

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 49, SERIES 2024**

**A RESOLUTION APPROVING THE RENEWAL CONTRACT FOR BODY WORN  
CAMERAS WITH AXON ENTERPRISES, INC**

**WHEREAS**, the Town Council of the Town of Timnath (“Town”) pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

**WHEREAS**, the Town has included in the 2024 Public Safety budget and future year projections the cost of body worn camera hardware and software for the Town; and

**WHEREAS**, attached hereto as **Exhibit A** is the Agreement for body worn cameras; and

**WHEREAS**, the Town Council is familiar with the need and finds it to be in the best interest of the Town, its residents and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:**

**Section 1. Approval**

The expenditure of funds is hereby approved for the renewal and consolidation of the body worn camera contracts. The Agreement may be finalized by the Town Manager, in consultation with the Police Chief, Legal, and Finance, so long as the expenditures do not exceed the annual budget for Officer Uniforms and PPE and Computer software.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON JUNE 25, 2024.**

**TOWN OF TIMNATH, COLORADO**



Robert Axmacher, Mayor

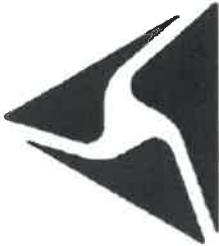
**ATTEST:**



Milissa Peters-Garcia, CMC  
Town Clerk



**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-577503-45428.888RB**

Issued: 05/15/2024

Quote Expiration: 06/30/2024

Estimated Contract Start Date: 07/15/2024

Account Number: 310824

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Ship and Invoice to - 5601 E Harmony Rd 5601 E Harmony Rd Fort Collins, CO 80528-9520 USA	Timnath Police Dept. - CO 4750 Signal Tree Dr Timnath CO 80547-4907 USA Email:	Roman Butler Phone: Email: rbutler@axon.com Fax:	Charles Richards Phone: Email: crichards@timmathgov.com Fax:

**Quote Summary**

Program Length	64 Months
<b>TOTAL COST</b>	<b>\$222,501.80</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$222,501.80</b>

**Discount Summary**

Average Savings Per Year	\$8,727.03
<b>TOTAL SAVINGS</b>	<b>\$46,544.16</b>

**Payment Summary**

Date	Subtotal	Tax	Total
Oct 2024	\$44,500.36	\$0.00	\$44,500.36
Oct 2025	\$44,500.36	\$0.00	\$44,500.36
Oct 2026	\$44,500.36	\$0.00	\$44,500.36
Oct 2027	\$44,500.36	\$0.00	\$44,500.36
Oct 2028	\$44,500.36	\$0.00	\$44,500.36
<b>Total</b>	<b>\$222,501.80</b>	<b>\$0.00</b>	<b>\$222,501.80</b>

Quote Unbundled Price: \$269,045.96  
 Quote List Price: \$254,717.96  
 Quote Subtotal: \$222,501.80

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
BWCamMBDTAP	Body Worm Camera Multi-Bay Dock TAP Bundle	2	60	\$73.05	\$36.07	\$36.07	\$4,328.40	\$0.00	\$4,328.40
BWCamTAP	Body Worm Camera TAP Bundle	26	60	\$40.35	\$33.80	\$33.80	\$52,728.00	\$0.00	\$52,728.00
BWCamSBDTAP	Body Worm Camera Single-Bay Dock TAP Bundle	26	60	\$12.19	\$12.40	\$12.40	\$19,344.00	\$0.00	\$19,344.00
<b>A la Carte Hardware</b>									
H00001	AB4 Camera Bundle	2			\$849.00	\$849.00	\$1,698.00	\$0.00	\$1,698.00
H00001	AB4 Camera Bundle	24			\$849.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	2			\$1,638.90	\$43.90	\$87.80	\$0.00	\$87.80
H00003	AB4 1-Bay Dock Bundle	11			\$229.00	\$0.00	\$0.00	\$0.00	\$0.00
H00003	AB4 1-Bay Dock Bundle	15			\$229.00	\$229.00	\$3,435.00	\$0.00	\$3,435.00
<b>A la Carte Software</b>									
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	843	4		\$0.60	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	4		\$10.00	\$0.00	\$0.00	\$0.00	\$0.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	60		\$10.85	\$10.85	\$15,624.00	\$0.00	\$15,624.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	60		\$10.85	\$10.85	\$15,624.00	\$0.00	\$15,624.00
73680	AXON RESPOND PLUS - LICENSE	24	60		\$21.48	\$21.48	\$30,931.20	\$0.00	\$30,931.20
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	60		\$27.12	\$27.12	\$39,052.80	\$0.00	\$39,052.80
BasicLicense	Basic License Bundle	22	60		\$16.27	\$16.25	\$21,450.00	\$0.00	\$21,450.00
ProLicense	Pro License Bundle	7	60		\$43.40	\$43.33	\$18,198.60	\$0.00	\$18,198.60
ProLicense	Pro License Bundle	6	4		\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
BasicLicense	Basic License Bundle	19	4		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>A la Carte Warranties</b>									
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	4		\$16.28	\$0.00	\$0.00	\$0.00	\$0.00
80464	AXON BODY - TAP WARRANTY - CAMERA	24	4		\$10.35	\$0.00	\$0.00	\$0.00	\$0.00
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	4		\$4.28	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$222,501.80</b>	<b>\$0.00</b>	<b>\$222,501.80</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	11	1	10/15/2024
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	15	1	10/15/2024
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	11	1	10/15/2024
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	15	1	10/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	10/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	24	1	10/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	27	1	10/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	10/15/2024
AB4 Camera Bundle	74028	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	27	1	10/15/2024
AB4 Camera Bundle	74028	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	10/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - DOCK - EIGHT BAY	2	1	10/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	10/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	10/15/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	2	1	04/15/2027
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	26	1	04/15/2027
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	26	1	04/15/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	2	1	10/15/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	26	1	10/15/2029
Body Worn Camera TAP Bundle	73310	AXON BODY - TAP REFRESH 2 - CAMERA	26	1	10/15/2029

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	19	07/15/2024	11/14/2024
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	19	07/15/2024	11/14/2024
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	07/15/2024	11/14/2024
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	07/15/2024	11/14/2024
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	07/15/2024	11/14/2024
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	843	07/15/2024	11/14/2024
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	22	11/15/2024	11/14/2029
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	22	11/15/2024	11/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	21	11/15/2024	11/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	7	11/15/2024	11/14/2029
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	11/15/2024	11/14/2029
A la Carte	73680	AXON RESPOND PLUS - LICENSE	24	11/15/2024	11/14/2029
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	11/15/2024	11/14/2029
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	11/15/2024	11/14/2029

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80464	AXON BODY - TAP WARRANTY - CAMERA	24	07/15/2024	11/14/2024
A la Carte	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	07/15/2024	11/14/2024
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	07/15/2024	11/14/2024
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	10/15/2025	11/14/2029
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	26	10/15/2025	11/14/2029
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	26	10/15/2025	11/14/2029



### Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5601 E Harmony Rd	Fort Collins	CO	80528-9520	USA

### Payment Details

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1 - HW	H00001	AB4 Camera Bundle	2	\$339.60	\$0.00	\$339.60
Year 1 - HW	H00001	AB4 Camera Bundle	24	\$0.00	\$0.00	\$0.00
Year 1 - HW	H00002	AB4 Multi Bay Dock Bundle	2	\$17.56	\$0.00	\$17.56
Year 1 - HW	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Year 1 - HW	H00003	AB4 1-Bay Dock Bundle	15	\$687.00	\$0.00	\$687.00
Year 1 - Software Licenses/Storage	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Year 1 - Software Licenses/Storage	73680	AXON RESPOND PLUS - LICENSE	24	\$6,186.24	\$0.00	\$6,186.24
Year 1 - Software Licenses/Storage	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	\$0.00	\$0.00	\$0.00
Year 1 - Software Licenses/Storage	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Year 1 - Software Licenses/Storage	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	843	\$0.00	\$0.00	\$0.00
Year 1 - Software Licenses/Storage	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.55	\$0.00	\$7,810.55
Year 1 - Software Licenses/Storage	80464	AXON BODY - TAP WARRANTY - CAMERA	24	\$0.00	\$0.00	\$0.00
Year 1 - Software Licenses/Storage	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 1 - Software Licenses/Storage	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	\$0.00	\$0.00	\$0.00
Year 1 - Software Licenses/Storage	BasicLicense	Basic License Bundle	22	\$4,290.00	\$0.00	\$4,290.00
Year 1 - Software Licenses/Storage	BasicLicense	Basic License Bundle	19	\$0.00	\$0.00	\$0.00
Year 1 - Software Licenses/Storage	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 1 - Software Licenses/Storage	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	26	\$3,868.80	\$0.00	\$3,868.80
Year 1 - Software Licenses/Storage	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,545.61	\$0.00	\$10,545.61
Year 1 - Software Licenses/Storage	ProLicense	Pro License Bundle	7	\$3,639.72	\$0.00	\$3,639.72
Year 1 - Software Licenses/Storage	ProLicense	Pro License Bundle	6	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$44,500.36</b>	<b>\$0.00</b>	<b>\$44,500.36</b>

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - HW	H00001	AB4 Camera Bundle	2	\$339.60	\$0.00	\$339.60
Year 2 - HW	H00001	AB4 Camera Bundle	24	\$0.00	\$0.00	\$0.00
Year 2 - HW	H00002	AB4 Multi Bay Dock Bundle	2	\$17.56	\$0.00	\$17.56
Year 2 - HW	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Year 2 - HW	H00003	AB4 1-Bay Dock Bundle	15	\$687.00	\$0.00	\$687.00
Year 2 - Software Licenses/Storage	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Year 2 - Software Licenses/Storage	73680	AXON RESPOND PLUS - LICENSE	24	\$6,186.24	\$0.00	\$6,186.24
Year 2 - Software Licenses/Storage	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	\$0.00	\$0.00	\$0.00
Year 2 - Software Licenses/Storage	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Year 2 - Software Licenses/Storage	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	843	\$0.00	\$0.00	\$0.00
Year 2 - Software Licenses/Storage	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.55	\$0.00	\$7,810.55
Year 2 - Software Licenses/Storage	80464	AXON BODY - TAP WARRANTY - CAMERA	24	\$0.00	\$0.00	\$0.00
Year 2 - Software Licenses/Storage	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Year 2 - Software Licenses/Storage	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	\$0.00	\$0.00	\$0.00
Year 2 - Software Licenses/Storage	Basic License	Basic License Bundle	22	\$4,290.00	\$0.00	\$4,290.00
Year 2 - Software Licenses/Storage	Basic License	Basic License Bundle	19	\$0.00	\$0.00	\$0.00
Year 2 - Software Licenses/Storage	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Year 2 - Software Licenses/Storage	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	26	\$3,868.80	\$0.00	\$3,868.80
Year 2 - Software Licenses/Storage	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,545.61	\$0.00	\$10,545.61
Year 2 - Software Licenses/Storage	ProLicense	Pro License Bundle	7	\$3,639.72	\$0.00	\$3,639.72
Year 2 - Software Licenses/Storage	ProLicense	Pro License Bundle	6	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$44,500.36</b>	<b>\$0.00</b>	<b>\$44,500.36</b>

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - HW	H00001	AB4 Camera Bundle	2	\$339.60	\$0.00	\$339.60
Year 3 - HW	H00001	AB4 Camera Bundle	24	\$0.00	\$0.00	\$0.00
Year 3 - HW	H00002	AB4 Multi Bay Dock Bundle	2	\$17.56	\$0.00	\$17.56
Year 3 - HW	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Year 3 - HW	H00003	AB4 1-Bay Dock Bundle	15	\$687.00	\$0.00	\$687.00
Year 3 - Software Licenses/Storage	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Year 3 - Software Licenses/Storage	73680	AXON RESPOND PLUS - LICENSE	24	\$6,186.24	\$0.00	\$6,186.24
Year 3 - Software Licenses/Storage	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	\$0.00	\$0.00	\$0.00
Year 3 - Software Licenses/Storage	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
<b>Total</b>				<b>\$44,500.36</b>	<b>\$0.00</b>	<b>\$44,500.36</b>



<b>Oct 2026</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Licenses/Storage						
Year 3 - Software	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	843	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 3 - Software	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.55	\$0.00	\$7,810.55
Licenses/Storage						
Year 3 - Software	80464	AXON BODY - TAP WARRANTY - CAMERA	24	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 3 - Software	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 3 - Software	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 3 - Software	Basic License	Basic License Bundle	22	\$4,290.00	\$0.00	\$4,290.00
Licenses/Storage						
Year 3 - Software	Basic License	Basic License Bundle	19	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 3 - Software	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Licenses/Storage						
Year 3 - Software	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	26	\$3,868.80	\$0.00	\$3,868.80
Licenses/Storage						
Year 3 - Software	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,545.61	\$0.00	\$10,545.61
Licenses/Storage						
Year 3 - Software	ProLicense	Pro License Bundle	7	\$3,639.72	\$0.00	\$3,639.72
Licenses/Storage						
Year 3 - Software	ProLicense	Pro License Bundle	6	\$0.00	\$0.00	\$0.00
Licenses/Storage						
<b>Total</b>				<b>\$44,500.36</b>	<b>\$0.00</b>	<b>\$44,500.36</b>

<b>Oct 2027</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - HW	H00001	ABA Camera Bundle	2	\$339.60	\$0.00	\$339.60
Year 4 - HW	H00001	ABA Camera Bundle	24	\$0.00	\$0.00	\$0.00
Year 4 - HW	H00002	ABA Multi Bay Dock Bundle	2	\$17.56	\$0.00	\$17.56
Year 4 - HW	H00003	ABA 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Year 4 - HW	H00003	ABA 1-Bay Dock Bundle	15	\$687.00	\$0.00	\$687.00
Year 4 - Software	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Licenses/Storage						
Year 4 - Software	73680	AXON RESPOND PLUS - LICENSE	24	\$6,186.24	\$0.00	\$6,186.24
Licenses/Storage						
Year 4 - Software	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 4 - Software	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Licenses/Storage						
Year 4 - Software	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	843	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 4 - Software	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.55	\$0.00	\$7,810.55
Licenses/Storage						
Year 4 - Software	80464	AXON BODY - TAP WARRANTY - CAMERA	24	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 4 - Software	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 4 - Software	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 4 - Software	Basic License	Basic License Bundle	22	\$4,290.00	\$0.00	\$4,290.00

<b>Oct 2027</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Licenses/Storage						
Year 4 - Software	BasicLicense	Basic License Bundle	19	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 4 - Software	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Licenses/Storage						
Year 4 - Software	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	26	\$3,868.80	\$0.00	\$3,868.80
Licenses/Storage						
Year 4 - Software	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,545.61	\$0.00	\$10,545.61
Licenses/Storage						
Year 4 - Software	ProLicense	Pro License Bundle	7	\$3,639.72	\$0.00	\$3,639.72
Licenses/Storage						
Year 4 - Software	ProLicense	Pro License Bundle	6	\$0.00	\$0.00	\$0.00
Licenses/Storage						
<b>Total</b>				<b>\$44,500.36</b>	<b>\$0.00</b>	<b>\$44,500.36</b>

<b>Oct 2028</b>						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - HW	H00001	AB4 Camera Bundle	2	\$339.60	\$0.00	\$339.60
Year 5 - HW	H00001	AB4 Camera Bundle	24	\$0.00	\$0.00	\$0.00
Year 5 - HW	H00002	AB4 Multi Bay Dock Bundle	2	\$17.56	\$0.00	\$17.56
Year 5 - HW	H00003	AB4 1-Bay Dock Bundle	11	\$0.00	\$0.00	\$0.00
Year 5 - HW	H00003	AB4 1-Bay Dock Bundle	15	\$687.00	\$0.00	\$687.00
Year 5 - Software	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Licenses/Storage						
Year 5 - Software	73680	AXON RESPOND PLUS - LICENSE	24	\$6,186.24	\$0.00	\$6,186.24
Licenses/Storage						
Year 5 - Software	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 5 - Software	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	24	\$3,124.80	\$0.00	\$3,124.80
Licenses/Storage						
Year 5 - Software	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	843	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 5 - Software	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	24	\$7,810.55	\$0.00	\$7,810.55
Licenses/Storage						
Year 5 - Software	80464	AXON BODY - TAP WARRANTY - CAMERA	24	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 5 - Software	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	2	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 5 - Software	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	11	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 5 - Software	BasicLicense	Basic License Bundle	22	\$4,290.00	\$0.00	\$4,290.00
Licenses/Storage						
Year 5 - Software	BasicLicense	Basic License Bundle	19	\$0.00	\$0.00	\$0.00
Licenses/Storage						
Year 5 - Software	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	2	\$865.68	\$0.00	\$865.68
Licenses/Storage						
Year 5 - Software	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	26	\$3,868.80	\$0.00	\$3,868.80
Licenses/Storage						
Year 5 - Software	BWCamTAP	Body Worn Camera TAP Bundle	26	\$10,545.61	\$0.00	\$10,545.61
Licenses/Storage						
Year 5 - Software	ProLicense	Pro License Bundle	7	\$3,639.72	\$0.00	\$3,639.72
Licenses/Storage						
Year 5 - Software	ProLicense	Pro License Bundle	6	\$0.00	\$0.00	\$0.00

Oct 2028	Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
	Licenses/Storage				\$44,500.36	\$0.00	\$44,500.36
	<b>Total</b>				<b>\$44,500.36</b>	<b>\$0.00</b>	<b>\$44,500.36</b>

**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 <https://www.axon.com/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](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

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

## Exceptions to Standard Terms and Conditions

Agency has existing contracts originated via Quotes: Q-183846, Q-343281

Agency is terminating those contracts effective 07/15/2024. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

AXON is refreshing 24x BWC, 2x MBDs and 11x SBDs

DocuSigned by:

*Aaron Adams*

A7CB8D0D439C4A5...

6/26/2024

Signature

Date Signed

5/16/2024







## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer'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 will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

### 1. **Definitions.**

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

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

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

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

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

### 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "**AS IS,**" without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term,



## Master Services and Purchasing Agreement

Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer 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 Customer 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 Customer in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **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. Customer confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **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 this Agreement 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 twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
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 Customer, Axon is only responsible for the performance of 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.



## Master Services and Purchasing Agreement

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9. **Axon Device Warnings.** See [www.axon.com/legal](http://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 Customer or making the same change to Axon Devices and Services previously purchased by Customer.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Customer or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Customer or a Customer end user; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
- 16.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 16.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 16.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
18. **General.**
- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind



# Master Services and Purchasing Agreement


the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 18.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968.
- 18.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 18.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 18.12 **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

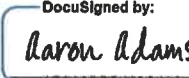
Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

**Axon Enterprise, Inc.**

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
 Name: Bobby Driscoll  
 Title: Deputy General Counsel  
 Date: 6/27/2024

**CUSTOMER:**

DocuSigned by:  
  
 Signature: \_\_\_\_\_  
 Name: Aaron Adams  
 Title: Town Manager  
 Date: 6/27/2024



## Master Services and Purchasing Agreement for Customer

### Axon Cloud Services Terms of Use Appendix

1. **Definitions.**
  - a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
  - c. **"Non-Content Data"** is data, configuration, and usage information about Customer'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 Customer Content.
  - d. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - e. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - f. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer 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, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.
3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer 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 Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer 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 for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content; (b) ensuring no Customer Content or Customer end user's use of Customer 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 Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.
  - a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.



## Master Services and Purchasing Agreement for Customer

- b. To the extent Customer 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.** Customer'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>. Customer agrees to allow Axon access to Non-Content Data from Customer 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 Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, 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, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
  9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
  10. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
  11. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer 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. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
  12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.
  13. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
  14. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
  15. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**





## Master Services and Purchasing Agreement for Customer

16. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
17. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
  - c. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
  - d. 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.
  - e. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer 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 Customer.
  - f. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
18. **Axon Cloud Services Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
  - g. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - h. 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;
  - i. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - j. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;
  - k. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - l. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - m. 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
  - n. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
19. **Axon Narrative.** AI-Assisted Report Writing feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.



## Master Services and Purchasing Agreement for Customer

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21. **Post-Termination Assistance.** Axon will provide Customer 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 Customer 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.
22. **U.S. Government Rights.** If Customer 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 Customer 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, Customer will immediately discontinue use of Axon Cloud Services.
23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



## Master Services and Purchasing Agreement for Customer

### Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer 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 CJS 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, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
  - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer 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 1<sup>1</sup>. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer 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 Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer 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 Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer 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 Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("New Use Case").
  - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer 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, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

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



## Master Services and Purchasing Agreement for Customer

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



## Master Services and Purchasing Agreement for Customer

### Technology Assurance Plan Appendix

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

1. **TAP Warranty.** The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("BWC Upgrade") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer 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 Customer 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 Customer 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 Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer 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 thirty (30) days of receiving a BWC or Dock Upgrade, Customer 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 Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (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. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.



## Master Services and Purchasing Agreement for Customer

### Axon Auto-Tagging Appendix

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

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer'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 Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer'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 Customer 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 Customer'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 Customer; 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.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer 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 Customer.





## Master Services and Purchasing Agreement for Customer

### Axon Respond Appendix

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

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



## Master Services and Purchasing Agreement for Customer

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### Add-on Services Appendix

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

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
  - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
  - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer'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 Customer, Axon will need to store call for service data from Customer's CAD or RMS.



## Master Services and Purchasing Agreement for Customer

### Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

#### 1. Definitions.

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

#### 2. Purpose and License.

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

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

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

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

#### 5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:



## Master Services and Purchasing Agreement for Customer

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



## Master Services and Purchasing Agreement for Customer

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### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.