768.00	\$23,562.52	\$642,330.52
Fleet3B+TAP	Fleet 3 Basic + TAP	13	60	\$223.17	\$204.74	\$204.74	\$159,697.20	\$9,121.71	\$168,818.91
InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	12	60	\$38.78	\$32.50	\$32.50	\$23,400.00	\$1,104.38	\$24,504.38
CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	7	60	\$183.34	\$183.34	\$58.34	\$24,500.70	\$0.00	\$24,500.70
CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	60	\$283.34	\$283.34	\$108.34	\$13,000.20	\$0.00	\$13,000.20
A la Carte Hardware									
100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	25			\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	82			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	25			\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
100396	TASER 10 INERT MAGAZINE RED	25			\$150.00	\$0.00	\$0.00	\$0.00	\$0.00
74056	INTERVIEW - TOUCH PANEL WALL MOUNT	3			\$64.00	\$60.80	\$182.40	\$18.00	\$200.40
100687	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-SPEAKER	3			\$159.00	\$106.53	\$319.59	\$31.58	\$351.17
50220	INTERVIEW - SWITCH - 8 PORT POE	1			\$915.29	\$869.53	\$869.53	\$85.88	\$955.41
74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	3			\$132.00	\$125.40	\$376.20	\$37.14	\$413.34
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3			\$233.35	\$221.68	\$665.04	\$65.69	\$730.73
50114	INTERVIEW - CAMERA - COVERT SENSOR	3			\$390.00	\$370.50	\$1,111.50	\$109.77	\$1,221.27
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3			\$675.17	\$641.41	\$1,924.23	\$190.01	\$2,114.24
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4			\$233.35	\$221.68	\$886.72	\$87.54	\$974.26
74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4			\$244.01	\$231.81	\$927.24	\$91.59	\$1,018.83
50114	INTERVIEW - CAMERA - COVERT SENSOR	4			\$390.00	\$370.50	\$1,482.00	\$146.35	\$1,628.35
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4			\$675.17	\$641.41	\$2,565.64	\$253.37	\$2,819.01
50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4			\$233.35	\$221.68	\$886.72	\$87.54	\$974.26
74118	INTERVIEW - ENCLOSURE - THERMOSTAT	4			\$238.67	\$226.74	\$906.96	\$89.54	\$996.50
50114	INTERVIEW - CAMERA - COVERT SENSOR	4			\$390.00	\$370.50	\$1,482.00	\$146.35	\$1,628.35
50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4			\$675.17	\$641.41	\$2,565.64	\$253.37	\$2,819.01
100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	12			\$659.00	\$441.53	\$5,298.36	\$523.20	\$5,821.56
50294	INTERVIEW - SERVER - LITE	2			\$3,625.79	\$3,444.50	\$6,889.00	\$680.27	\$7,569.27
50322	INTERVIEW - TOUCH PANEL PRO	3			\$2,987.48	\$2,838.11	\$8,514.33	\$840.78	\$9,355.11
100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	3			\$5,998.00	\$4,018.66	\$12,055.98	\$1,190.53	\$13,246.51
A la Carte Software									
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	60		\$64.01	\$0.00	\$0.00	\$0.00	\$0.00
100112	AXON AIR, E.COM PILOT DATA LIC	3	36		\$31.22	\$23.42	\$2,528.82	\$0.00	\$2,528.82
50041	INTERVIEW - SOFTWARE - STREAMING SERVER	2	56		\$1,750.00	\$1,662.50	\$3,325.00	\$328.34	\$3,653.34

LICENSE (PER SERVER)								
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	56	\$31.46	\$29.89	\$3,347.34	\$0.00	\$3,347.34
50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	56	\$1,500.00	\$1,425.00	\$4,275.00	\$422.15	\$4,697.15
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	56	\$26.93	\$25.58	\$4,298.04	\$0.00	\$4,298.04
100112	AXON AIR, E.COM PILOT DATA LIC	5	48	\$31.87	\$23.90	\$5,736.60	\$0.00	\$5,736.60
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	60	\$27.12	\$25.76	\$6,183.36	\$0.00	\$6,183.36
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	6	60	\$31.68	\$30.10	\$10,834.56	\$0.00	\$10,834.56
12024	AXON AIR, MOBILE STREAMING LICENSE	1	60	\$200.00	\$200.00	\$12,000.00	\$0.00	\$12,000.00
100112	AXON AIR, E.COM PILOT DATA LIC	10	60	\$32.55	\$24.41	\$14,647.50	\$0.00	\$14,647.50
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	60	\$107.41	\$102.04	\$48,978.96	\$0.00	\$48,978.96
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	9	56	\$106.66	\$101.33	\$51,068.79	\$0.00	\$51,068.79
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	80	60	\$64.01	\$57.61	\$276,523.20	\$0.00	\$276,523.20
A la Carte Services								
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1		\$5,950.00	\$0.00	\$0.00	\$0.00	\$0.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1		\$6,800.00	\$0.00	\$0.00	\$0.00	\$0.00
44729	TASER INSTRUCTOR	5		\$495.00	\$0.00	\$0.00	\$0.00	\$0.00
85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	3		\$5,950.00	\$5,652.50	\$16,957.50	\$0.00	\$16,957.50
A la Carte Warranties								
50448	EXT WARRANTY, INTERVIEW ROOM	3	45	\$24.42	\$23.20	\$3,131.88	\$0.00	\$3,131.88
11521	CRADLEPOINT, NETCLOUD, RENEWAL, 5YR	80		\$1,065.00	\$1,065.00	\$85,200.00	\$0.00	\$85,200.00
Total						\$1,438,311.73	\$39,467.60	\$1,477,779.33

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	13	02/15/2024
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	13	02/15/2024
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	13	02/15/2024
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	13	02/15/2024
Fleet 3 Basic + TAP	72048	FLEET SIM INSERTION, ATT	13	02/15/2024
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72002	FLEET 3 INTERIOR CAMERA, INTERIOR MOUNT	12	02/15/2024
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72032	FLEET ETHERNET CABLE, CAT6, 20 FT	12	02/15/2024
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72037	FLEET 3 INTERIOR CAMERA	12	02/15/2024
A la Carte	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	25	02/15/2024
A la Carte	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	25	02/15/2024
A la Carte	100396	TASER 10 INERT MAGAZINE RED	25	02/15/2024
A la Carte	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	3	02/15/2024
A la Carte	100687	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-SPEAKER	3	02/15/2024
A la Carte	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	12	02/15/2024
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	82	02/15/2024
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	06/15/2024
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	06/15/2024
A la Carte	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	06/15/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	06/15/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	06/15/2024
A la Carte	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	06/15/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	06/15/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	06/15/2024
A la Carte	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	06/15/2024
A la Carte	50220	INTERVIEW - SWITCH - 8 PORT POE	1	06/15/2024
A la Carte	50294	INTERVIEW - SERVER - LITE	2	06/15/2024
A la Carte	50322	INTERVIEW - TOUCH PANEL PRO	3	06/15/2024
A la Carte	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	3	06/15/2024
A la Carte	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4	06/15/2024
A la Carte	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	3	06/15/2024
A la Carte	74118	INTERVIEW - ENCLOSURE - THERMOSTAT	4	06/15/2024
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	13	02/15/2029
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	80	02/15/2029
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	2	02/15/2029
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	72042	FLEET INTERIOR CAMERA REFRESH	12	02/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100579	AXON AIR, UAS LICENSE (CLASS 1)	7	03/15/2024	03/14/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AXON AIR, CLASS 1 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	7	03/15/2024	03/14/2029
AXON AIR, CLASS 1 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	7	03/15/2024	03/14/2029
AXON AIR, CLASS 2 UAS BUNDLE	100580	AXON AIR, UAS LICENSE (CLASS 2)	2	03/15/2024	03/14/2029
AXON AIR, CLASS 2 UAS BUNDLE	100584	AXON AIR, ADVANCED STREAMING ADD-ON	2	03/15/2024	03/14/2029
AXON AIR, CLASS 2 UAS BUNDLE	100586	AXON AIR, API INTEGRATIONS ADD-ON	2	03/15/2024	03/14/2029
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	13	03/15/2024	03/14/2029
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	26	03/15/2024	03/14/2029
Fleet 3 Basic + TAP Renewal	80400	FLEET, VEHICLE LICENSE	80	03/15/2024	03/14/2029
Fleet 3 Basic + TAP Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	160	03/15/2024	03/14/2029
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	12	03/15/2024	03/14/2029
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	10	03/15/2024	03/14/2029
A la Carte	12024	AXON AIR, MOBILE STREAMING LICENSE	1	03/15/2024	03/14/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	03/15/2024	03/14/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	6	03/15/2024	03/14/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	03/15/2024	03/14/2029
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	80	03/15/2024	03/14/2029
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	03/15/2024	03/14/2029
A la Carte	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	07/15/2024	03/14/2029
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	07/15/2024	03/14/2029
A la Carte	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	07/15/2024	03/14/2029
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	07/15/2024	03/14/2029
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	9	07/15/2024	03/14/2029
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	5	03/15/2025	03/14/2029
A la Carte	100112	AXON AIR, E.COM PILOT DATA LIC	3	03/15/2026	03/14/2029

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	13
Fleet 3 Basic + TAP Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	80
A la Carte	44729	TASER INSTRUCTOR	5
A la Carte	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1
A la Carte	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	11521	CRADLEPOINT, NETCLOUD, RENEWAL, 5YR	80	03/15/2024	03/14/2029
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	13	02/15/2025	03/14/2029
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	13	02/15/2025	03/14/2029
Fleet 3 Basic + TAP Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	80	02/15/2025	03/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	2	02/15/2025	03/14/2029
FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	80385	EXT WARRANTY, FLEET 3, INTERIOR CAMERA	12	02/15/2025	03/14/2029
A la Carte	50448	EXT WARRANTY, INTERVIEW ROOM	3	06/15/2025	03/14/2029

Payment Details

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AIR Licensing - Year 1	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$2,704.33	\$0.00	\$2,704.33
AIR Licensing - Year 1	12024	AXON AIR, MOBILE STREAMING LICENSE	1	\$2,215.53	\$0.00	\$2,215.53
AIR Licensing - Year 1	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	7	\$4,523.48	\$0.00	\$4,523.48
AIR Licensing - Year 1	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$2,400.19	\$0.00	\$2,400.19
Existing IR Licensing - Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,141.62	\$0.00	\$1,141.62
Existing IR Licensing - Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	6	\$2,000.35	\$0.00	\$2,000.35
Existing IR Licensing - Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$9,042.84	\$0.00	\$9,042.84
Fleet - Year 1	11521	CRADLEPOINT, NETCLOUD, RENEWAL, 5YR	80	\$15,730.23	\$0.00	\$15,730.23
Fleet - Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Fleet - Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	80	\$51,053.67	\$0.00	\$51,053.67
Fleet - Year 1	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$29,484.43	\$1,684.12	\$31,168.55
Fleet - Year 1	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	80	\$114,241.35	\$4,350.28	\$118,591.63
Fleet - Year 1	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	12	\$4,320.28	\$203.89	\$4,524.17
Upfront Hardware	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	25	\$0.00	\$0.00	\$0.00
Upfront Hardware	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	25	\$0.00	\$0.00	\$0.00
Upfront Hardware	100396	TASER 10 INERT MAGAZINE RED	25	\$0.00	\$0.00	\$0.00
Upfront Hardware	100684	AXON AIR,DJI MAVIC 3 THERMAL (NA)SP PLUS	3	\$12,055.98	\$1,190.53	\$13,246.51
Upfront Hardware	100687	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-SPEAKER	3	\$319.59	\$31.58	\$351.17
Upfront Hardware	100689	AXON AIR,DJI MAVIC 3 ENTERPRISE SERIES-BATTERY KIT	12	\$5,298.36	\$523.20	\$5,821.56
Upfront Hardware	44729	TASER INSTRUCTOR	5	\$0.00	\$0.00	\$0.00
Upfront Hardware	72036	FLEET 3 STANDARD 2 CAMERA KIT	82	\$0.00	\$0.00	\$0.00
Upfront Hardware	85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	\$0.00	\$0.00	\$0.00
Total				\$256,532.23	\$7,983.60	\$264,515.83

Jun 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
New IR Licensing - Year 1	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	\$427.50	\$42.22	\$469.72
New IR Licensing - Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$429.80	\$0.00	\$429.80
New IR Licensing - Year 1	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$332.50	\$32.83	\$365.33
New IR Licensing - Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$334.73	\$0.00	\$334.73
New IR Licensing - Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	9	\$5,106.89	\$0.00	\$5,106.89
New IR Licensing - Year 1	50448	EXT WARRANTY, INTERVIEW ROOM	3	\$313.19	\$0.00	\$313.19
Upfront IR Hardware + PSO + AB4 POV HW	50114	INTERVIEW - CAMERA - COVERT SENSOR	3	\$1,111.50	\$109.77	\$1,221.27
Upfront IR Hardware + PSO + AB4 POV HW	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	\$1,482.00	\$146.35	\$1,628.35
Upfront IR Hardware + PSO + AB4 POV HW	50114	INTERVIEW - CAMERA - COVERT SENSOR	4	\$1,482.00	\$146.35	\$1,628.35
Upfront IR Hardware + PSO + AB4 POV HW	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	3	\$665.04	\$65.69	\$730.73
Upfront IR Hardware + PSO + AB4 POV HW	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$886.72	\$87.54	\$974.26
Upfront IR Hardware + PSO +	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	\$886.72	\$87.54	\$974.26

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AB4 POV HW						
Upfront IR Hardware + PSO + AB4 POV HW	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	3	\$1,924.23	\$190.01	\$2,114.24
Upfront IR Hardware + PSO + AB4 POV HW	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$2,565.64	\$253.37	\$2,819.01
Upfront IR Hardware + PSO + AB4 POV HW	50218	INTERVIEW - CAMERA - COVERT MAIN UNIT	4	\$2,565.64	\$253.37	\$2,819.01
Upfront IR Hardware + PSO + AB4 POV HW	50220	INTERVIEW - SWITCH - 8 PORT POE	1	\$869.53	\$85.88	\$955.41
Upfront IR Hardware + PSO + AB4 POV HW	50294	INTERVIEW - SERVER - LITE	2	\$6,889.00	\$680.27	\$7,569.27
Upfront IR Hardware + PSO + AB4 POV HW	50322	INTERVIEW - TOUCH PANEL PRO	3	\$8,514.33	\$840.78	\$9,355.11
Upfront IR Hardware + PSO + AB4 POV HW	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	3	\$182.40	\$18.00	\$200.40
Upfront IR Hardware + PSO + AB4 POV HW	74059	INTERVIEW - ENCLOSURE - MOTION SENSOR	4	\$927.24	\$91.59	\$1,018.83
Upfront IR Hardware + PSO + AB4 POV HW	74116	INTERVIEW - ENCLOSURE - FLUSH MOUNT	3	\$376.20	\$37.14	\$413.34
Upfront IR Hardware + PSO + AB4 POV HW	74118	INTERVIEW - ENCLOSURE – THERMOSTAT	4	\$906.96	\$89.54	\$996.50
Upfront IR Hardware + PSO + AB4 POV HW	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	1	\$0.00	\$0.00	\$0.00
Upfront IR Hardware + PSO + AB4 POV HW	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	3	\$16,957.50	\$0.00	\$16,957.50
Total				\$56,137.26	\$3,258.24	\$59,395.50

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AIR Licensing - Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	5	\$1,350.91	\$0.00	\$1,350.91
AIR Licensing - Year 2	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$2,812.50	\$0.00	\$2,812.50
AIR Licensing - Year 2	12024	AXON AIR, MOBILE STREAMING LICENSE	1	\$2,304.15	\$0.00	\$2,304.15
AIR Licensing - Year 2	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	7	\$4,704.43	\$0.00	\$4,704.43
AIR Licensing - Year 2	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$2,496.20	\$0.00	\$2,496.20
Existing IR Licensing - Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,187.28	\$0.00	\$1,187.28
Existing IR Licensing - Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	6	\$2,080.37	\$0.00	\$2,080.37
Existing IR Licensing - Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$9,404.56	\$0.00	\$9,404.56
Fleet - Year 2	11521	CRADLEPOINT, NETCLOUD, RENEWAL, 5YR	80	\$16,359.44	\$0.00	\$16,359.44
Fleet - Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Fleet - Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	80	\$53,095.83	\$0.00	\$53,095.83
Fleet - Year 2	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$30,663.81	\$1,751.49	\$32,415.30
Fleet - Year 2	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	80	\$118,811.01	\$4,524.29	\$123,335.30
Fleet - Year 2	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	12	\$4,493.08	\$212.06	\$4,705.14
New IR Licensing - Year 2	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	\$961.88	\$94.98	\$1,056.86
New IR Licensing - Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$967.06	\$0.00	\$967.06
New IR Licensing - Year 2	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$748.12	\$73.88	\$822.00

Feb 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
New IR Licensing - Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$753.15	\$0.00	\$753.15
New IR Licensing - Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	9	\$11,490.48	\$0.00	\$11,490.48
New IR Licensing - Year 2	50448	EXT WARRANTY, INTERVIEW ROOM	3	\$704.67	\$0.00	\$704.67
Total				\$265,388.93	\$6,656.70	\$272,045.63

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AIR Licensing - Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	3	\$842.94	\$0.00	\$842.94
AIR Licensing - Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$2,925.00	\$0.00	\$2,925.00
AIR Licensing - Year 3	100112	AXON AIR, E.COM PILOT DATA LIC	5	\$1,404.95	\$0.00	\$1,404.95
AIR Licensing - Year 3	12024	AXON AIR, MOBILE STREAMING LICENSE	1	\$2,396.31	\$0.00	\$2,396.31
AIR Licensing - Year 3	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	7	\$4,892.62	\$0.00	\$4,892.62
AIR Licensing - Year 3	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$2,596.04	\$0.00	\$2,596.04
Existing IR Licensing - Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,234.77	\$0.00	\$1,234.77
Existing IR Licensing - Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	6	\$2,163.58	\$0.00	\$2,163.58
Existing IR Licensing - Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$9,780.74	\$0.00	\$9,780.74
Fleet - Year 3	11521	CRADLEPOINT, NETCLOUD, RENEWAL, 5YR	80	\$17,013.82	\$0.00	\$17,013.82
Fleet - Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Fleet - Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	80	\$55,219.67	\$0.00	\$55,219.67
Fleet - Year 3	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$31,890.36	\$1,821.53	\$33,711.89
Fleet - Year 3	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	80	\$123,563.44	\$4,705.26	\$128,268.70
Fleet - Year 3	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	12	\$4,672.80	\$220.54	\$4,893.34
New IR Licensing - Year 3	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	\$961.88	\$94.98	\$1,056.86
New IR Licensing - Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$967.06	\$0.00	\$967.06
New IR Licensing - Year 3	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$748.12	\$73.88	\$822.00
New IR Licensing - Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$753.15	\$0.00	\$753.15
New IR Licensing - Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	9	\$11,490.48	\$0.00	\$11,490.48
New IR Licensing - Year 3	50448	EXT WARRANTY, INTERVIEW ROOM	3	\$704.67	\$0.00	\$704.67
Total				\$276,222.40	\$6,916.19	\$283,138.59

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AIR Licensing - Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	3	\$842.94	\$0.00	\$842.94
AIR Licensing - Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$3,042.00	\$0.00	\$3,042.00
AIR Licensing - Year 4	100112	AXON AIR, E.COM PILOT DATA LIC	5	\$1,461.15	\$0.00	\$1,461.15
AIR Licensing - Year 4	12024	AXON AIR, MOBILE STREAMING LICENSE	1	\$2,492.16	\$0.00	\$2,492.16
AIR Licensing - Year 4	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	7	\$5,088.31	\$0.00	\$5,088.31
AIR Licensing - Year 4	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$2,699.89	\$0.00	\$2,699.89
Existing IR Licensing - Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,284.16	\$0.00	\$1,284.16
Existing IR Licensing - Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	6	\$2,250.13	\$0.00	\$2,250.13
Existing IR Licensing - Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$10,171.97	\$0.00	\$10,171.97
Fleet - Year 4	11521	CRADLEPOINT, NETCLOUD, RENEWAL, 5YR	80	\$17,694.37	\$0.00	\$17,694.37
Fleet - Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Fleet - Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	80	\$57,428.44	\$0.00	\$57,428.44
Fleet - Year 4	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$33,165.98	\$1,894.39	\$35,060.37

Feb 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Fleet - Year 4	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	80	\$128,505.99	\$4,893.47	\$133,399.46
Fleet - Year 4	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	12	\$4,859.72	\$229.36	\$5,089.08
New IR Licensing - Year 4	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	\$961.88	\$94.98	\$1,056.86
New IR Licensing - Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$967.06	\$0.00	\$967.06
New IR Licensing - Year 4	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$748.12	\$73.88	\$822.00
New IR Licensing - Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$753.15	\$0.00	\$753.15
New IR Licensing - Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	9	\$11,490.48	\$0.00	\$11,490.48
New IR Licensing - Year 4	50448	EXT WARRANTY, INTERVIEW ROOM	3	\$704.67	\$0.00	\$704.67
Total				\$286,612.57	\$7,186.08	\$293,798.65

Feb 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
AIR Licensing - Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	3	\$842.94	\$0.00	\$842.94
AIR Licensing - Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	10	\$3,163.68	\$0.00	\$3,163.68
AIR Licensing - Year 5	100112	AXON AIR, E.COM PILOT DATA LIC	5	\$1,519.59	\$0.00	\$1,519.59
AIR Licensing - Year 5	12024	AXON AIR, MOBILE STREAMING LICENSE	1	\$2,591.85	\$0.00	\$2,591.85
AIR Licensing - Year 5	CLASS1UAS	AXON AIR, CLASS 1 UAS BUNDLE	7	\$5,291.85	\$0.00	\$5,291.85
AIR Licensing - Year 5	CLASS2UAS	AXON AIR, CLASS 2 UAS BUNDLE	2	\$2,807.88	\$0.00	\$2,807.88
Existing IR Licensing - Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,335.53	\$0.00	\$1,335.53
Existing IR Licensing - Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	6	\$2,340.13	\$0.00	\$2,340.13
Existing IR Licensing - Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	8	\$10,578.85	\$0.00	\$10,578.85
Fleet - Year 5	11521	CRADLEPOINT, NETCLOUD, RENEWAL, 5YR	80	\$18,402.14	\$0.00	\$18,402.14
Fleet - Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	13	\$0.00	\$0.00	\$0.00
Fleet - Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	80	\$59,725.58	\$0.00	\$59,725.58
Fleet - Year 5	Fleet3B+TAP	Fleet 3 Basic + TAP	13	\$34,492.61	\$1,970.18	\$36,462.79
Fleet - Year 5	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	80	\$133,646.22	\$5,089.22	\$138,735.44
Fleet - Year 5	InteriorCam+TAP	FLEET 3 INTERIOR CAMERA, ADD-ON BUNDLE WITH TAP	12	\$5,054.13	\$238.53	\$5,292.66
New IR Licensing - Year 5	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	3	\$961.88	\$94.99	\$1,056.87
New IR Licensing - Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$967.06	\$0.00	\$967.06
New IR Licensing - Year 5	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	\$748.12	\$73.87	\$821.99
New IR Licensing - Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$753.15	\$0.00	\$753.15
New IR Licensing - Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	9	\$11,490.48	\$0.00	\$11,490.48
New IR Licensing - Year 5	50448	EXT WARRANTY, INTERVIEW ROOM	3	\$704.67	\$0.00	\$704.67
Total				\$297,418.34	\$7,466.79	\$304,885.13

Summary of Payments

Year	Amount Due
Year 6	\$2,473,274.35
Year 7	\$2,420,754.25
Year 8	\$2,431,847.21
Year 9	\$2,442,507.27
Year 10	\$2,453,593.81
Total	\$12,221,976.89

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

11/14/2023



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and San Mateo County Sheriff's Office - HQ the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's [NetCloud Manager](#) to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street



1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- ▶ Axon Interview Room

1.2 DEFINITIONS

TERM		DEFINITION
PARTIES		
Agency		who is identified within this SOW
End-Users		Specific Agency groups that will use the system
Professional Services		The services that Axon will provide within the scope of this SOW
SYSTEMS		
Axon Systems		Software solutions and Agency specific integrations developed by Axon
CJIS		The Federal Bureau of Investigation's Criminal Justice Information System
NCIC		National Crime Information Center
Product		The hardware and software solution being implemented as part of this SOW
Production Environment		The operational environment where the Product will be accessed
PROJECT & MILESTONES		
Project		Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)		Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE		
Blocker		Issue impacting 50% or more users
Functional Acceptance Testing		Testing the functionality of the system as configured for Agency



1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- ▶ Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- ▶ Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- ▶ Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

2.1 GENERAL

- ▶ Axon will provide a project manager throughout entire project.

2.2 HARDWARE



2.3 INTERVIEW SOFTWARE

- ▶ Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- ▶ Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- ▶ Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- ▶ Axon will install and configure Touch Panel Software.

2.4 READINESS

- ▶ Axon will supply Agency with copy of current QA/Testing Checklist.
- ▶ Axon will complete QA/Testing Checklist per room consisting of:
 - Hardware Wiring
 - Hardware Mounting
 - Hardware Functionality
 - Firmware Updates
 - Software Install and Configuration
 - Functional Test of all features

2.6 TRAINING

- ▶ Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- ▶ Agency will provide facilities and equipment for conducting the Training.
- ▶ Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.



3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- ▶ Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- ▶ Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- ▶ All Proposed Project timelines will be documented during Project Management Kickoff call.
- ▶ Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- ▶ If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- ▶ Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.



4. AGENCY COMMITMENTS:

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays or major events that may impact the Project.
- ▶ Ensure Agency desktop or mobile systems and devices can access the Product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- ▶ Technical Systems Requirements



5. SUPPORT:

- ▶ Axon will provide on-site installer/trainer support as part of project.
- ▶ The Product undergoes updates and enhancements which Agency will automatically receive.
- ▶ Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- ▶ For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7