



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

Award Contract Grant

Requested Board Meeting Date: 9/21/2021

* = Mandatory, information must be provided

or Procurement Director Award

***Contractor/Vendor Name/Grantor (DBA):**

Axon Enterprise, Inc. (Headquarters: Scottsdale, AZ)

***Project Title/Description:**

Tasers, Body Cameras and Data Services

***Purpose:**

Award: Master Agreement No. MA-PO-22-022. This contract commences on October 1, 2021, and will terminate on February 28, 2032, in the award amount of \$26,578,000.00 (including sales tax) and includes no renewal options.

Administering Department: Sheriff

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.050, Sole source procurement, award of Requisition No. 21-248 is recommended to Axon Enterprise, Inc., with which County has negotiated an acceptable Agreement.

PRCUID: 418366

Attachment: Sole Source Procurement Agreement.

***Program Goals/Predicted Outcomes:**

To obtain a contract for non-lethal conducted electrical weapons, body cameras and off-site evidence and data management services to upgrade Pima County law enforcement capabilities.

***Public Benefit:**

Safer officer engagements and video-documented incident recording and evidence management.

***Metrics Available to Measure Performance:**

Department will monitor on-time delivery and billing to ensure contract compliance.

***Retroactive:**

No.

To : COB (9-8-21)(1)
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pgs : 57

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-022

Commencement Date: 10/01/2021 Termination Date: 02/28/2032 Prior Contract Number (Synergen/CMS):

Expense Amount: \$* 26,578,000.00 Revenue Amount: \$

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ % 100

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient?

Were insurance or indemnity clauses modified? Yes No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense or Revenue Increase Decrease Amount This Amendment: \$

Is there revenue included? Yes No If Yes \$

*Funding Source(s) required:

Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Commencement Date: Termination Date: Amendment Number:

Match Amount: \$ Revenue Amount: \$

*All Funding Source(s) required:

*Match funding from General Fund? Yes No If Yes \$ %

*Match funding from other sources? Yes No If Yes \$ %

*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Michael Warren, Procurement Officer Canizales Digitally signed by Maria Julia Canizales Date: 2021.09.08 08:55:56 -07'00' Ana Wilber Digitally signed by Ana Wilber Date: 2021.09.08 09:13:02 -07'00'

Department: Procurement Director, Terri Spencer Digitally signed by Terri Spencer Date: 2021.09.08 09:21:42 -07'00' Telephone: 724-3730

Department Director Signature/Date: Chris Nanos Digitally signed by Chris Nanos Date: 2021.09.08 11:17:39 -07'00'

Deputy County Administrator Signature/Date:

County Administrator Signature/Date: *C. DeCretney 9/8/21*
(Required for Board Agenda/Addendum Items)

Pima County Procurement Department

Administering Department: Sheriff

Project: Tasers, Body Cameras, and Data Services

Contractor: Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, AZ 85255

Amount: \$26,578,000.00

Contract No.: MA-PO-22-022

Funding: General Fund

SOLE SOURCE PROCUREMENT AGREEMENT

1. Parties, Background and Purpose.

- 1.1. Parties. This Sole Source Procurement Agreement ("Contract") is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Axon Enterprise, Inc. ("Contractor").
- 1.2. Purpose. The Pima County Sheriff's Department requires non-lethal TASER energy weapons, body cameras, accessories and cloud-based data services described herein. This contract is for a new requirement.
- 1.3. Authority. County selected Contractor pursuant to Pima County Procurement Code 11.12.050, Sole source procurement.

2. Term.

- 2.1. Term. This Contract commences on **October 01, 2021** and will terminate on **August 31, 2031**. If the commencement date of the initial term of this Contract is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. None.

3. Scope. The parties are entering into the Axon Maser Services and Purchasing Agreement in **Attachment 1** (29 pages), Bundle Pricing Quote in **Attachment 2** (9 pages), and Unit Pricing Quote in **Attachment 3** (1 page), (the "Axon documents") in addition to this Sole Source Agreement that includes the Pima County's Software/SaaS Standard Terms and Conditions in **Exhibit A** (7 pages) (the "County documents"). If any conflict exists between the terms of the Axon documents and the County documents, the County documents will prevail over the Axon documents.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Name: <u>Ben Rubke</u>	Title: <u>National Director</u>
Name: <u>Jason South</u>	Title: <u>Technical Support</u>

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates and intervals set forth in **Attachment 2** and **Attachment 3**. Attachment 2 rates will remain unchanged for the term of contract. Contractor may request up to 3% annual rate increases for items in Attachment 3, subject to County approval and funds appropriation.
- 5.2. Not-To-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, will not exceed the dollar (\$) amount (the "NTE Amount") of **\$26,578,000.00**. The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Trade-In Property: Pursuant to Board of Supervisors Policy D 29.11, Surplus Personal Property, the Pima County Sheriff's Department will trade in a quantity of 113 Axon X2 Conducted Electrical Weapons, which the Contractor has agreed to accept at the total Trade-In Credit value stated in **Attachment 2**.
- 5.4. Sales Taxes. The payment amounts or rates in **Attachments 2 and 3** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.5. Timing of Invoices. County shall pay Contractor: (a) for goods hereunder, within 30 days following Axon's delivery and invoice for such goods; (b) for software subscriptions hereunder, within 30 days following Axon's invoice for such software subscriptions on an annual basis; and (c) for professional services hereunder, within 30 days following Axon's invoice for such professional services. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. Pursuant to A.R.S. § 11-622(C), County will not pay for any product or service invoiced more than 6-months after delivery.
- 5.6. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.7. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701
- 5.8. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 23 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment.

County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off. Contractor will not assess late fees or other charges for past due invoices resulting from disputed charges, payment process errors or any delay beyond County's control.

- 6. Insurance.** Contractor will procure and maintain at its own expense insurance policies (the “**Required Insurance**”) satisfying the below requirements (the “**Insurance Requirements**”) until all of its obligations under this Contract have been met.

The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor’s indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 6.1. Insurance Coverages and Limits. Contractor will procure and maintain, until all of its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers reasonably acceptable to the County with A.M.Best rating of not less than A-VII, unless otherwise approved by the County.
- 6.1.1. Commercial General Liability (CGL). Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.
- 6.1.2. Business Automobile Liability. Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
- 6.1.3. Workers’ Compensation and Employers’ Liability. Statutory coverage for Workers’ Compensation. Workers’ Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
- 6.1.4. Network Security (Cyber)/Privacy Insurance - This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs.

This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The policy shall be endorsed, as required by this written agreement, to include the County and its Agents, as additional insureds with respect to vicarious liability of the insured arising out of the activities performed by or on behalf of the Contractor. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of Pima County and its Agents for losses arising from work performed by or on behalf of the Contractor.

- 6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
- 6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. Additional Insured Endorsement. The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement. The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 6.2.5. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
 - 6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation. For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the County Contracting Representative. Notice shall include County's project or contract number and project description.

6.4. Verification of Coverage.

- 6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include County's project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.
- 6.4.2. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor must provide County a renewal certificate not less than 15 days prior to a Required Insurance policy's expiration date. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.
- 6.4.3. County may at any time require Contractor to provide a complete copy of any Required Insurance policy or endorsement. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.
- 6.4.4. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications. County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager, and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all third-party claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

- 8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.
- 8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Except for sales and other taxes associated with any order placed pursuant to this Agreement, unless County provides Contractor a valid tax exemption certificate, Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

10. Subcontractors. Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

11. Assignment. Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.

12. Non-Discrimination. See Attachment 1, Section 19.4.

13. Americans with Disabilities Act. Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).

14. Authority to Contract. Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.

15. Full and Complete Performance. The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future.

The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

16. Cancellation for Conflict of Interest. This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

17. Termination by County.

17.1. Without Cause. County may terminate this Contract at any time, without cause, by serving a written notice upon Contractor at least 30 days before the effective date of the termination. In the event of such termination, County's only obligations to Contractor will be payment for services rendered prior to the date of termination.

If County purchases Axon Devices (as defined in Attachment 1) for less than Axon's manufacturer's suggested retail price ("MSRP") and County terminates this Contract before the end of a Subscription Term under this Section 17.1, County will pay an early termination fee equal to the difference between the MSRP for Axon Devices County received, including any spare Axon Devices, and amounts paid towards such Axon Devices. For the avoidance of doubt, MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17.2. With Cause. Either County or Contractor (each, a "terminating party") may terminate this Contract at any time without advance notice and without further obligation to the other party ("non-terminating party") if the terminating party finds the non-terminating party to be in default of any provision of this Contract, notifies the non-terminating party of such default, and the non-terminating party fails to cure such default within 30 days following such notification.

17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination. If County purchases Axon Devices (as defined in Attachment 1) for less than Axon's manufacturer's suggested retail price ("MSRP") and County terminates this Contract before the end of a Subscription Term under this Section 17.3, County will pay an early termination fee equal to the difference between the MSRP for Axon Devices received, including any spare Axon Devices, and amounts paid towards such Axon Devices. Only if terminating pursuant to this Section 17.3, County may return Axon Devices to Contractor within 30 days of termination. For the avoidance of doubt, MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components..

18. Notices. See Attachment 1, Section 19.11

19. Non-Exclusive Contract. Not applicable to this Agreement.

20. Remedies. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

21. Severability. See Attachment 1, Section 19.8.

22. Use of County Data. Unless it receives County's prior written consent and except as provided in the Axon documents, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days and upon County's request, either return all County Data to County or will destroy County Data and confirm destruction to County in writing.

As between the parties, County retains ownership of County Data. "County Data" means confidential data in electronic or paper form uploaded into, ingested by, or created in Axon Cloud Services within County's tenant, including, without limitation, media or multimedia, or personal identifying information as defined in A.R.S. § 13-2001(10) uploaded into Axon Cloud Services by County ("Evidence")

23. Books and Records. Contractor will keep and maintain proper and complete books, records and accounts directly relating to this Contract, which will be open at all reasonable times during regular business hours for an inspection and audit up to one time per year during the Contract that does not unreasonably interfere with Contractor's business operations by duly authorized representatives of County upon 10 business days' prior written request. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

24. Public Records.

25.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents related to this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

25.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

25. Legal Arizona Workers Act Compliance.

25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

25.2 Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.

Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

- 25.4. **Subcontractors.** If Contractor subcontracts any portion of this Contract to any subcontractor, Contractor will advise each such subcontractor of County's rights, and the subcontractor's obligations, under this Section 25 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

- 26. Grant Compliance.** Not applicable to this agreement.

- 27. Written Orders.** County will order products or services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone. Except for the goods and services purchased pursuant to Attachment 2, County may cancel part or all of a future un-shipped order at no expense due to obsolescence, planned upgrades, or changes in the SOW.

Contractor must not supply materials or services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. Contractor is entirely responsible for any products shipped in error due to Contractor's oversight. County accepts no responsibility for control of or payment for materials or services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide goods or services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any items provided in excess of that stated in this Contract are at Contractor's own risk.

- 28. Counterparts.** The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

- 29. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 30. Changes and Amendments.** The parties may implement price changes, add products or services deemed to be outside the scope of service, or amend the terms and conditions of this Contract only by a written amendment signed by the parties.

Any addition of related products or services that are deemed to be within the contract scope of service will occur through the issuance by County to Contractor of a revised MA document setting forth the requested changes as quoted by the Contractor and will not constitute an amendment of contract. Any quoted additions become subject to the terms herein. County will provide Contractor a copy of the revised MA upon acceptance of quote.

31. Licensed Software/Software-as-a-Service (SaaS) Terms and Conditions. See Exhibit A.

32. Entire Agreement. The parties are entering into this agreement to include all attachments and appendices herein. If any conflict exists between the terms of this Sole Source Procurement Agreement and any attachment or appendix, the Sole Source Procurement Agreement shall govern.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Sole Source Procurement Agreement and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

Chairman, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Stacey Roseberry

Print DCA Name

9/3/2021

Date

CONTRACTOR

DocuSigned by:

D415764CEA3141D

Authorized Officer Signature

Isayah Fields, EVP and General Counsel

Printed Name and Title

9/3/2021 | 3:06 PM MST

Date

APPROVED AS TO CONTENT

R. J. Kastigar, Chief Deputy *R J Kastigar, Chief Deputy*

Department Head

09/07/2021

Date

Exhibit A
Exhibit A (7 pages)

PIMA COUNTY LICENSED SOFTWARE/SaaS STANDARD TERMS & CONDITIONS

In Sections 1 through 12 below: references to Licensed Software, SaaS, and Software/SaaS Addendums will be inapplicable unless and until the parties execute a Software/SaaS Addendum.

1. **DEFINITIONS.** The following terms will have the meanings set forth in this Section 1 when used in this Agreement.

- 1.1. "Acceptance" is defined in Section 3.1 (*Acceptance*) below.
- 1.2. "Addendum" means Axon's Master Services and Purchasing Agreement (Attachment 1) and any other addendum addressing Software/SaaS executed by authorized representatives of each party. References to Addendums include any attachments to those Addendums, except where this Agreement specifically addresses attachments separately.
- 1.3. "Confidential Information" is defined in Section 4 (*Confidentiality*) below.
- 1.4. "Data Breach" means unauthorized disclosure or exposure of Project Data.
- 1.5. "Licensed Software" means software that Contractor provides for County's reproduction and other use. For the avoidance of doubt, Licensed Software does not include SaaS, though Licensed Software that interfaces with SaaS.
- 1.6. "Project Data" means all information in electronic or paper form uploaded into, ingested by, or created in Axon Cloud Services within County's tenant, including, without limitation, media or multimedia, or personal identifying information as defined in A.R.S. § 13-2001(10) uploaded into Axon Cloud Services by County ("Evidence")
- 1.7. "SaaS" means a software-as-a-service that Contractor hosts (directly or indirectly) for County's use. For the avoidance of doubt, SaaS does not include Licensed Software.
- 1.8. "Specifications" refers to such technical and functional specifications for Licensed Software or SaaS.

2. **ADDENDUMS**

- 2.1. Any Addendum entered into by the parties is incorporated into and forms a part of this Agreement. No change in the scope of work, fee arrangements, or other provisions of an Addendum will be effective unless and until each party accepts such change through a written change order. No Addendum will be construed to amend this main body of this Agreement.
- 2.2. Contractor will provide to County such Licensed Software or SaaS, and other products and services as are set forth in each Addendum.

3. **ACCEPTANCE & REJECTION**

- 3.1. **Acceptance.** "Acceptance" occurs upon the earlier of (a) written notice of acceptance of Licensed Software, or SaaS from County or (b) the tenth day after Contractor has completed and notified County in writing of (as applicable) full installation, implementation, and customization if County has not first given written notice of rejection pursuant to Section 3.2 below. No Licensed Software or SaaS will be deemed accepted until Acceptance. An Addendum may revise the definition of Acceptance with respect to the Licensed Software or SaaS provided pursuant to such Addendum.
- 3.2. **Rejection.** Except as set forth in any applicable Addendum:
 - 3.2.1. County will not reject Licensed Software or SaaS for any reason other than failure to comply with applicable Specifications; and
 - 3.2.2. If County rejects Licensed Software or SaaS, Contractor will promptly repair it so that it meets its Specifications and redeliver it to County.

4. **CONFIDENTIALITY**

- 4.1. **Confidential Information.** "Confidential Information" refers to the following items County discloses to Contractor: (a) any document County marks "confidential"; (b) any information County orally designates as "confidential" at the time of disclosure, provided County confirms such designation in writing within 15 business days; (c) and all personal identifying information protected by A.R.S. § 44-1373, whether or not marked "confidential."

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County's Confidential Information also includes (d) any other nonpublic, sensitive information Contractor should reasonably consider as otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Contractor's possession at the time of disclosure; (ii) is independently developed by Contractor without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Contractor's improper action or inaction; or (iv) is approved for release in writing by County.

- 4.2. **Nondisclosure.** Contractor will not use Confidential Information for any purpose other than to facilitate the provision of products and services to County pursuant to this Agreement. Contractor:
- (a) will not disclose Confidential Information to any employee or contractor of Contractor unless such person needs access for such purpose and, in the case of Contractor's employees and contractors, is subject to a nondisclosure agreement with Contractor/Contractor with terms no less restrictive than those of this Agreement; and (b) will not disclose Project Data to any other third party without County's prior written consent. Without limiting the generality of the foregoing, Contractor will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Contractor will promptly notify County of any misuse or misappropriation of Confidential Information that comes to Contractor's attention. Notwithstanding the foregoing, Contractor may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.
 - (b) Contractor may hire Sub-processors to provide or enhance the Services on its behalf. County consents to this engagement and to Affiliates as Sub-processors. The above authorizations shall constitute County's prior written consent to the sub-processing by Contractor of the processing of County Data. Contractor shall make available to County the current list of Sub-processors who process, including access or store County Data. County may find list on Axon's Cloud Services Privacy Policy: <https://www.axon.com/legal/cloud-services-privacy-policy>. From time to time, Contractor may engage new Sub-processors. County may subscribe to receive notifications of changes to Contractor Sub-processors here: <https://go.axon.com/l/636291/2020-09-11/42s1s9>. If County subscribes, Contractor shall give County notice of any new Sub-processor at least 30 days in advance of providing that Sub-processor with access to County Data. "**Sub-processor**" means any data processor engaged by Contractor or by any other sub-processor of Contractor who agrees to receive from Contractor or from any other sub-processor of Contractor, County Data exclusively intended for processing activities to be carried out on behalf of Contractor after the transfer in accordance with its instructions and the terms of the written subcontract. If personnel of any Sub-processor have unescorted access to unencrypted CJI, then such individuals will be subject to the AZDPS fingerprint background check, sign the CJIS Security Addendum, and undergo CJIS Security Awareness training.
- 4.3. **Termination & Return.** Upon termination or completion of this Agreement, Contractor will return all copies of County Data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed 60 calendar days.
- 4.4. **Retention of Rights.** This Agreement does not transfer ownership of Confidential Information or grant a license thereto, unless this Agreement specifically provides to the contrary. County will retain all right, title, and interest in and to all Confidential Information.

5. DATA MANAGEMENT & SECURITY.

- 5.1. The provisions of this Section 5 apply only if Contractor receives access to Project Data. Contractor recognizes and agrees that Project Data may contain personally identifiable information or other private information, even if the presence of such information is not labeled or disclosed. An Addendum may waive or modify the obligations of this Section 5 with respect to the subject matter of such Addendum.
- 5.2. **Data Management.**
- 5.2.1. ***Access, Use, & Legal Compulsion.*** Unless it receives County's prior written consent including pursuant to the Axon documents (Attachments 1-3), Contractor: (i) will not access, process, or otherwise use Project Data other than as necessary to perform as required in this Agreement; (ii) will not give any of its employees access to Project Data except to the extent that such individual needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a reasonable written agreement with

Exhibit A

Contractor protecting such data, with terms reasonably consistent with those of this Section 5.1 (*Data Management*) and of Section 5.2(*Data Security*) below; and (iii) will not give any third party access to Project Data, including without limitation Contractor's other customers, except subcontractors subject to Subsection 5.2.4 below. Notwithstanding the foregoing, Contractor may disclose Project Data as required by applicable law or by proper legal or governmental authority. Contractor will give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense.

- 5.2.2. *County's Rights.* County possesses and retains all right, title, and interest in and to Project Data, and Contractor's use and possession thereof is solely on County's behalf. County may access and copy any Project Data in Contractor's possession at any time, and Contractor will reasonably facilitate such access and copying promptly after County's request. The parties recognize and agree that Contractor is a bailee for hire with respect to Project Data.
- 5.2.3. *Handling, Retention, & Deletion.* Except as otherwise provided in the Axon documents (Attachments 1-3), Contractor will not erase Project Data, or any copy thereof, without County's prior written consent and will follow any written instructions from County regarding retention and erasure of Project Data. Except as otherwise provided in the Axon documents (Attachments 1-3), unless prohibited by applicable law, Contractor will purge all systems under its control of all Project Data at such time as County may request. Promptly after erasure, Contractor will certify such erasure to County in writing. In purging or erasing Project Data as required by this Agreement, Contractor will leave no data recoverable on its computers or other media, to the maximum extent commercially feasible. Finally, Contractor will not transfer Project Data outside the continental United States of America, including Alaska and Hawaii (the "Approved Region") without County's prior written consent. Contractor's obligations set forth in this Subsection (without limitation) apply likewise to Contractor's successors, including without limitation any trustee in bankruptcy.
- 5.2.4. *Subcontractors.* Contractor will not permit any subcontractor to access Project Data except to the extent that such subcontractor needs access to facilitate the provision of products and services to County pursuant to this Agreement and is subject to a written contract with Contractor protecting the data, with terms reasonably consistent with those of this Section 5.2 (Data Management) and of Section 5.3 (Data Security), specifically including without limitation terms consistent with those of Subsection 5.1.1 (ii) above as applied to subcontractor employees. Contractor will exercise reasonable efforts to ensure that each subcontractor complies with all of the terms of this Agreement related to Project Data. As between Contractor and County, Contractor will pay any fees or costs related to each subcontractor's compliance with such terms, including without limitation terms in Section 5.3 (Data Security) below governing audits and inspections.
- 5.2.5. *Applicable Law.* Contractor will comply with all applicable laws and regulations governing the handling of Project Data and will not engage in any activity related to Project Data that would place County in violation of any applicable law or regulation.
- 5.3. Data Security.
- 5.3.1. In addition to the requirements below of this Section 5.2, Contractor will exercise commercially reasonable efforts to prevent unauthorized exposure or disclosure of Project Data and will observe any data security procedures set forth in the applicable Addendum. *DataSec Program.* Contractor will maintain, implement, and comply with a written data security program (the "DataSec Program") that requires commercially reasonable policies and procedures to ensure compliance with this Section 5.2 and with Section 5.1 above (Data Management). The DataSec Program's policies and procedures will contain administrative, technical, and physical safeguards, including without limitation: (i) guidelines on the proper disposal of Project Data after it is no longer needed to carry out the purposes of the Agreement; (ii) access controls on electronic systems used to maintain, access, or transmit Project Data; (iii) access restrictions at physical locations containing Project Data; (iv) encryption of electronic Project Data, transmitted over an unsecured network; (v) dual control procedures; (vi) testing and monitoring of electronic systems; and (vii) procedures to detect actual and attempted attacks on or intrusions into the systems containing or accessing Project Data.

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Contractor will review the DataSec Program and all other Project Data security precautions regularly, but no less than annually, and update and maintain them to comply with applicable laws, regulations, technology changes, and best practices.

- 5.3.2. *Employee Background Checks.* Contractor will not allow any of its employees or subcontractor personnel to access Project Data except to the extent that such individual has received a clean report with regard to each of the following: (i) verifications of education and work history; (ii) a 7-year all residence criminal offender record information check; and (iii) a 7-year federal criminal offender record information check. Contractor employees with access or exposure to unencrypted Project Data will be submitted to the Arizona Department of Public Safety for fingerprint-based background checks IAW CJIS Security Policy.

(A clean report refers to a report with no discrepancies in education or work history and no criminal investigations or convictions related to felonies or to crimes involving identity theft or other misuse of sensitive information.) However, the requirements of the preceding sentence will not apply to the extent forbidden by applicable law.

- 5.3.3. *Audits & Testing.*

5.3.3.1. Contractor will retain a certified public accounting firm to perform an annual audit of the Services' data protection features and to provide a SOC 2 Type II report, pursuant to the standards of the American Institute of Certified Public Accountants (the "AICPA"). The most current report will be due to County within 15 business days of the effective date and thereafter annually within 15 business days of Contractor's receipt from the audit firm. If the AICPA revises its relevant reporting standards, Contractor will provide the report that then most closely resembles a SOC 2 Type II report. In addition, Contractor will annually conduct its own internal security audit and address security gaps in compliance with its security policies and procedures, including without limitation the DataSec Program.

5.3.3.2. If requested by County, Contractor will, on a quarterly basis: (A) permit security reviews (e.g., intrusion detection, firewalls, routers) by County on systems storing or processing Project Data and on Contractor policies and procedures relating to the foregoing; and (B) permit announced inspection of any or all security processes and procedures during the term of this Agreement, including without limitation penetration tests, provided Contractor is not required to permit any review or inspection that may compromise the security of Contractor's other customers or of their data. The County shall provide Contractor reasonable prior written notice of its intention to perform such inspection and the County and Contractor shall mutually agree on a date on which such an inspection will take place.

5.3.3.3. Any report or other result generated through the tests or audits required by this Subsection 5.2.3 will be Contractor's Confidential Information. If any audit or test referenced above uncovers deficiencies or identifies suggested changes in Contractor's performance of the Services, Contractor will exercise reasonable efforts promptly to address such identified deficiencies and suggested changes, including without limitation by revising the DataSec Program.

- 5.3.4. *Data Breaches.* Contractor will implement and maintain a program for managing actual or suspected Data Breaches. In the event of a Data Breach, or in the event that Contractor suspects a Data Breach, Contractor will (i) promptly notify County by telephone or in person and (ii) cooperate with County and law enforcement agencies, where applicable, to investigate and resolve the Data Breach, including without limitation by providing reasonable assistance to County in notifying injured third parties. In addition, Contractor will provide 1 year of credit monitoring service to any affected individual, unless the Data Breach resulted from County's act or omission. Contractor will give County prompt access to such records related to a Data Breach as County may reasonably request; provided such records will be Contractor's Confidential Information, and Contractor will not be required to provide County with records belonging to, or compromising the security of its other customers. The provisions of this Subsection 5.2.4 do not limit County's other rights or remedies, if any, resulting from a Data Breach.

Exhibit A**6. RIGHT TO AUDIT.**

- 6.1. During the Term, and for a period of five (5) years thereafter, or such longer period as may be required by any law, rule, or regulation applicable to County, Contractor shall maintain and provide, and shall ensure that its subcontractors maintain and provide, access, electronic or otherwise, to complete and accurate books, records, documents, data (specifically excluding County Data), and information relating to Contractor's performance (and any Contractor subcontractor's performance) pursuant to this Agreement, (the "Records").
- 6.2. All such records, documents, data and information shall be maintained in such form (for example, in paper or electronic form) as County may reasonably direct. County shall have the right, during business hours, at its own expense (except as otherwise provided herein), and upon ten (10) days' notice (except to the extent County is unable, using commercially reasonable efforts, to provide such notice and comply with applicable law or the requests of legal authorities), to audit, review, and copy the Records for any reasonable business purpose.
- 6.3. Contractor shall provide to County such assistance as it reasonably requires in connection with audits or examinations pursuant to this Section. Contractor shall reasonably cooperate with County and its designees in connection with audit functions and with regard to examinations by legal authorities, if required.
- 6.4. If any audit or examination reveals that Contractor's invoices for the audited period are not correct, Contractor shall promptly reimburse County for the amount of any overcharges, or County shall promptly pay Contractor for the amount of any undercharges subject to the terms of the Agreement. Any amounts unpaid by Contractor may be set-off by County against any other amounts that may be due to Contractor under the Agreement.
- 6.5. If any audit reveals a discrepancy of more than five percent (5%) of the invoiced amount for any period audited or any material breach(s) of Contractor's obligation to timely and properly provide and perform the Services, Contractor shall bear the cost of such audit.
- 6.6. Nothing in the Agreement shall limit or restrict the rights of either party in discovery proceedings pursuant to any civil litigation or governmental, regulatory or criminal proceeding.

7. CONTRACTOR'S WARRANTIES

- 7.1. Preexisting Confidential Information. Contractor represents and warrants that it has, before the effective date, maintained confidential and secret any Confidential Information as required by Section 4 above and protected any Project Data as required by Section 5 above.
- 7.2. Intellectual Property. Contractor represents and warrants that neither the Professional Services nor any Licensed Software, SaaS, or Deliverable will infringe a patent, copyright, trade secret, or other intellectual property right of any third party, and that it has and will maintain the full power and authority to grant the intellectual property rights set forth in this Agreement without the further consent of any third party, including without limitation Contractor's employees and contractors. In case the use of any portion of a Deliverable, Licensed Software, or SaaS is enjoined, Contractor will, at its own expense and option: (a) procure for County the right to continue use of the Deliverable, Licensed Software, or SaaS; (b) replace the Deliverable, Licensed Software, or SaaS with a non-infringing version of comparable functionality; or (c) issue a full refund of fees paid but unearned pursuant to such Addendum. The preceding sentence does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty.
- 7.3. Intentionally deleted..
- 7.4. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 7, AND SECTION 12, OR IN AN ADDENDUM, CONTRACTOR OFFERS NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
8. **SURVIVAL & DATA RETURN.** The following provisions of this Agreement will survive any expiration or termination of this Agreement: Sections 4, 5.1, 5.2 (to the extent, if any, that Contractor retains Project Data), 6, and 9, as well as any provision that must survive to fulfill its essential purpose. Furthermore, a grant of property or intellectual property rights to County that by its terms continues for longer than the duration of this Agreement will survive expiration or termination of this Agreement, except termination for County's breach of its obligations to pay for such property or rights.

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Promptly after termination or expiration of an Addendum or of this Agreement, Contractor will return to County all Project Data and all other County data in such format as County may reasonably require and permanently erase all copies thereof; provided the terms of an Addendum may alter the requirements of this sentence.

9. **LICENSE, SUBSCRIPTION, & SOFTWARE/SAAS ADDENDUMS.** Contractor hereby grants County: a subscription to access and use the SaaS pursuant to the terms of Contractor's quote.

The subscription in the preceding sentence grant rights no less than is consistent with the goals and requirements of the Software/SaaS Addendum.

10. **SERVICE LEVELS & MAINTENANCE**

- 10.1. Licensed Software Maintenance. Except to the extent that a Software/SaaS Addendum provides to the contrary:

10.1.1. *Maintenance.* During the term of this Agreement, Contractor will maintain the Licensed Software and SaaS so that they perform in material compliance with their Specifications.

10.1.2. *Intentionally deleted.*

- 10.2. SaaS Service Level Agreement. Except to the extent that a Software/SaaS Addendum provides to the contrary, during the term of this Agreement, Contractor will maintain the SaaS as set forth in Appendix 1, attached hereto and incorporated herein by reference.

11. **Intentionally deleted.**

12. **FUNCTIONALITY & RELATED WARRANTIES.** Except to the extent that a Software/SaaS Addendum provides to the contrary:

12.1. Intentionally deleted.

- 12.2. SaaS Warranties. Contractor warrants that the SaaS will materially conform to its Specifications The preceding sentence: (a) does not limit any County right to recover fees paid pursuant to other Addendums where products or services provided thereunder are compromised or of reduced value as a result of the breach of warranty; and (b) does not limit any service level commitments set forth in Subsection 10.1.1 above or in a Software/SaaS Addendum.

- 12.3. Supporting Services. Contractor represents and warrants that it will provide any service that supports Licensed Software or SaaS, including without limitation maintenance services, in a professional and workmanlike manner.

Exhibit A

Appendix 1
Service Level Agreement

This Service Level Agreement (**SLA**) is a policy governing the use of the Axon Cloud Services (**Service Offerings**).

1 **Definitions.**

“**Downtime**” are periods of time, measured in minutes, in which the Service Offering is Unavailable to the County. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions.

“**Incident**” a period of time in which the County experiences Downtime.

“**Maximum Available Minutes**” is the total accumulated minutes during a Service Month for the Service Offering.

“**Monthly Uptime Percentage**” is (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.

“**Scheduled Downtime**” are periods of time, measured in minutes, in which the Service Offering is unavailable to the County and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes.

“**Service Month**” is a calendar month at Coordinated Universal Time (UTC).

“**Unavailable**” and “**Unavailability**” is when the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

2 **Service Level Objective.** Contractor will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time.

3 **Guaranteed Service Level and Credits.** If Contractor fails to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, the County may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to the County.

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

4 **Requesting Service Credits.** In order for Contractor to consider a claim for Service Credits, the County must submit the claim to Contractor’s customer support, including all information necessary for Contractor to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

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

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

5 **Service Maintenance.** Maintenance will take place according to Contractor’s prevailing Maintenance Schedule, which may be found at: <https://www.axon.com/trust/maintenance>. Maintenance periods may periodically result in the Service Offerings being Unavailable to the County. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits

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Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Contractor. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credits

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

END OF LICENSED SOFTWARE/SAAS STANDARD TERMS & CONDITIONS



Master Services and Purchasing Agreement between Axon and Agency

This Master Services and Purchasing Agreement (“**Agreement**”) is between Axon Enterprise, Inc., a Delaware corporation (“**Axon**”), and the agency on the Quote (“**Agency**”). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote (“**Effective Date**”). Axon and Agency are each a “**Party**” and collectively “**Parties**”. This Agreement governs Agency’s purchase and use of the Axon Devices and Services detailed in the Quote Appendix (“**Quote**”). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions.**

“**Axon Cloud Services**” means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

“**Axon Device**” means all hardware provided by Axon under this Agreement.

“**Quote**” means an offer to sell and is only valid for devices and services on the quote at the specified prices. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon will remedy any orders resulting from such errors at its own expense.

“**Services**” means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services pursuant to Sole Source Agreement, Section 2.

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

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after and confirmed delivery of the applicable Axon Device. If Axon ships the Axon Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Axon Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote (“**Subscription Term**”).

3 **Intentionally deleted.**

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

5 **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are FOB shipping point Destination via common carrier. Title and risk of loss remain with Axon until goods pass to Agency upon Axon’s delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law, and as noted in Sole Source Agreement, Section 27.

7 **Warranty.**

7.1 Hardware Limited Warranty. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency’s receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency’s receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency’s receipt. Used conducted energy weapon (“**CEW**”) cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon’s warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.



Master Services and Purchasing Agreement between Axon and Agency

- 7.2 Claims.** If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Axon Device will be new or like new. Axon will warrant the replacement Axon Device for the longer of (a) the remaining warranty of the original Axon Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.

- 7.3 Spare Axon Devices.** For qualified purchases, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.4 Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number.

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

7.4.2 Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

- 8 Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference as Appendix K.

- 9 Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

- 10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency.

- 11 Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to Agency's election not to utilize any portion of an Axon bundle.

- 12 Intentionally deleted.**



Master Services and Purchasing Agreement between Axon and Agency

- 13 **Intentionally deleted.**
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Intentionally deleted.**
- 18 **Intentionally deleted.**
- 19 **General.**
- 19.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2 **Intentionally deleted.**
- 19.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4 **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 19.6 **Intentionally deleted.**
- 19.7 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8 **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9 **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 19.10 **Intentionally deleted.**
- 19.11 **Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:



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

Agency: Pima County Sheriff's Department
Attn: Frank Samaniego
Street Address: 1750 East Benson Highway
City, State, Zip: Tucson, AZ, 85714
Email: frank.sameniego@sheriff.pima.gov

19.12 Intentionally deleted.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

Agency

Signature: R J Kastigar, Chief Deputy

Name: R. J Kastigar

Title: Chief Deputy

Date: 09/07/2021



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Axon Cloud Services Terms of Use – Appendix A

1 Definitions.

“**Agency Content**” is data uploaded into, ingested by, or created in Axon Cloud Services within Agency’s tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

“**Evidence**” is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

“**Non-Content Data**” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

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

2 Access. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data (“**TASER Data**”). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 Agency Owns Agency Content. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon’s business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Upon request by Axon unless in the event of an emergency, Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4 Security. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 Agency Responsibilities. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user’s access to Axon Cloud Services.



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Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- 6 **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
- 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will notify agency when it has determined the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Except in emergency events, Axon will give the Agency prior written notification of intent to suspend to include cause for suspension, and work with Agency to expedite return to access and service. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

- 11 **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.



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- 12** **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 13** **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

- 14** **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

- 15** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.



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- 16** **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data”, as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government’s needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17** **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.



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Axon Customer Experience Improvement Program – Appendix B

- 1 **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon’s development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, “**ACEIP Purposes**”). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

1.1 **ACEIP Tier 1.**

- 1.1.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, “**ACEIP Content**”). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual (“**Privacy Preserving Technique(s)**”). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices

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



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applicable to the Agency Content or ACEIP Content (“Use Case”). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) (“**New Use Case**”).

1.1.2. Expiration of ACEIP Tier 1. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency’s request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

1.2 ACEIP Tier 2. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon’s services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2, grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon’s services by participating in ACEIP Tier 2 in addition to Tier 1. By checking this box, Agency hereby agrees to the Axon Customer Experience Improvement Program Tier 2 Terms of Service, available at <https://www.axon.com/sales-terms-and-conditions> and incorporated herein by reference.

Agency may revoke its selection at any time.



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Professional Services – Appendix C

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

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

CEW Services Packages. CEW Services Packages are detailed below:

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

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

<p>Archival of CEW Firing Logs Axon’s on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.</p>
<p>Return of Old Weapons Axon’s on-site professional service team will ship all old weapons back to Axon’s headquarters. Axon will provide Agency with a Certificate of Destruction</p>

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

4 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 500 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

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

5 **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.



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



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Technology Assurance Plan – Appendix D

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

- 1 **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.
- 2 **Officer Safety Plan.** If Agency purchases an Officer Safety Plan (“OSP”), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
- 3 **OSP 7 Term.** OSP 7 begins after Axon delivers the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month (“OSP 7 Term”).
- 4 **TAP BWC Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera (“BWC Upgrade”) as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock, provided that if the BWC Upgrade utilizes different accessories or an Axon Dock Axon will provide Agency compatible accessories or an Axon Dock.
- 5 **TAP Dock Upgrade.** If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“Dock Upgrade”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
- 6 **Upgrade Delay.** Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
- 7 **Upgrade Change.** If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Axon Device.** Within sixty (60) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
- 9 **Termination.** If Agency’s payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1 TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2 Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.



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TASER 7 – Appendix E

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon.

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

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

- 5 **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on Agency's receipt of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 Start date.
- 6 **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end users than the Quote specifies.
- 7 **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
- 8 **Termination.** If payment for TASER 7 is more than 30 days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:



Master Services and Purchasing Agreement

- 8.1** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 8.2** Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 8.3** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



Master Services and Purchasing Agreement

Axon Auto-Tagging – Appendix F

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS, except if Agency changes to an Axon-provided CAD or RMS solution.
- 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 limited, security-appropriate access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



Master Services and Purchasing Agreement

Axon Respond – Appendix G

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus.

- 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. Agency may elect either of Axon's telecommunications service providers in the United States to provide the LTE Services hereunder at any time before Axon ships the Axon Device associated with such service by written notice to Axon. Otherwise, Axon will utilize a carrier of Axon's choice to provide LTE service. Axon will not 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.

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 has publicly disclosed any contractual relationships with its current wireless service provider(s).

- 6 Termination.** Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Aware services, including any Axon-provided LTE service.



Master Services and Purchasing Agreement

Add-on Services - Appendix H

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1** **Subscription Term.** If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency.

If Agency purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

- 2** **Axon Citizen Storage.** For Axon Citizen, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

- 3** **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



Master Services and Purchasing Agreement

Axon Auto-Transcribe – Appendix I

This Appendix applies to Axon Auto-Transcribe.

- 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.

Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

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.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



Master Services and Purchasing Agreement

Axon Virtual Reality Content Terms of Use – Appendix J

- 1 **Term.** The Quote will detail the duration of the Virtual Reality Content license.
- 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 Axon's Virtual Reality Content, 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 Content licenses from Axon. Agency may not use Virtual Reality Content 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 Content;
 - 3.2 reverse engineer, disassemble, or decompile Virtual Reality Content or apply any process to derive the source code of Virtual Reality Content, or allow others to do the same;
 - 3.3 copy Virtual Reality Content in whole or part, except as expressly permitted in this Agreement;
 - 3.4 use trade secret information contained in Virtual Reality Content;
 - 3.5 resell, rent, loan or sublicense Virtual Reality Content;
 - 3.6 access Virtual Reality Content to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Content; 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 Content or any copies of Virtual Reality Content.
- 4 **Termination.** Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

STATEMENT OF WORK DOCUMENT

Axon Channel Services

Created For: Pima County Sheriff

Sold By:	Ben Rubke
Designed By:	Jason South
Deployed By:	Axon PSO

MIGRATION OVERVIEW

Channel Services Summary	
Total Data	<ul style="list-style-type: none"> 68TB
Customer Data Source	<ul style="list-style-type: none"> Linear Systems DIMS
Details	Axon will perform the migration of data remotely in accordance with Statement of Work below.

CHANNEL SERVICE DETAILS

The following sections detail the channel services to be provided

Data Details

Total Data	<ul style="list-style-type: none"> 68 Terabytes of digital data will be imported in Axon Evidence
Evidence Audit Trails	<ul style="list-style-type: none"> Evidence Audit trails presented in an accessible format and will be ingested into Evidence.com
Metadata	<ul style="list-style-type: none"> Metadata in an accessible format will be migrated <p>Customer will work with Axon to mutually determine and agree on appropriate Axon Evidence fields to map this metadata. This can be described in the metadata mapping matrix.</p>

Service

Channel Service	<p>Axon will facilitate the one-time migration of evidence data indicated in the data details section of this document to customer's Axon Evidence instance for storage and management. Playback of assets migrated is not necessarily supported in Axon Evidence, this can be verified prior to initiation of services by ingesting a sample of each file type into Axon Evidence.</p> <p>An Axon Field Engineer (AFE) will develop the migration software. The AFE will remotely install and run the software on customer's network to facilitate the migration directly to your Axon Evidence instance. Evidence will be encrypted during transfer and securely hashed to verify completion and authenticity of migrated evidence.</p> <p>At the completion of the channel services, Axon will notify customer and provide verification reports. These reports include hash comparisons for authenticating the data migrated. When customer has verified migration of all requested data, customer may uninstall migration software and delete the legacy data in accordance</p>
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	<p>with your policies.</p> <p>IMPORTANT NOTE: It may not be possible to manipulate access lists in Evidence.com during the ingestion process, therefore sensitive/restricted evidence may require manual upload and/or manual access control settings by the customer once uploaded into Evidence.com. Axon will work to automate as much of this work as possible, but there may be certain objects that remain outside of the automated ingestion.</p>
<p>Preliminary Work</p>	<p>Prior to the start of the project:</p> <ul style="list-style-type: none"> ▪ Customer will cease ingestion of new data into legacy system. ▪ Customer is responsible for ensuring data is provided in an unencrypted, accessible format, and single database structure. Inaccessible structures must be exported to a delimited format to allow Axon to parse and map metadata and audits. ▪ Each asset should have an associated metadata file and an associated audit file in a delimited format that can be parsed (such as .csv). The file name of each asset export should be a field in the metadata and audit export so they can be associated to the file. Customer may send Axon an export sample set prior to doing a full export. ▪ Customer will create or designate sample files to test the migration tool. Sample files should be in the format of the export. ▪ Customer will create API clients via Axon Evidence administrative interface with documentation and support from Axon Project Manager ▪ Customer will securely share API client outputs, and sample export files with Axon via an access controlled Sharepoint folder, OneDrive folder, or a customer provided tool. <p>Access to exported data is solely for the purposes of the Axon Field engineer to review the data structure, develop, and test the migration software.</p>
<p>Testing and Validation</p>	<p>An Axon Field Engineer (AFE) will develop and test migration software using the provided exported files. Customer resource shall be made reasonably available throughout development to support navigation of legacy exports and validation of the Axon Evidence fields to map metadata.</p> <p>Upon completion of development Axon Project Manager will schedule a call with customer stakeholders. Axon will demonstrate a migration into test Axon Evidence instance. Customer will sign off that the required metadata fields are present and match up to mutually agreed Axon Evidence fields.</p>

Transfer Facilitation Method	<p>Upon completion and validation of the software, customer will provide AFE remote administrative AFE access to install and run the migration software on the server storing the exports. Remote access can be provided through a Zoom meeting or customer provided VPN.</p> <p>An AFE will access customer network to install and run the migration software. This will run on customer network directly to your Axon Evidence instance. Evidence will be encrypted during transfer and securely hashed to verify completion and authenticity of migrated evidence.</p> <p>During migration, Axon's Field engineer will periodically access customer network to check the migration status and verify its operation. Axon Field Engineer will review failure logs to identify and rectify any issues and retry to migrate any failures. At the completion of the migration any unresolved failures will be provided in a report to the customer.</p>
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Technical Resources

Hardware Specifications	Customer will provide access to a modern Windows server on customer network as detailed in the server specifications document in Appendix 1.
Connectivity Specifications	API requests require HTTPS port 443, network IP should be whitelisted in customer Axon Evidence account. Migration speed is dependent on bandwidth availability at customer site.
Availability	Customer will ensure 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 including but not limited to explanation and verification of metadata mapping and facilitating network access.

Agreement

Project Management	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful migration. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and service being implemented.</p> <p>He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.</p>
Acceptance	<p>At the completion of the migration, Axon will notify customer, provide verification reports, and an acceptance form. Upon receipt of notification, customer is responsible for reviewing provided reports and Axon Evidence auditing tools to verify that the scope of the project has been completed including but not limited to the migration and hash verification of all requested of data, metadata, and audit trails. Acceptance forms must be accepted or rejected within ten business days of receipt or acceptance is automatically verified.</p>

Data Ownership

Data Ownership	<ol style="list-style-type: none"> 1. All digital evidence stored on Axon's Axon Evidence is owned by the customer. Our contracts are constructed to ensure that you retain all ownership of your data. Should the agreement be terminated, Axon will provide access for the State to securely migrate its own data or offer a service for Axon to migrate the data on behalf of the State. 2. All digital evidence stored on the Axon Evidence platform is owned by the agency and can be exported at any time. This process can be facilitated in a number of ways including the bulk export feature. If your agency wishes to extract all data stored in the application, data is exported in the format it was recorded (MP4 for Axon captured files). The simplest method for data/metadata return is via system APIs. Axon's API manual will be made available upon request, which details steps for developers to follow for this contingency. This would facilitate the return of data with minimal cost and high efficiency.
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Axon Enterprise Inc.

By signing this Statement of Work, you are agreeing to the items set forth in this document and Axon's Master Services & Purchasing Agreement and Channel Services Appendix. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign Statement of Work.

Changes to the scope of this SOW 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.

Signature: _____

Date: _____

Name (Print): _____

Title: _____

Appendix 1

System Requirements and Firewall Permissions

Customer will provide access to a modern Windows server to install and run migration tool.

- Server should be running on customer network
- Server should have connection to the legacy database
- Server should have connection to file repository(s)

Server Hardware Requirements

	Minimum	Recommended
Processor	1x Quad-Core Intel Xeon E3 (1.7 GHz)	2x Quad-Core Intel Xeon E5 (2.66 GHz)
Memory	32 RAM GB	64 GB RAM
Internal Drive	500 GB HDD	500 GB SSD
Network	10/100 Ethernet	Gigabit Ethernet
Operating System	Windows Server 2008 R2	Windows Server 2012 R2

DB Server

Depending on the configuration and location of the legacy DB server, file repository, and customer's firewall, some special configuration might be required to ensure communication with the server where the migration application is running.

Ports

The following ports should be opened:

Type	Port
Outbound	HTTPS 443
Outbound	53
Outbound	80

**Attachment 2 (9 pages)
BUNDLE PRICING QUOTE**



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-322314-44391.961BR

Issued: 07/14/2021

Quote Expiration: 10/31/2021

Account Number: 106880

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery-1505 E Apache Park Pl 1505 E Apache Park Pl Tucson, AZ 85714-1777	Pima County Sheriff's Office - AZ PO Box 791 Tucson, AZ 85702-0791
USA	USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Rubke Phone: +1 4153149573 Email: brubke@axon.com	Lt. Mark Dinniman Phone: (520) 351-6526 Email: mark.dinniman@sheriff.pima.gov
Fax:	Fax:

Program Length	123 Months
TOTAL COST	\$21,390,190.00
ESTIMATED TOTAL W/ TAX	\$23,122,232.83

Discounts	\$3,449,507.00
Taser 7 Trade-In Credit	\$33,900.00

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Upfront HW and 3 Months \$0 Software	Nov, 2021	\$489,300.00
Year 1	Feb, 2022	\$1,046,521.00
Year 2	Feb, 2023	\$2,625,800.00
Year 3	Feb, 2024	\$2,625,800.00
Year 4	Feb, 2025	\$2,625,800.00
Year 5	Feb, 2026	\$2,625,800.00
Year 6	Feb, 2027	\$1,849,822.00
Year 7	Feb, 2028	\$1,849,822.00
Year 8	Feb, 2029	\$1,849,822.00
Year 9	Feb, 2030	\$1,849,822.00

Year 10	Feb, 2031	\$1,849,822.00
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BILLED ON FULFILLMENT		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Professional Services & Training	As Fulfilled	\$101,999.00

Quote Details

Bundle Summary				
Item	Description	QTY	Average Cost Per Year	Cost Per User Per Month
AB3C	AB3 Camera Bundle	700	\$47,736.59	\$5.68
AB3MBD	AB3 Multi Bay Dock Bundle	119	\$0.00	\$0.00
DynamicBundle	Dynamic Bundle	1	\$0.00	\$0.00
OSP7+Premium10Year	2021 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year	700	\$1,808,563.02	\$215.31
ProLicense	Pro License Bundle	15	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	100	\$0.00	\$0.00
Unlimited7+Premium10yr	2021 Unlimited7+ Premium 10 Year Bundle	100	\$220,597.07	\$183.83

Bundle: AB3 Camera Bundle Quantity: 700 Start: 11/15/2021 End: 2/14/2032 Total: 489300 USD				
Category	Item	Description	Requested Ship Date	
Camera	73202	AXON BODY 3 - NA10	10/15/2021	
Spare Camera	73202	AXON BODY 3 - NA10	10/15/2021	
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/15/2021	
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/15/2021	
Spare Mounts	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/15/2021	
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/15/2021	

Bundle: AB3 Multi Bay Dock Bundle Quantity: 119 Start: 11/15/2021 End: 2/14/2032 Total: 0 USD				
Category	Item	Description	Requested Ship Date	
Dock	74210	AXON BODY 3 - 8 BAY DOCK	11/15/2021	
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	11/15/2021	
Wall Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	11/15/2021	

Bundle: Dynamic Bundle Quantity: 1 Start: 11/15/2021 End: 2/14/2022 Total: 0 USD				
Category	Item	Description	Requested Ship Date	
Other	20271	AXON VR CONTROLLER KIT -- TASER + GLOCK	10/15/2021	
Other	20378	HTC FOCUS 3 VR HEADSET	10/15/2021	

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS Premium 10 Year Quantity: 700 Start: 11/15/2021 End: 2/14/2032 Total: 18537771 USD

Category	Item	Description	Requested Ship Date
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	
Records	73681	AXON RECORDS FULL	
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	
Redaction	73478	REDACTION ASSISTANT USER LICENSE	
Performance	73739	PERFORMANCE LICENSE	
Auto Tagging	73682	AUTO TAGGING LICENSE	
On-Demand Transcription	85760	Auto-Transcribe Unlimited Service	
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/15/2021
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/15/2021
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	07/15/2024
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	01/15/2027
Camera Refresh 3 with Spares	73345	AXON CAMERA REFRESH THREE	07/15/2029
Camera Refresh 4 with Spares	73346	AXON CAMERA REFRESH FOUR	01/15/2032
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	
Multi Bay Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10/15/2021
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	07/15/2024
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	01/15/2027
Multi-bay Dock Refresh 3	73347	MULTI-BAY BWC DOCK 3RD REFRESH	07/15/2029
Multi-bay Dock Refresh 4	73348	MULTI-BAY BWC DOCK 4TH REFRESH	01/15/2032
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	
Battery & Warranty Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	10/15/2021
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	10/15/2021
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10/15/2021
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/15/2021
Halt Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	10/15/2021
Dock & Warranty Bundle	74200	TASER 7 6-BAY DOCK AND CORE	10/15/2021
Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10/15/2021

Hardware Placeholder	20242	TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS	10/15/2026
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10/15/2021
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/15/2021
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	10/15/2021
Spare Handle & Warranty Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10/15/2021
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10/15/2021
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	
Taser 7 Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	10/15/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10/15/2021
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/15/2021
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/15/2022
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10/15/2022
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10/15/2023
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/15/2023
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10/15/2024
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/15/2024
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/15/2025
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10/15/2025
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10/15/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10/15/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	04/15/2024
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10/15/2021
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	04/15/2024
Duty Cartridge Replenishment Plan	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	10/15/2021
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	10/15/2021
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	10/15/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	10/15/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	10/15/2021
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	10/15/2021
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	10/15/2021

Individual Items USD

Category	Item	Description	Requested Ship Date
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Other	85055	AXON FULL SERVICE	
Other	85055	AXON FULL SERVICE	
Other	85055	AXON FULL SERVICE	
Other	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	
Other	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	
Other	85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING	
Other	73684	10 GB EVIDENCE.COM ARCHIVAL A-LA-CART STORAGE	01/15/2021

Bundle: Pro License Bundle Quantity: 15 Start: 11/15/2022 End: 2/14/2032 Total: 0 USD

Category	Item	Description	Requested Ship Date
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	

Bundle: AB3 Camera Bundle Quantity: 100 Start: 11/15/2021 End: 2/14/2032 Total: 0 USD

Category	Item	Description	Requested Ship Date
Camera	73202	AXON BODY 3 - NA10	10/15/2021
Spare Camera	73202	AXON BODY 3 - NA10	10/15/2021
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/15/2021
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/15/2021
Spare Mounts	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/15/2021
Spare USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/15/2021

Bundle: 2021 Unlimited7+ Premium 10 Year Bundle Quantity: 100 Start: 11/15/2021 End: 2/14/2032 Total: 2261120 USD

Category	Item	Description	Requested Ship Date
E.com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
Viewer License	73687	EVIDENCE.COM VIEWER LICENSE	
Device Storage	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	
Records	73681	AXON RECORDS FULL	
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	
Redaction	73478	REDACTION ASSISTANT USER LICENSE	
Performance	73739	PERFORMANCE LICENSE	
Auto Tagging	73682	AUTO TAGGING LICENSE	
On-Demand Transcription	85760	Auto-Transcribe Unlimited Service	
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/15/2021

Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/15/2021
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	04/15/2024
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	10/15/2026
Camera Refresh 3 with Spares	73345	AXON CAMERA REFRESH THREE	04/15/2029
Camera Refresh 4 with Spares	73346	AXON CAMERA REFRESH FOUR	10/15/2031
VR Software	20370	FULL VR TASER 7 ADD-ON USER ACCESS	
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	10/15/2021
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	10/15/2021

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

7/14/2021

Attachment 3 (1 page)
UNIT PRICING QUOTE

ITEM #	ITEM NAME	QTY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
	Items to include and satisfy all Solicitation & Agreement requirements, General & Item Specifications				
1	73202 Axon Body 3 Camera - NA10	800	EA	\$699.00	\$559,200.00
2	20008 Taser 7 Handle, Yellow, Hi-Viz, Green Laser Class 3R	800	EA	\$3,600.00	\$2,880,000.00
3	20160 Taser 7 Holster-Safariland RH+Cart Carrier	1	EA	\$80.00	\$80.00
4	20068 Taser 7 Holster-Safariland LH	1	EA	\$80.00	\$80.00
5	20062 Taser 7 Holster-Blackhawk RH	1	EA	\$80.00	\$80.00
6	20067 Taser 7 Holster-Blackhawk LH	1	EA	\$80.00	\$80.00
7	22196 Taser 7 VR Cartridge, Standoff (3.5 degree)	1	EA	\$50.00	\$50.00
8	22197 Taser 7 VR Cartridge, Close-Quarters, (12 degree)	1	EA	\$80.00	\$80.00
9	75015 Signal Sidearm Kit	1	EA	\$249.00	\$249.00
10	71044 Battery, Signal Sidearm CR2430, Single Pack	1	EA	\$5.00	\$5.00
11	Additional On-Site Assistance BWC Full Service Package	1	DAY	\$2,000.00	\$2,000.00
12	Additional Axon Instructor Day	1	DAY	\$2,000.00	\$2,000.00
13	Additional Evidence Sharing Training	1	DAY	\$2,000.00	\$2,000.00
14	Additional End User Go Live Training	1	DAY	\$2,000.00	\$2,000.00
15	Additional On-Site Assistance CEW Service Package	1	DAY	\$2,500.00	\$2,500.00
16	On site support for CAD/RMS replacment needs	1	DAY	\$2,500.00	\$2,500.00
17	Auto Transcribe Support Services	1	DAY	\$2,500.00	\$2,500.00
18	Return Shipping (median cost most LTL carriers in U.S.)	1000	LB	\$0.32	\$320.00
TOTAL					\$3,455,724.00

Quantities and prices listed above are estimates intended for budgeting purposes only. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. Prices are subject to rate increase terms in Sole Source Agreement, Section 5.

(END ATTACHMENT 3)