



RESOLUTION 2018-009

AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH AXON FOR THE BODY WORN CAMERA PROGRAM

WHEREAS, the use of body-worn cameras has become more common in modern policing; and

WHEREAS, the Sherwood City Council has received information on the benefit of police body worn cameras to the community and its police officers; and

WHEREAS, the City of Hillsboro and Hillsboro Police Department applied for and received a US Department of Justice grant to implement a body worn camera program; and

WHEREAS, the Sherwood Police Department is party to the Hillsboro grant and will receive funds to offset the initial costs of implementation of a body worn camera program in Sherwood; and

WHEREAS, the City Council desires that its police department operate a body worn camera program; and

WHEREAS, in connection with the above-described grant, the City of Hillsboro conducted a request for proposals process for body worn cameras and related services, selected Axon as the successful proposer, and negotiated a contract with Axon on behalf of the City of Sherwood.

NOW, THEREFORE, THE CITY OF SHERWOOD RESOLVES AS FOLLOWS:

Section 1. The City Manager is authorized to execute a contract with Axon for the body worn camera program in a form substantially similar to Exhibit A, attached hereto.

Section 2. This Resolution shall be effective immediately upon its approval and adoption.


Lee Weislogel, Mayor

Attest:


Sylvia Murphy, MMC, City Recorder



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement or Contract**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the City of Sherwood, a municipal corporation of the State of Oregon, (**Agency, City, Party** or collectively **Parties**), is entered into on February 27, 2018 (**the Effective Date**).

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

- 1 Term.** This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with this Agreement, will remain in full force and effect until February 26, 2023. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.
- 2 Payment.** The maximum amount payable under this contract is \$170,280.52, unless otherwise amended. Axon bears the risk of non-payment for services or goods in excess of the amount stated above without prior Agency approval; but Agency reserves the right to ratify and pay for such services in its sole discretion. Prices and rates will be those specified in the Quote or as agreed upon by the parties by written amendment. By separate agreement, the City of Hillsboro has obligated itself to make payment to Axon for Years 1 and 2 of the attached Quote. If the City of Hillsboro does not execute such separate agreement, or for any reason does not fulfill such payment obligations, the Agency will be responsible for making payment to Axon. Nothing in this section shall be construed to alter the payment obligations of the City of Hillsboro pursuant to separate agreement(s) or to waive any claim Agency may have against the City of Hillsboro in relation to any failure by the City of Hillsboro to fulfill such obligations.
- 3 Payment Terms.** Invoices are due to be paid by the City within thirty (30) days of acceptance of Product, in accordance with Section 8 herein, or within thirty (30) days of receipt of an accurate invoice for Services. All orders are subject to prior credit approval. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.
- 4 Reimbursable Expenses.** Unless otherwise amended, the Agency will pay Axon no reimbursable expenses under this contract.
- 5 Definitions.**
“**Axon-Manufactured Accessories**” s include, but are not limited to: batteries; battery chargers;



carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, SPPM, and Shockwave Power Magazine modules; Axon Signal Unit (ASU); and the X-Rail mounting system.

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

“Day” means a calendar day.

“Documentation” means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

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

“Law Enforcement Hardware Products” Axon Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, Axon Flex camera (including the universal magnetic clip), Axon Flex 2 camera, Axon Body 2 camera, Axon Fleet camera, Evidence.com Docks, and Axon Docks.

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

“Quote” is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. For the purposes of this agreement Quote means to Quote number Q-150136-4 and any additional quotes agreed to by the Parties and included in this agreement by written amendment.

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

“Work Product” means every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein that Axon is required to deliver to Agency pursuant to the Work, to the extent such invention, discovery, work of



authorship, trade secret or other tangible or intangible item was developed for the sole and exclusive use of the Agency.

6 Additional Fees. Axon shall not charge Agency any of the following fees: small order, minimum order, handling, pallet, fuel charges or surcharges.

Price Increases. Prices provided in Quote shall be held firm for the quantities defined in the Quote during the term of the Agreement.

7 Taxes. Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

8 Shipping; Title; Risk of Loss; Rejection. Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are F.O.B. Destination. Title and risk of loss pass to the Agency upon delivery to the Agency. The City is responsible for any freight charges specified on the Quote. Any loss or damage that occurs during shipment is Axon's responsibility. Shipping dates are estimates only. The Agency may reject Products or quantities of Products that do not match the Products listed in the Quote or are damaged or non-functional upon receipt ("Nonconforming Product"). Agency may reject Nonconforming Products by providing Axon written notice of rejection within twenty-one (21) days of product receipt by Agency ("Rejection Period"). Failure to notify Axon within the Rejection Period will be deemed as acceptance of Product.

9 Shipping and Invoicing. All Products should be shipped and invoiced in a manner which enables the receiver to easily check the shipment against the invoice. All individual units of measure should have a clearly visible vendor product label including the following: manufacturer product/item number, item description and quantity per unit of measure. Invoices and packing slips should show Agency's contract number and PO number, where applicable.

10 Safety Data Sheet. Axon shall provide the Agency and Authorized Purchasers with a Safety Data Sheet as defined by the Occupational Safety and Health Administration (OSHA) for any goods provided under this Contract which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use. In addition, Axon must label, tag or mark such goods.

11 Returns. Except as otherwise provided in this Agreement, all sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

12 Warranties.

12.1 Hardware Limited Warranty. Axon warrants that its Law Enforcement Hardware Products (LEHP) are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty.



Agency shall receive extended warranty coverage as part of the OSP plan, as described in the attached TASER Assurance Plan Appendix. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same, equivalent, or better, Product.

122 Warranty Limitations.

1221 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with items not purchased from Axon or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

1222 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.

1223 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed \$2 million dollars. In no event will either Party be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

123 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product.

1231 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the Evidence.com services or download the product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.



1232 A replacement product will be new or like new and have the remaining warranty period of the original product or ninety (90) days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes Axon's property.

13 Remedies. Remedies Cumulative. All rights and remedies of Agency and Axon shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of Agency according to law.

14 Design Changes. Notwithstanding the foregoing, Axon shall not change the products to a lower quality than the products in the Quote.

15 Insurance. Axon shall obtain prior to beginning any work under this Contract and shall maintain in full force and effect for the term of this Contract, at Axon's expense, **comprehensive general liability** to include bodily injury and property damage for at least \$2,000,000 per occurrence and at least \$4,000,000 aggregate per project. **Automobile liability** with a combined single limit coverage of not less than \$1,000,000 to include bodily injury and property damage and shall include coverage for owned, hired and non-owned vehicles, as applicable, for the protection of Axon and the City of Sherwood. Axon shall name the City of Sherwood, its elected and appointed officials, officers, agents, employees and volunteers as additional insureds. The policies shall be primary to and non-contributory with any insurance or self- insurance carried by the Agency, issued by a company authorized to do business in the State of Oregon. **Axon shall provide the Agency written notice within thirty (30) days of cancellation or material modification of the insurance contract at the address listed below.** Axon shall provide certificates of insurance and **additional insured policy endorsement** to Agency prior to commencement of any work under this Contract. If requested, complete copies of insurance policies shall be provided to Agency. Axon shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance used to satisfy these requirements.

15.1 Workers' Compensation and Employers' Liability Insurance (If Applicable).

Axon and its subcontractors, if any, are subject to Oregon Workers' Compensation Law, which requires all employers that employ subject workers who work under this Contract in the State of Oregon to comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Axon shall ensure that each of its subcontractors, if any, complies with these requirements (ORS 279B.230 (2)). Unless otherwise exempt, Axon shall provide the Agency with certification of Workers' Compensation Insurance and shall maintain Employers' Liability Insurance with limits not less than \$1,000,000 for each accident, \$1,000,000 for disease each employee and \$1,000,000 each policy limit.

16 Indemnification. Axon shall indemnify, defend and hold harmless the City of Sherwood, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits or actions of whatsoever nature, loss or expenses, including reasonable attorney fees, and against all claims, actions, judgments based upon or arising out of damage or injury or



death to persons or property, but only to the extent caused by Axon and anyone acting on Axon's behalf in connection with, or incidental to, this Contract or the work to be performed hereunder; provided, however, that nothing herewith shall be construed to require defense or indemnification of Agency attributable to its own negligence. In addition, Axon expressly agrees to defend, indemnify and hold the City of Sherwood, its elected and appointed officials, officers, agents, employees and volunteers against all liability, claims, suits, actions, loss or expenses, including attorney fees, arising out of or related to any claims that the Work, the Work Product, or any other tangible or intangible items delivered to Agency by Axon may be the subject of protection under any state or federal intellectual property law or doctrine, or the Agency's use thereof, infringes any patent, copyright, trade secret, trademark, trade dress, mask work, utility design or other proprietary right of any third party

17 IP Rights. Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

18 IP Indemnification. Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

19 Axon has no liability to the Agency if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any Agency designated third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; or (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

20 Termination.

20.1 By Either Party.

20.1.1 Either Party may terminate for convenience upon 30 day notice. If a Party gives notice under this subsection, the Agreement will expire on July 1 of that year. In the event that the Agency terminates this Agreement, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

20.1.2 Either Party may terminate for cause upon thirty (30) days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. A "material default or breach" includes delays in software and



evidence.com implementation, malfunctioning Products, unsatisfactory professional Services and similar. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

20.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 30 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

20.3 Effect of Termination. Upon any termination of this Agreement, (a) all Agency rights under this Agreement immediately terminate, except as otherwise provided in this Agreement. The Agency remains responsible for all fees and charges incurred through the date of termination. If the Agency purchases Products for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within thirty (30) days of the date of termination.

21 General.

21.1 Time is of the essence. Time is of the essence in Axon's performance of each and every obligation and duty under this contract.

21.2 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.

Axon will safeguard consumer personal information pursuant to ORS 646A.600 to ORS 646.628, the Oregon Consumer Identity Theft Protection Act.

21.3 Agency Data. No reports, information and data given to or prepared or assembled by Axon under the contract documents shall be made available by Axon to any individual or organization (except Agency) without the prior written approval of Agency, except as provided in this Agreement..

21.4 Recordkeeping. Axon shall maintain all fiscal records relating to this Contract in



accordance with generally accepted accounting principles. In addition, Axon shall maintain any other records pertinent to this contract in such a manner as to clearly document Axon's performance hereunder. Axon acknowledges and agrees that the Agency and its duly authorized representatives shall have access to such fiscal records and all other books, documents, papers, plans, and writings of Axon that are pertinent to this contract. All such fiscal records, books, documents, papers, plans, and writing shall be retained by Axon and kept accessible for a minimum of three (3) years, except as required longer by law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy, or litigation arising out of or related to this contract, whichever date is later. All subcontracts shall also comply with these provisions.

21.5 Use of City Facilities. Axon and its employees or agents shall have the right to use only those facilities of the Agency that are necessary to perform the services under this Contract and shall have no right of access to any facility of the Agency without prior approval of Agency Contract Administrator. The Agency shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies, and other personal property of Axon or its employees, subcontractors or agents which may be stored on Agency premises.

21.6 Survival. Payment Terms, Warranty, Product Warnings, Indemnification, and Parties Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

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

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

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

21.10 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does



not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

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

21.12 Non-discrimination and Equal Opportunity. During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

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

21.14 Recyclable Materials. Axon shall, to the maximum extent economically feasible in the performance of this Agreement, use recycled paper (as defined in ORS 279A.010 (ee)), recycled PETE products (as defined in ORS 279A.010 (ff)), and other recycled products (as "recycled product" is defined in ORS 279A.010 (gg)).

21.15 Oregon Taxation. The individual signing on behalf of Axon hereby certifies and swears under penalty of perjury that: (a) the number shown on this form is Axon's correct taxpayer identification; (b) Axon is not subject to backup withholding because (i) Axon is exempt from backup withholding, (ii) Axon has not been notified by the IRS that Axon is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Axon that Axon is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Axon, s/he has authority and knowledge regarding Axon's payment of taxes, and to the best of her/his knowledge, Axon is not in violation of any Oregon tax laws named in ORS 305.380(4), including without limitation the state inheritance tax, gift tax, personal income tax, withholding tax, corporation income and excise taxes, amusement device tax, timber taxes, cigarette tax, other tobacco tax, 9-1-1



emergency communications tax, the homeowners and renters property tax relief program and local taxes administered by the Department of Revenue, including the Multnomah County Business Income Tax, Lane Transit District Tax, Tri-Metropolitan Transit District Employer Payroll Tax, and Tri-Metropolitan District Self-Employment Tax; (d) Axon is an independent Axon as defined in ORS 670.600; and (e) the supplied Axon data is true and accurate.

- 21.16 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 21.17 Assignments and Subcontractors.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon shall not enter into any subcontracts for any of the Products or Services required by this Contract without the prior written consent of the Agency. Axon will notify Agency of any changes in subcontractors during the course of this agreement. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns, if any.
- 21.18 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 21.19 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 21.20 Governing Law; Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "the claim") between Agency and Axon that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the circuit court of Washington County for the State of Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Axon, by its execution of this Contract, hereby consents to the in personam jurisdiction of said courts. If a suit or action is filed to enforce any of the terms of this Contract, each party is responsible for their respective costs and fees, including attorney fees. United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 21.21 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email or mailing, postage prepaid, to



Axon or Agency at the address or number set forth herein or to such other addresses or numbers as either party may hereafter indicate pursuant to this paragraph. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against Agency, such facsimile transmission must be confirmed by telephone notice to the Agency Manager. Any communication or notice by personal delivery shall be deemed to be given when actually delivered. Any communication or notice provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately upon delivery of notice. Contact information for notices:

AXON: Axon Enterprise, Inc.

ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

AGENCY: City of Sherwood, Oregon
Police Department
ATTN: Police Chief
20495 SW Borchers Drive
Sherwood, OR 97140
GrothJ@sherwoodoregon.gov

With Copy to: City of Sherwood, Oregon
Finance Department
ATTN: Finance Director
22560 SW Pine St.
Sherwood, OR 97140
HenryK@sherwoodoregon.gov

22 Public Contracting Statutes.

All requirements of Oregon Revised Statutes 279B.220 through 279B.240, Public Contracting, including but not limited to the following, as applicable, are incorporated herein by reference:

- 221** ORS 279B.220(1), Make payment promptly, as due, to all persons supplying to Axon labor and material for the prosecution of the work provided for in the contract documents;
- 222** ORS 279B.220(2), Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Contract;
- 223** ORS 279B.220(3), Not permit any lien or claim to be filed or prosecuted against the Agency on account of any labor or material furnished;
- 224** ORS 279B.220(4), Be responsible for all federal, state and local taxes applicable to any compensation or payments paid to Axon under this Contract and may to the Department of Revenue all sums withheld from employees under ORS 316.167. Unless Axon is subject to backup withholding, the Agency will not withhold from such compensation or payments any amount(s) to cover Axon's federal or state tax



obligation and;

22.5 Axon shall pay employees for services as stated in ORS 279B.235(1). The employee shall be paid at least time and a half for all overtime worked in excess of forty (40) hours in any one week, except for individuals who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime.

23 Federally Required Clauses. This Contract is funded in part with Federal grant monies. Federally required terms and conditions as specified in US Department of Justice Grant number 2016-BC-BX-K080 apply to this contract. These include but are not limited to the following:

All applicable contractual requirements of the Code of Federal Regulations, Title 2, Subtitle A, Chapter 2, Part 200, including but not limited to the following, as applicable, are incorporated herein by reference:

23.1 Axon will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Axon will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Axon agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

23.2 Axon will, in all solicitations or advertisements for employees placed by or on behalf of Axon, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

23.3 Axon will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Axon's legal duty to furnish information.

23.4 Axon will send to each labor union or representative of workers with which it has a



collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of Axon's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 23.5** Axon will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 23.6** Axon will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 23.7** In the event of Axon's non-compliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and Axon may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 23.8** Axon will include the provisions of paragraphs 23.1 through 23.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Axon will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event Axon becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Axon may request the United States to enter into such litigation to protect the interests of the United States.
- 23.9** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Axon shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under



working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

23.10 Axon shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23.11 Axon must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. Any links to online websites provided in the Quote are not included in this Agreement. The contract documents shall be considered in the following order of precedence: Master Services and Purchasing Agreement, Evidence.com Terms of Use Appendix, Professional Services Appendix, Taser Assurance Plan Appendix, Integration Services Appendix, Service Level Agreement.

25 This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

26 **Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.



IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

FOR AXON ENTERPRISE, INC.

FOR THE AGENCY:

Signature

Signature

Name (Printed)

Joseph Gall, ICMA-CM, City Manager

Title

Address

Agency, State, Zip

Contact Name:

Phone Number

Fax Number

Email Address

Evidence.com Terms of Use Appendix

- 1** **Evidence.com Subscription Term.** The Evidence.com Subscription will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month.

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

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

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

- 4** **Evidence.com Data Security.**

4.1. Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Axon is solely responsible for liability resulting from unauthorized, accidental

or unlawful loss, access or disclosure of Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

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

5. Axon's Support. Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 12 months after the change (except if doing so (a) would pose a security or intellectual property issue or (b) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

6. Data Privacy. Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency, in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7. Data Storage. Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content, provided that such third parties store all Agency Content including any back-up data at sites within the United States, regardless of type of storage site and including replication sites and disaster recover sites and requires the third party to abide by the terms of this Agreement. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's

Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.

8 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon Notice, in accordance with the following:

- 8.1.** The Termination provisions of the Master Service Agreement apply;
- 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
- 8.3.** If Axon suspends the right to access or use any portion or all of the Evidence.com Services, for the reasons described herein, the Agency remains responsible for all fees and charges incurred through the date of suspension, without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified in paragraph 11.
- 8.4.** If Axon suspends or ends user's right to access or use any portion or all of the Evidence.com services, Agency may retrieve Agency data as specified in paragraph 11 **After Termination.**
- 8.5.** In the event that Axon suspends Agency, Evidence.com services, and such suspension extends beyond 30 days, the parties will meet to discuss payment and continued services.

9 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services unless due to Axon's negligence or willful misconduct, or malfunctioning of Axon products.

10 License Restrictions. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's

licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement.

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

Professional Services Appendix

1 Professional Services Term. Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 12 months of the Effective Date.

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

2.1. The Full-Service Package for the Axon and Evidence.com related Services includes four (4) consecutive days of on-site services and a Professional Services Offices (PSO) Manager that will work closely with the Agency to assess the Agency's deployment scope and to determine which on-site services are appropriate. If more than four (4) consecutive days of on-site services are needed, additional on-site assistance is available for \$7,000 per week (4 consecutive days) or \$2000 per day. The full set of service options is listed below:

System set up and configuration <ul style="list-style-type: none">• Setup Axon View on smart phones (if applicable). Configure categories & custom roles based on Agency need.• Register cameras to Agency domain.• Troubleshoot IT issues with Evidence.com and Axon Dock (Dock) access.• Work with IT to install Evidence Sync software on locked-down computers (if applicable).• One on-site session included.
Dock configuration <ul style="list-style-type: none">• Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.• Authenticate Dock with Evidence.com using "admin" credentials from Agency.• On site assistance included
Best practice implementation planning session <ul style="list-style-type: none">• Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies.• Discuss 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 products and Evidence.com services• Recommend rollout plan based on review of shift schedules.
System Admin and troubleshooting training sessions <p>Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com</p>
Axon instructor training (Train the Trainer) <p>Training for Agency's in-house instructors who can support the Agency's Axon camera and Evidence.com training needs after Axon's Professional Service team has fulfilled its contracted on-site obligations</p>
Evidence sharing training <p>Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local Prosecutor Agencies.</p>

End user go live training and support sessions Assistance with device set up and configuration. Training on device use, Evidence.com and Evidence Sync.
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go live review session

2.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.

3 **Out of Scope Services.** Axon is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

4 **Delivery of Services.**

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

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

5 **Authorization to Access Computer Systems to Perform Services.** The Agency will provide access to Agency computers and network systems solely for performing the Services. Agency will provide this access by designating an Agency technical lead to work with Axon representatives. Agency will not allow Axon access to Agency computers and network systems without the assistance of a designated City representative. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.

Site Preparation and Installation. Prior to delivering any Services, Axon will provide 1 copy of the then-current user documentation for the Services and related Products in paper and electronic form (**Product User Documentation**). The Product User Documentation is not part of this Agreement. The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or Axon), the Agency must prepare the location(s) where the Products are to be installed (**Installation Site**) in accordance with the environmental

specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by Axon under this Agreement, including the environmental specifications for the Products, Axon will provide the updates or modifications to Agency when they are generally released by Axon to Axon customers.

- 6** **Acceptance Checklist.** Axon will present an Acceptance Form (**Acceptance Form**) upon completion of the Services. The Agency will sign the Acceptance Form acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that Axon did not complete the Services in substantial conformance with this Agreement, the Agency must notify Axon in writing of the specific reasons for rejection of the Services, within 21 calendar days from the delivery of the Checklist... Axon will address the issues and then will re-present the Acceptance Form for approval and signature. If Axon does not receive the signed Acceptance Form or a written notification of the reasons for the rejection of the performance of the Services within 21 calendar days of delivery of the Acceptance Form, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 7** **Liability for Loss or Corruption of City local Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for any files and programs on the Agency's network, not including any Agency Content on Evidence.com (**Agency Software and Data**); (ii) creating timely backup copies of Agency Software and Data that may be damaged, lost, or corrupted due to Axon's provision of Services; and (iii) using backup copies to restore any Agency Software and Data in the event of any loss of, damage to, or corruption of the operational version of Agency Software and Data. However, regardless of any assistance provided by Axon: (i) Axon will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency Software and Data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency Software and Data from any cause.

TASER Assurance Plan Appendix

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

- 1** **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

- 2** **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

- 3** **SPARE Product.** Axon will provide the spare Products specified in the Quote for those hardware items and accessories listed in the Quote (collectively the "Spare Products" or "Spares") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product of equal or greater value, at Axon's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.

 - 3.1.** Within thirty (30) days of the end of the TAP Term, the Agency must return to Axon all Spare Products. The Agency will be invoiced for and is obligated to pay to Axon the MSRP in effect as of the Effective Date of this Agreement for all Spare Products not returned to Axon. If all the Spare Products are returned to Axon, then Axon will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.

4 **TAP Officer Safety Plan (OSP)**. The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster. At any time during the OSP term, the Agency may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the Agency may choose from any current CEW model offered. The OSP plan must be purchased for a period of five (5) years. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, then we will have no obligation to reimburse for those items not received. If OSP is terminated before the end of the term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within thirty (30) days of the date of termination.

5 **TAP Upgrade Models**. Any products replaced within the six (6) months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty (30) days after the Upgrade Models are received, the Agency must return the original products to Axon or Axon will deactivate the serial numbers for the products received by the Agency. In the case of Axon cameras, the Agency may keep the original products only if the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

Camera Upgrade Models are to be provided as follows during and/or after the TAP Term: Camera Upgrade Models will be provided 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses, OSP, or TAP as a stand-alone service, and made all TAP payments.

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

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

- 6** **TAP Termination for Non-Payment.** If an undisputed invoice for TAP is more than sixty (60) days past due or the Agency defaults on its undisputed payments for the Evidence.com services then Axon may terminate TAP and all outstanding Product related TAPs. In this event, Axon will provide thirty (30) day written notification that TAP coverage is terminated.
- 7** **TAP Termination Generally.** Once TAP coverage is terminated for any reason, then:
- 7.1.** TAP coverage will terminate as of the date of termination, and no refunds will be given.
 - 7.2.** Axon will not and has no obligation to provide the free Upgrade Models.
 - 7.3.** The Agency will be obligated to return any Spare Products within 30 days of the termination date. In the event the Agency does not return the Spares within 30 days, Axon will invoice the Agency for the MSRP as of the Effective Date of this Agreement.
 - 7.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

Axon Integration Services Appendix

- 1** **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2** **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.
- 3** **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.
- 4** **Delivery of Integration Services.**

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

5 Agency's Responsibilities. Axon's successful performance of the Integration Services depends upon the Agency's:

- 5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);
- 5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;
- 5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);
- 5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the Integration Services;
- 5.5. Promptly installing and implementing any and all software updates provided by Axon;
- 5.6. Ensuring that all appropriate data backups are performed;
- 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
- 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 Authorization to Access Computer Systems to Perform Services. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. The Agency will provide such access by designating an Agency technical lead to work with Axon representatives. Agency will not allow Axon access to Agency computers, network systems, and CAD or RMS software without the participation of a designated City representative. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Service Level Agreement Appendix

This Service Level Agreement (**SLA**) is a policy governing the use of the Evidence.com™ Service Offerings (**Service Offerings**) under the MSPA.

1 **Definitions.**

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

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

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

“**Monthly Uptime Percentage**” is $(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$.

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

3 **Guaranteed Service Level and Credits.** If Axon fails to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, the Agency is 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 Agency.

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

4 **Requesting Service Credits.** In order for Axon to consider a claim for Service Credits, the Agency must submit the claim to Axon’s customer support, including all information necessary for Axon 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 Axon must receive the claim within thirty (30) days from the last day of the month in which the Incident that is the subject of the claim occurred.

4.2 Axon will evaluate all information reasonably available to Axon and make a good faith determination of whether a Service Credit is owed. Axon will use commercially reasonable efforts to process claims during the subsequent month and within forty five (45) days of

receipt. The Agency must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If Axon determines that a Service Credit is owed to the Agency, Axon will apply the Service Credit to the end of the Agency'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 Axon's prevailing Maintenance Schedule. Maintenance periods may periodically result in the Service Offerings being Unavailable to the Agency. Downtime falling within Scheduled Routine or Planned maintenance is Scheduled Downtime and is not eligible for Service Credits.

Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. 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 Axon'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 Axon's direct control); (b) that result from any actions or inactions of the Agency or any third party; (c) that result from the Agency'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 Agency; (d) that result from Agency equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Axon's direct control); or (e) arising from Axon's suspension and termination of Agency's right to use the Service Offerings in accordance with this Agreement

Axon Enterprise, Inc.

Protect Life.

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United States
Phone: (800) 978-2737
Fax: (480) 658-0629

Jeffrey Groth
503-625-5523
1(503) 9257159
grothj@sherwoodoregon.gov



Quotation

Quote: Q-150136-4
Date: 1/29/2018 10:32 AM
Quote Expiration: 2/28/2018
Contract Start Date*: 7/1/2018
Contract Term: 5 years

AX Account Number:
106128

Bill To:
Sherwood Police Dept. - OR
20495 SW Borchers Drive
Sherwood, OR 97140
US

Ship To:
Jeffrey Groth
Sherwood Police Dept. - OR
20495 SW Borchers Drive
Sherwood, OR 97140
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chris Neubeck	602-708-0074	cneubeck@axon.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1- CEW

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
21	22002	HANDLE, BLACK, CLASS III, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
21	22014	WARRANTY, 4 YEAR, X2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
21	22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
17	22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	USD 33.17	USD 829.25	USD 135.25	USD 694.00
42	22151	CARTRIDGE, PERFORMANCE, SMART, 25'	USD 34.14	USD 1,433.88	USD 233.52	USD 1,200.36
2	80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM	USD 28.89	USD 57.78	USD 9.42	USD 48.36
21	85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	USD 60.00	USD 1,260.00	USD 205.38	USD 1,054.62

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	22013	KIT, DATAPORT DOWNLOAD, USB, X2/ X26P	USD 178.61	USD 178.61	USD 29.11	USD 149.50
Year 1- CEW Total Before Discounts:						USD 3,759.52
Year 1- CEW Discount:						USD 612.68
Year 1- CEW Net Amount Due:						USD 3,146.84

Year 1

Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
21	80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD 1,188.00	USD 24,948.00	USD 5,121.06	USD 19,826.94
1,150	Included storage	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	11528	FLEX 2 CAMERA, (ONLINE)	USD 454.39	USD 11,359.75	USD 1,851.75	USD 9,508.00
25	11532	FLEX 2 CONTROLLER	USD 151.80	USD 3,795.00	USD 618.50	USD 3,176.50
25	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
9	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
25	11555	MOUNT, BALLISTIC VEST, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
20	11547	BALLCAP MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	11554	CLIP, OAKLEY, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
21	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.42	USD 141.68	USD 23.08	USD 118.60
5	11537	DOCK, FLEX 2, 6-BAY + CORE	USD 1,512.94	USD 7,564.70	USD 1,233.05	USD 6,331.65
4	80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN SIX BAY + HUB DOCK 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 2,340.00	USD 381.40	USD 1,958.60
4	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
4	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 948.00	USD 3,792.00	USD 618.08	USD 3,173.92
1	80110	5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK FLEX2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 216.00	USD 35.21	USD 180.79
Year 1 Total Before Discounts:						USD 54,157.13
Year 1 Discount:						USD 9,882.13
Year 1 Net Amount Due:						USD 44,275.00

Year 2- Paid for in September 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 216.00	USD 35.21	USD 180.79

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
4	80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	USD 948.00	USD 3,792.00	USD 618.08	USD 3,173.92
1,150	Included storage	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
30	80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD 180.00	USD 5,400.00	USD 880.20	USD 4,519.80
5	80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 2,340.00	USD 381.40	USD 1,958.60
21	80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	USD 1,188.00	USD 24,948.00	USD 4,066.44	USD 20,881.56
Year 2- Paid for in September 2018 Total Before Discounts:						USD 36,696.00
Year 2- Paid for in September 2018 Discount:						USD 5,981.33
Year 2- Paid for in September 2018 Net Amount Due:						USD 30,714.67

Spares

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	11528	FLEX 2 CAMERA, (ONLINE)	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11509	BELT CLIP, RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11534	USB SYNC CABLE, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11545	COLLAR MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11546	EPAULETTE MOUNT, FLEX 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	11532	FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Spares Total Before Discounts:						USD 0.00
Spares Net Amount Due:						USD 0.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 216.00	USD 35.21	USD 180.79
4	80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	USD 948.00	USD 3,792.00	USD 618.08	USD 3,173.92
1,150	Included storage	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 2,340.00	USD 381.40	USD 1,958.60
21	80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	USD 1,188.00	USD 24,948.00	USD 4,066.44	USD 20,881.56
30	80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD 180.00	USD 5,400.00	USD 880.20	USD 4,519.80
Year 3 Total Before Discounts:						USD 36,696.00
Year 3 Discount:						USD 5,981.33
Year 3 Net Amount Due:						USD 30,714.67

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 216.00	USD 35.21	USD 180.79
4	80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	USD 948.00	USD 3,792.00	USD 618.08	USD 3,173.92
1,150	Included storage	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 2,340.00	USD 381.40	USD 1,958.60
21	80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	USD 1,188.00	USD 24,948.00	USD 4,066.44	USD 20,881.56
30	80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD 180.00	USD 5,400.00	USD 880.20	USD 4,519.80
Year 4 Total Before Discounts:						USD 36,696.00
Year 4 Discount:						USD 5,981.33
Year 4 Net Amount Due:						USD 30,714.67

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
1	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 216.00	USD 216.00	USD 35.21	USD 180.79
4	80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	USD 948.00	USD 3,792.00	USD 618.08	USD 3,173.92
1,150	Included storage	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
5	80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 2,340.00	USD 381.40	USD 1,958.60
21	80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	USD 1,188.00	USD 24,948.00	USD 4,066.44	USD 20,881.56
30	80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD 180.00	USD 5,400.00	USD 880.20	USD 4,519.80
Year 5 Total Before Discounts:						USD 36,696.00
Year 5 Discount:						USD 5,981.33
Year 5 Net Amount Due:						USD 30,714.67
Grand Total						USD 170,280.52

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

**Axon Enterprise, Inc.’s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon’s Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. 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 this Quote.

Signature:	_____	Date:	_____
Name (Print):	_____	Title:	_____
PO# (if needed):	_____		

Quote: Q-150136-4

Please sign and email to Chris Neubeck at cneubeck@axon.com or fax to (480) 658-0629

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