



MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

City of Sunnyvale, California

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and City of Sunnyvale, California, (**Agency, Party** or collectively **Parties**) having its principal place of business at 700 ALL AMERICA WAY, Sunnyvale, CA, 94086, is entered into as of July 1, 2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-63469 (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 TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 Term. This Agreement will commence on the Effective Date and will remain in full force and effect for five (5) years, consistent with the Quote referenced above.. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 Evidence.com Subscription Term: The Initial Term of the Subscription services will begin after shipment of the Product. 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. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period.

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

2 Definitions.

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER 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.

"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 TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

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

"Products" means all TASER equipment, software, cloud based services, Documentation and software

maintenance releases and updates provided by TASER under this Agreement.

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

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

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

"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.

3 Payment Terms. Invoices are due to be paid within 30 days of the date of an accurate invoice. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.

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

5 Shipping; Title; Risk of Loss; Rejection. TASER reserves the right to make partial shipments and products may ship from multiple locations. All shipments are FOB destination, freight prepaid and allowed by TASER. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is the Agency's responsibility. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.

6 Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns as contemplated under this Agreement or as provided by state or federal law.

7 Warranties.

7.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

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

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

7.2.3 TASER'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 TASER product will not exceed the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER 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.

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

8 Product Warnings. See our website at www.TASER.com for the most current product warnings.

9 Design Changes. TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. TASER will maintain at TASER's own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance

and will furnish certificates of insurance or self-insurance, with appropriate endorsements, upon request.

- 11 Indemnification.** TASER will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.
- 12 IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.
- 13 IP Indemnification.** TASER 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 TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party 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 third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.
- 15 Termination.**
- 15.1 By Either Party.** Either Party may terminate for cause upon 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. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.
- 15.2 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 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 90 days prior to the end of the then current fiscal year.

Without limitation to such rights or remedies as Agency shall otherwise have by law, Agency shall also have the right to terminate the Agreement for any reason upon ninety (90) days written notice to TASER. In the event of such termination, TASER shall be compensated in proportion to the percentage of services performed of materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from Agency to terminate.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

15.4 After Termination. TASER will not delete any Agency Content as a result of a termination during a period of 120 days following termination. During this 120-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 120-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 120-day period. TASER has no obligation to maintain or provide any Agency Content after this 120-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

15.5 Post-Termination Assistance. TASER will provide Agency with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time thereafter, unless express permission is granted by the other party.

16.2 Excusable delays. TASER 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 TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.

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

- 16.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 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 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.
- 16.8 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.
- 16.9 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.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 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.
- 16.12 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.

16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com

AGENCY:

16.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. 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 TASER 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.

16.16 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.

TASER International, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 17800 N. 85th Street Scottsdale, AZ 85255

Attn: Contracts

Email: contracts@taser.com

City of Sunnyvale, California

Signature: _____
Name: _____
Title: _____
Date: _____
Address: 700 ALL AMERICA WAY, Sunnyvale, CA, 94086

Evidence.com Terms of Use

Appendix

1

1 Access Rights. Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.

2 You Own Your Content. You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

3 Evidence.com Data Security.

3.1 Generally. We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We 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 you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

3.2 FBI CJIS Security Addendum. For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement. Upon request we will provide a signed CJIS Security Addendum Certification for each authorized employee to you or, if it exists, a statewide repository for such documentation.

4 Our Support. We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable

efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5 Data Privacy. We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6 Data Storage. We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

7 Fees and Payment. Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the Public Agency Optional Licenses described in Section 8.1. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content.

8 Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your quote. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. If the optional subscription license is terminated early, no refunds or credits will be given. This Section 8 does not apply if you do not purchase any of the Optional Subscription License Tiers.

8.1 Public Agency Optional Licenses. Each of the optional subscription licenses in this Section 8.1 must be purchased at the point of sale of the hardware. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* available at <https://www.taser.com/legal>.

8.1.1 Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera. TASER's current Sales Terms and Conditions for the Axon Flex® and Axon Body Cameras TASER Assurance Plan (U.S. Only) (**TAP**) are available at <https://www.taser.com/legal>.

8.1.2 Evidence.com Unlimited License. Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for Axon camera and

Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access. The Evidence.com Unlimited License must be purchased for a 3- or 5-year term.

8.1.3 Officer Safety Plan. The Officer Safety Plan includes all the benefits of the Evidence.com Unlimited License, TAP for the Evidence.com Dock, one TASER brand conducted electrical weapon (**CEW**) with a 4-year extended warranty, one CEW battery, and one CEW holster of your choice. At any time during the Officer Safety Plan term you may choose to receive the CEW, battery and holster by providing a \$0 purchase order (orders may take 4–6 weeks to process). At the time you elect to receive the CEW, you may choose from any CEW model currently offered by us. The Officer Safety Plan must be purchased for a 5-year term. If the Officer Safety Plan is terminated before the end of the term and you did not receive your CEW, battery and holster then we will not and have no obligation to provide these items or a credit under the Officer Safety Plan. If the Officer Safety Plan is terminated before the end of the term and after you receive your CEW, battery and holster then then: (a) you will be invoiced for the remainder of the MSRP for the CEW, battery, and holster not already paid as part of the Officer Safety Plan before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

8.2 Prosecutor Licenses. Each Prosecutor Standard License and Prosecutor Professional License includes unlimited data storage for Axon camera and Evidence Mobile generated data shared through the Evidence.com Services. You must implement a data retention schedule for the storage of relevant evidence and case related data in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Prosecutor Standard License or Prosecutor Professional License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.

9 Suspension of Evidence.com Services. We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

9.1 Your 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 us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

9.2 You are, or any end user is, in material breach of this Agreement;; or

9.3 You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

9.4 If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

10 Term.

10.1 Subscription Term. The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed quote or purchase order and will remain in effect for the subscription Term agreed to in the quote or purchase

agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the invoice date of the initial invoice containing the licenses. If the quote or purchase agreement contains multiple hardware shipments, the start date of the agreement is based upon the first hardware shipment, and the services related to the remaining shipments will be prorated and co-terminated with the initial start date. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

10.2 Free Trial Term. If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period (**Trial Term**). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

10.3 Free Evidence.com Lite Account. If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (**CEW**) firing logs and TASER CAM data.

11 Termination.

11.1 Termination for Cause.

11.1.1 By Either Party. Either party may terminate this Agreement for cause upon 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. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

11.1.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your 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 you. You agree to deliver notice of termination under this Section (15.1) at least 90 days prior to the end of the then current fiscal year.

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5–7, 12, 13 (except the license granted to you in Section 13), 14, and 16–20 will continue to apply in accordance with their terms.

12 Return of Your Content.

12.1 During the Term. You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

12.2 After Termination. We will not delete any of Your Content as a result of a termination during the 120 days following termination. During this 120-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 120-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 120-day period. We have no obligation to maintain or provide any of Your Content after the 120-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been

successfully deleted and fully removed from the Evidence.com Services. Without limitation to such rights or remedies as Agency shall otherwise have by law, Agency shall also have the right to terminate the Agreement for any reason upon ninety (90) days written notice to TASER. In the event of such termination, TASER shall be compensated in proportion to the percentage of services performed of materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from Agency to terminate.

12.3

12.4 Post-Termination Assistance. We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

14 License Restrictions. Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or 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 in a way intended 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 ours or our 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 to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

15 Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data or Your Content between you and any third-party provider, is solely between you and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. We are not responsible for examining or evaluating the content or accuracy of third-party products or services and we do not warrant and will not have any liability or responsibility for any third-party products or services, or for any other materials, products, or services of third parties. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

16 Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and (e) you are responsible for (i) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any of your end users, and (v) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this Section 16.

17 Our Warranty. We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 17, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT

OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data before it is uploaded to the Evidence.com Services; (b) configuring and setting up any hardware or networks that you connect to the Evidence.com Services; (c) your networks and how they may interact with the hardware, software, or Evidence.com Services; and (d) any security settings you establish to interact with or on the Evidence.com Services. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

18 Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

19 Limitations of Liability. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION,

DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

20 Miscellaneous.

20.1 Definitions.

20.1.1 "Evidence.com Services" means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

20.1.2 "Your Content" means software, data, text, audio, video, images or other content you or any of your 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 your account or otherwise transfer, process, use or store in connection with your account.

20.1.3 "Documentation" means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.

20.1.4 "Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our 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. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

20.1.5 "Policies" means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

20.2 Confidentiality. Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

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

20.4 Independent Contractors. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or 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.

20.5 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.

20.6 Non-discrimination and Equal Opportunity. During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the 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 us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

20.7 U.S. Government Rights. The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are 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, you will immediately discontinue your 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.

20.8 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

20.9 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

20.10 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. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

20.11 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. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

20.12 Governing Law; Venue. The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might

arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

20.13 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

20.13.1 To You. We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency Evidence.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your Evidence.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

20.13.2 To Us. To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

20.14 Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

20.15 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

Counterparts. If this Agreement form requires the signatures of the parties, then this Agreement may be executed in multiple counterparts, each of which is considered an original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

Professional Services Appendix

Click here to enter text.

BY ORDERING OR ACCEPTING PROFESSIONAL SERVICES FROM TASER INTERNATIONAL, INC. (TASER) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us 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 us that you have legal authority to bind that entity. If you do not have this authority, do not order or accept the Professional Services. In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective as of the date you signed the Quote or submit your purchase order, whichever is first (**Effective Date**).

Terms and Conditions

This Professional Services Agreement (**Agreement**) is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement contains the terms and conditions that govern our provision of Professional Services (**Services**)

1. Term.

The term of this Agreement commences on the Effective Date. The actual work to be performed by us is not authorized to begin until we receive the signed Quote or your purchase order, whichever is first. Amounts pre-paid for Services will expire within 6 months of the Effective Date; therefore all Services must be completed within that time period.

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

- a.** The Full-Service Package and Starter Package for the Axon and Evidence.com related Services are detailed below:

| Description of the Axon Service Packages | | |
|---|----------------------|--------------------|
| | Full-Service Package | Starter Package |
| System set up and configuration Setup Axon Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install Evidence Sync software on locked-down computers (if applicable). | 1 on-site session | virtual assistance |
| Dock installation 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. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. | on-site assistance | virtual assistance |
| Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to | ✓ | ✓ |

| Description of the Axon Service Packages | | |
|--|--|--|
| | Full-Service Package | Starter Package |
| rollout. | | |
| Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length. | ✓ | ✓ |
| Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER'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 to other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules. | ✓ | |
| System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com. | ✓ | |
| Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs. | training for up to 5 individuals at the Agency | training for up to 2 individuals at the Agency |
| End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and Evidence Sync. | 6 on-site sessions | 3 on-site sessions |
| Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide | ✓ | ✓ |
| Post go live review session | on-site assistance | virtual assistance |

b. The Full-Service Package and Starter Package for the CEW related Services are detailed below:

| Description of the CEW Service Packages | | |
|---|----------------------|--------------------|
| | Full-Service Package | Starter Package |
| System set up and configuration Configure Evidence.com categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com. Work with IT to install Evidence Sync software on locked-down computers (if applicable). | 1 on-site session | virtual assistance |

| Description of the CEW Service Packages | | |
|---|--|---|
| | Full-Service Package | Starter Package |
| Register users and assign roles in Evidence.com. | | |
| Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout. | ✓ | ✓ |
| Best practice implementation planning session to: Provide considerations for establishment of CEW policy and system operations best practices based on TASER’s observations with other agencies. Discuss importance of entering metadata for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the TASER CEW products and Evidence.com services. | on-site assistance | virtual assistance |
| System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com. | ✓ | ✓ |
| Instructor training TASER’s on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency’s subsequent Evidence.com training needs. | training for up to 3 individuals at the Agency | training for up to 1 individual at the Agency |
| TASER CEW inspection and device assignment TASER’s on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com. | ✓ | ✓ |
| Annual TASER CEW inspection and firmware update TASER’s on-site professional services team will perform an annual TASER CEW inspection to ensure good working condition and perform any necessary firmware updates for 5 years after the date of the purchase of the Professional Service. | ✓ | |
| Post go live review session | on-site assistance | virtual assistance |

c. Initial TASER CEW Instructor Certification Services:

For a separate fee as set forth in your Quote, TASER Certified Master Instructor(s) will provide a two-day, CEW-specific basic TASER Instructor certification course in compliance with the most recent version of TASER International’s Training Curriculum and Training Materials License Agreement. One service provides training for up to 10 individuals at the agency.

- d. Additional training days may be added on to any Axon or CEW Service Package for additional fees set forth in your Quote.

3. **Out of Scope Services.** We are responsible to perform only the Services described on your 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.

a. Hours and Travel. Our personnel, independent contractors, or consultants 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 our personnel, independent contractors, or consultants to your premises will not be charged as work hours performed.

b. Changes to Services. Changes to the scope of 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.

c. Delays. If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.

d. Performance Warranty. We warrant that we will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, you must provide us with written notice and details of the alleged non-complying Services within 7 calendar days after completion of the Services involved. After determination by us that the Services were not in conformance to the requirements and specifications, we will re-perform the non-complying Services at no additional cost.

5. Your Responsibilities. Our successful performance of the Services depends upon your:

- a.** Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;
- b.** Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;
- c.** Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;
- d.** Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);
- e.** Providing suitable workspace with telephone and Internet access for our personnel, independent contractors, or consultants while working at the Installation Site and in your facilities;
- f.** Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;
- g.** Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;
- h.** Promptly installing and implementing any and all software updates provided by us;
- i.** Ensuring that all appropriate data backups are performed;
- j.** Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;
- k.** Providing us with remote access to your Evidence.com account when required for us to perform the Services;
- l.** Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;
- m.** Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and

information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);

n. Instructing your personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and

o. Identifying in advance any holidays, non-work days, or major events that may impact the project.

6. Authorization to Access Computer Systems to Perform Services. You authorize us, our independent contractors, or consultants to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume 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 you.

7. Site Preparation and Installation. Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you 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 us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

8. Acceptance Checklist. We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

9. Liability for Loss or Corruption of Data. The parties' default obligations concerning the liability for any loss or corruption of data under this Agreement are as follows:

a. You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence.

b. If, as a direct result of our negligence in performing the Services, your software or data is damaged, lost, or corrupted, we will assist you in loading the media (e.g., tape) in which you stored the backup copy of your software or data onto the server, mainframe, or other computer system to which your software or data is to be restored. The assistance provided by us may consist of telephone support to your personnel performing the software or data restoration. However, our assistance is conditioned upon TASER being notified by you within 24 hours of you becoming aware that your software or data has been damaged, lost, or corrupted as a direct result of our negligence in performing the Services. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no

event will we be liable for loss of, damage to, or corruption of your data from any cause.

c. The section does not apply to your data stored on Evidence.com and covered by the Evidence.com Master Service Agreement.

10. Indemnification and Limitation of Liability. Except to the extent caused by the negligent acts or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.

11. Insurance. We will maintain at our own expense and in effect during the Term, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance, with appropriate endorsements, upon your request:

a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury;

b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit; and

c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which we may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

12. General.

a. **Non-Discriminatory Employment.** We will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, or condition of disability. We understand and agree that we are bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes.

b. **Notifications.** Any notice permitted or required under this Agreement will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.

c. **Independent Contractors; Non-Exclusive Rights.** The parties are independent contractors, and neither party, nor any of their respective affiliates, contractors, or consultants, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.

d. **Entire Agreement; Modification.** This Agreement, including the Quote and TASER's Sales Terms and Conditions for Direct Sales to All, located at <https://www.taser.com/legal>, constitute the entire agreement between the parties for the Professional Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Professional Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the

Agreement.

e. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

f. Voluntary Agreement. This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this Agreement, to consult with counsel, and fully understand the Agreement.

g. 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.

13. Definitions.

"Installation Site" means the location(s) where the Products are to be installed.

"Products" means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by us under this Agreement.

"Product User Documentation" means either (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, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Services" means the professional services provided by us pursuant to this Agreement.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER 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 beginning of the TAP 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.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1.** Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER 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 Evidence Mobile generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER 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 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 TASER within 30 days of the date of termination.

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

For CEW Upgrade Models TASER will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then Agency may choose any single bay CEW model as the Agency's Upgrade Model; (b) if the Product is a multi-bay CEW, then Agency may choose any multi-bay CEW model as the Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then the Agency may choose any TASER CAM model as an Upgrade Model. To continue TAP coverage for the Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. Agency may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless 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.

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

5.1.2. If the Agency purchased Unlimited License or OSP, then TASER 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. TASER 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 TASER'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.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

6.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

6.2. TASER will not and has no obligation to provide the free Upgrade Models.

- 6.3.** The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 6.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 6.5.** If the Agency received Axon Products free of charge and TAP 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 as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.
- 6.6.** If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
- 6.7.** If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.
- 6.8.** If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each covered Product.

TASER International

Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:



Noel Dietz

(701) 730-7399
(701) 241-1407
ndietz@sunnyvale.ca.gov

Quotation

Quote: Q-63469-3

Date: 5/18/2016 10:34 AM

Quote Expiration: 6/30/2016

Contract Start Date*: 7/1/2016

Contract Term: 5 years

AX Account Number:

106606

Bill To:

Sunnyvale Dept. of Public Safety - CA
700 All America Way
Sunnyvale, CA 94086
US

Ship To:

Noel Dietz
Sunnyvale Dept. of Public Safety - CA
700 All America Way
Sunnyvale, CA 94086
US

| SALESPERSON | PHONE | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|-------------|--------------|-------------------|-----------------|----------------|
| Chad Kapler | 480-341-9539 | ckapler@taser.com | Fedex - Ground | Net 30 |

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

Year 1 with Hardware due net 30 days

| QTY | ITEM # | DESCRIPTION | NET UNIT PRICE | NET TOTAL |
|-------|--------|---|----------------|----------------|
| 225 | 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | USD 399.00 | USD 89,775.00 |
| 8 | 74018 | Z-BRACKET MOUNT, MENS, AXON BODY 2 | USD 0.00 | USD 0.00 |
| 8 | 74020 | MAGNET MOUNT, FLEXIBLE, AXON BODY 2 | USD 0.00 | USD 0.00 |
| 38 | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | USD 35.00 | USD 1,330.00 |
| 225 | 85130 | OFFICER SAFETY PLAN YEAR 1 PAYMENT | USD 628.00 | USD 141,300.00 |
| 9,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| 225 | 11002 | HANDLE, BLACK, CLASS III, X26P | USD 0.00 | USD 0.00 |
| 225 | 11004 | WARRANTY, 4 YEAR, X26P | USD 0.00 | USD 0.00 |
| 225 | 22010 | PPM, BATTERY PACK, STANDARD, X2/X26P | USD 0.00 | USD 0.00 |
| 225 | 11501 | HOLSTER, BLACKHAWK, RIGHT, X26P | USD 0.00 | USD 0.00 |
| 2 | 89101 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT | USD 468.00 | USD 936.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| 1 | 85055 | PREMIUM PLUS SERVICE | USD 15,000.00 | USD 15,000.00 |
| 38 | 74008 | AXON DOCK, 6 BAY + CORE, AXON BODY 2 | USD 1,495.00 | USD 56,810.00 |
| 8 | 74001 | AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK | USD 0.00 | USD 0.00 |

| QTY | ITEM # | DESCRIPTION | NET UNIT PRICE | NET TOTAL |
|--|--------|-------------------------------------|----------------|----------------|
| 8 | 74018 | Z-BRACKET MOUNT, MENS, AXON BODY 2 | USD 0.00 | USD 0.00 |
| 8 | 74020 | MAGNET MOUNT, FLEXIBLE, AXON BODY 2 | USD 0.00 | USD 0.00 |
| Year 1 with Hardware due net 30 days Discount: | | | | USD 126,000.00 |
| Year 1 with Hardware due net 30 days Net Amount Due: | | | | USD 305,151.00 |

Year 2

| QTY | ITEM # | DESCRIPTION | NET UNIT PRICE | NET TOTAL |
|------------------------|--------|---|----------------|----------------|
| 225 | 85131 | OFFICER SAFETY PLAN YEAR 2 PAYMENT | USD 1,188.00 | USD 267,300.00 |
| 9,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| 2 | 89201 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT | USD 468.00 | USD 936.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| Year 2 Net Amount Due: | | | | USD 268,236.00 |

Year 3

| QTY | ITEM # | DESCRIPTION | NET UNIT PRICE | NET TOTAL |
|------------------------|--------|---|----------------|----------------|
| 225 | 85132 | OFFICER SAFETY PLAN YEAR 3 PAYMENT | USD 1,188.00 | USD 267,300.00 |
| 9,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| 2 | 89301 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT | USD 468.00 | USD 936.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| Year 3 Net Amount Due: | | | | USD 268,236.00 |

Year 4

| QTY | ITEM # | DESCRIPTION | NET UNIT PRICE | NET TOTAL |
|------------------------|--------|---|----------------|----------------|
| 225 | 85133 | OFFICER SAFETY PLAN YEAR 4 PAYMENT | USD 1,188.00 | USD 267,300.00 |
| 9,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| 2 | 89401 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT | USD 468.00 | USD 936.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| Year 4 Net Amount Due: | | | | USD 268,236.00 |

Year 5

| QTY | ITEM # | DESCRIPTION | NET UNIT PRICE | NET TOTAL |
|------------------------|--------|---|----------------|----------------|
| 225 | 85134 | OFFICER SAFETY PLAN YEAR 5 PAYMENT | USD 1,188.00 | USD 267,300.00 |
| 9,000 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| 2 | 89501 | PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT | USD 468.00 | USD 936.00 |
| 60 | 85110 | EVIDENCE.COM INCLUDED STORAGE | USD 0.00 | USD 0.00 |
| Year 5 Net Amount Due: | | | | USD 268,236.00 |

| | |
|---------------|------------------|
| Subtotal | USD 1,378,095.00 |
| Estimated Tax | USD 118,861.35 |
| Grand Total | USD 1,496,956.35 |

Complimentary Evidence.com Tier Upgrade Through September 2016

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 2016. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In September 2016 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

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
- 20 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.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet. Axon Body 2 is available for delivery between 8-10 weeks after purchase date. Axon Fleet is available for delivery between August 1, 2016 and August 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

TASER International, 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 TASER's Master Services and Purchasing Agreement posted at www.taser.com/legal. 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 TASER 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-63469-3

Please sign and email to Chad Kapler at ckapler@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

'Protect Life' and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.
© 2013 TASER International, Inc. All rights reserved.