

CON-2025-0754



THIRD AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT (ADDITIONAL AXON EQUIPMENT AND SERVICES)

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

AXON ENTERPRISE, INC. (f/k/a TASER INTERNATIONAL, INC.), an Arizona corporation, 17800 N. 85th Street, Scottsdale, Arizona 85255 ("Axon").

RECITALS:

- I. This Third Amendment ("Third Amendment") is between Axon and the Town. This Third Amendment is effective as of the last signature date of this Third Amendment ("Effective Date"). Axon and the Town are each referred to individually herein as a "Party" and collectively as the "Parties."
- II. Axon and the Town are Parties to the Master Services and Purchasing Agreement dated May 26, 2021, the First Amendment to Master Services and Purchasing Agreement dated August 4, 2022, and the Second Amendment to Master Services and Purchasing Agreement dated August 20, 2024, collectively referred to as the "Agreement" and attached hereto and incorporated herein as ***Exhibit A-3***.
- III. The Parties wish to incorporate further changes into the Agreement in order to include additional equipment and services.

The Parties therefore agree as follows:

TERMS:

1. The attached documents, attached hereto as ***Exhibit B-3***, are hereby incorporated into the Agreement:
 - A. Quote Q-763276-46002DG
2. The Parties agree to expand the scope of the Agreement to include the additional services set forth in ***Exhibit B-3*** at the cost stated in that Exhibit. Any change to the annual cost must be approved by the Town in writing. The total, cumulative payment for the Third Amendment shall not exceed **\$673,778.01**, unless agreed to by the Town in writing.
3. The attached documents, attached hereto as ***Exhibit B-4***, are hereby incorporated into the Agreement:
 - a. Axon Investigate Appendix
 - b. My90 Terms of Use Appendix
4. The following language is hereby incorporated into the Axon Cloud Services Terms of Use Appendix
 - a. Definitions.
 - "Provided Data" means de-identified, de-personalized, data derived from Town's TASER energy weapon deployment reports, related

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TASER energy weapon logs, body-worn camera footage, and incident reports.

- “Transformed Data” means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

- b. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Town purchases the TASER Data Science Program, Town grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Town shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Town an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Town for its own internal purposes. The Data Science report is provided “as is” and without any warranty of any kind.

In the event Town seeks Axon’s deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Town.

- c. **FUSUS.** If Town purchases a subscription to FUSUS, the following terms apply:

License and Storage. The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

Third party Components. Town is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Town to access the service (“Third-Party Components”) are the sole and exclusive responsibility of Town, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Town relationships with such third parties. Town agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Town Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Town is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

Data Privacy. Axon may collect, use, transfer, disclose and otherwise process Town Content in the context of facilitating communication of data with Town through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Town’s use of FUSUS systems, and undertaking data analytics.

5. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

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6. The annual continuance of this Third Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Town. If the Town fails to appropriate sufficient monies to provide for the Third Amendment, the Third Amendment shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's obligation in event of termination due to lack of appropriated funds shall be payment of the fees and expenses incurred up to and including the effective date of termination.
7. Each representative identified below declares that the representative is authorized to execute this Third Amendment as of the date of the signature.

ATTACHED EXHIBITS:

EXHIBIT A-3 – AGREEMENT

EXHIBIT B-3 – QUOTE

EXHIBIT B-4 – AXON INVESTIGATE APPENDIX & MY90 TERMS OF USE APPENDIX

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

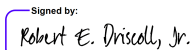
Kaitlin Parker, Assistant Town Attorney

Jack Cauley, Chief of Police

AXON ENTERPRISE, INC.:

By: Robert E. Driscoll, Jr.

(Print Name)

Signed by:


(Signature)

Its: Deputy General Counsel

(Title)

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EXHIBIT A-3
AGREEMENT

CON-2024-0395



**SECOND AMENDMENT TO MASTER SERVICES AND PURCHASING AGREEMENT
(AXON DRAFT ONE SOFTWARE)**

DATE: August 20, 2024

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 ("Town").

AXON ENTERPRISE, INC. (f/k/a TASER INTERNATIONAL, INC.), a Delaware Corporation, 17800 N 85th Street, Scottsdale, Arizona ("Axon").

RECITALS:

- I. This Second Amendment ("Second Amendment") is between Axon and the Town. This Second Amendment is effective as of the last signature date of this Amendment ("Effective Date"). Axon and the Town are each a "Party" and collectively "Parties".
- II. Axon and the Town are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("Agreement") and a First Amendment to Master Services and Purchasing Agreement dated August 4, 2022 ("Amendment"), collectively attached hereto as Exhibit A.
- III. The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products to include additional software.

The Parties therefore agree as follows:

TERMS:

1. The attached documents, attached hereto as Exhibit B, are hereby incorporated into the Agreement:
 - a. Quote Q-575833-45446.896DG
2. The Parties agree to expand the scope of the Agreement, by incorporating Axon Respond Plus –License, Axon Auto-Transcribe – unlimited service, Axon Records – Draft One – AI-Assisted Report writing, and annual maintenance at the cost stated in Exhibit B. Any change to the annual maintenance cost must be approved by the Town in writing. The cumulative payment for the Second Amendment shall not exceed \$618,408.00, unless agreed to by the Town in writing. Further, the parties agree to include the following language which pertains to Draft One:
 "Axon Narrative: AI-Assisted Writing Feature. Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months."
3. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
4. The annual continuance of this Second Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement, Amendment and Second Amendment by the Town. If the Town fails to appropriate sufficient monies to provide for the Second Amendment, the Second Amendment shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The Town's obligation in event of termination due to lack of appropriated funds shall be payment of the fees and expenses incurred up to and including the effective date of termination.



5. Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of the signature.

ATTACHED EXHIBITS:

EXHIBIT A – AGREEMENT AND FIRST AMENDMENT

EXHIBIT B – QUOTE

Axon Enterprise, Inc.

Signature: 
55DAEBB131A4424...

Name: Robert E. Driscoll Jr.

Title: Deputy General Counsel

Date: 7/29/2024 | 1:53 PM MST

ATTEST:


Signed by: 
296A8A4EDDEE34AF
Lisa Anderson, Town Clerk



Approved as to form:


1C100C15C47A4A9
Lindsay M. Jordan, Assistant Town Attorney

TOWN OF CASTLE ROCK

Signed by: 
A7938A42F3A848A...
Jason Gray, Mayor

Approved as to content:

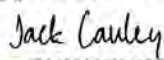

47A48CA818844C5...
Jack Cauley, Chief of Police



EXHIBIT A

AGREEMENT

Previously Executed



First Amendment to Master Services and Purchasing Agreement

This First Amendment ("**Amendment**") is between Axon Enterprise, Inc. (f/k/a Taser International, Inc.), a Delaware corporation ("**Axon**"), and the Town of Castle Rock ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**".

Axon and Agency are parties to a Master Services and Purchasing Agreement dated May 26, 2021 ("**Agreement**"), which is attached hereto as Exhibit 1.

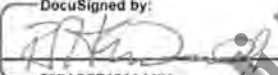
The Parties wish to incorporate further changes into the Agreement in order to expand the scope of offered products.

The Parties therefore agree as follows:

1. The attached documents are hereby incorporated into the Agreement:
 - a. Axon Fleet Appendix
 - b. Quote Q-387977
 - c. Quote Q-390693
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.
3. Subject to Clause 17 Termination of the Agreement, the continuance of this Amendment is contingent upon the appropriation of funds to fulfill the requirements of the Agreement by the Agency.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.

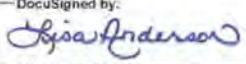
DocuSigned by:
Signature: 
55DAE9B131A4424

Name: Robert Driscoll

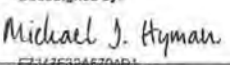
Title: VP, Associate General Counsel

Date: 8/4/2022 | 2:19 PM MDT

ATTEST:

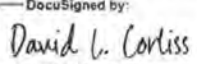
DocuSigned by:

283454EDEC34F
Lisa Anderson, Town Clerk

Approved as to form:

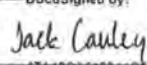
DocuSigned by:

7347F32A5704D1
Michael J. Hyman, Town Attorney



TOWN OF CASTLE ROCK

DocuSigned by:

1B5437CFF75414
David L. Corliss, Town Manager

Approved as to content:

DocuSigned by:

67A80CA01B84C3
Jack Cauley, Chief of Police

Previously Executed



First Amendment to Master Services and Purchasing Agreement

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.** Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software.") "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade



First Amendment to Master Services and Purchasing Agreement

secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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

Q-387977-44718.659KW

Issued: 06/06/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 03/01/2023

Account Number: 109637

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO

Delivery: Invoice-100 Perry St
100 Perry St
Castle Rock, CO 80104-2486
USA

BILL TO

Castle Rock Police Dept. - CO
100 Perry St
Castle Rock, CO 80104-2486
USA
Email:

SALES REPRESENTATIVE

Kevin Watson
Phone: (480) 463-2203
Email: kwatson@axon.com
Fax: (480) 463-2203

PRIMARY CONTACT

Todd Brown
Phone: (303) 814-6404
Email: tbrown@crgov.com
Fax: (303) 663-6105

Quote Summary

Program Length	60 Months
TOTAL COST	\$399,600.00
ESTIMATED TOTAL W/ TAX	\$399,600.00

Discount Summary

Average Savings Per Year	\$41,485.00
TOTAL SAVINGS	\$207,425.00

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	\$79,920.00	\$0.00	\$79,920.00
Feb 2024	\$79,920.00	\$0.00	\$79,920.00
Feb 2025	\$79,920.00	\$0.00	\$79,920.00
Feb 2026	\$79,920.00	\$0.00	\$79,920.00
Feb 2027	\$79,920.00	\$0.00	\$79,920.00
Total	\$399,600.00	\$0.00	\$399,600.00

Quote Unbundled Price: \$607,025.00
Quote List Price: \$510,230.00
Quote Subtotal: \$399,600.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3ARe	Fleet 3 Advanced Renewal	45	60	\$183.85	\$148.00	\$148.00	\$399,600.00	\$0.00	\$399,600.00
A la Carte Hardware									
72036	FLEET 3 STANDARD 2 CAMERA KIT	45			\$2,405.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	1			\$2,405.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$399,600.00	\$0.00	\$399,600.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	45	02/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	02/01/2023
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	45	02/01/2028
Fleet 3 Advanced Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	1	02/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80400	FLEET, VEHICLE LICENSE	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80402	RESPOND DEVICE LICENSE - FLEET 3	45	03/01/2023	02/29/2028
Fleet 3 Advanced Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	90	03/01/2023	02/29/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	45

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	45	02/01/2024	02/29/2028
Fleet 3 Advanced Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/01/2024	02/29/2028

Payment Details

Feb 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00	\$0.00	\$79,920.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	45	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	1	\$0.00	\$0.00	\$0.00
Total				\$79,920.00	\$0.00	\$79,920.00
Feb 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00	\$0.00	\$79,920.00
Total				\$79,920.00	\$0.00	\$79,920.00
Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00	\$0.00	\$79,920.00
Total				\$79,920.00	\$0.00	\$79,920.00
Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00	\$0.00	\$79,920.00
Total				\$79,920.00	\$0.00	\$79,920.00
Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	45	\$79,920.00	\$0.00	\$79,920.00
Total				\$79,920.00	\$0.00	\$79,920.00

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

This quote is contingent upon Agency payment of any and all outstanding invoices of contract #00044209.

6/6/2022



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

Q-390693-44718.656KW

Issued: 06/06/2022

Quote Expiration: 12/31/2022

Estimated Contract Start Date: 03/01/2023

Account Number: 109637

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO

Delivery/Invoice: 100 Perry St
100 Perry St
Castle Rock, CO 80104-2486
USA

BILL TO

Castle Rock Police Department - CO
100 Perry St
Castle Rock, CO 80104-2486
USA
Email:

SALES REPRESENTATIVE

Kevin Watson
Phone: (480) 463-2203
Email: kwatson@axon.com
Fax: (480) 463-2203

PRIMARY CONTACT

Todd Brown
Phone: (303) 814-6404
Email: tbrown@ergov.com
Fax: (303) 663-6105

Quote Summary

Program Length	60 Months	Average Savings Per Year	\$533.00
TOTAL COST	\$29,095.40	TOTAL SAVINGS	\$2,665.00
ESTIMATED TOTAL W/ TAX	\$29,095.40		

Payment Summary

Date	Subtotal	Tax	Total
Feb 2023	\$5,819.08	\$0.00	\$5,819.08
Feb 2024	\$5,819.08	\$0.00	\$5,819.08
Feb 2025	\$5,819.08	\$0.00	\$5,819.08
Feb 2026	\$5,819.08	\$0.00	\$5,819.08
Feb 2027	\$5,819.08	\$0.00	\$5,819.08
Total	\$29,095.40	\$0.00	\$29,095.40

Quote Unbundled Price: \$31,760.40
Quote List Price: \$31,760.40
Quote Subtotal: \$29,095.40

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	60		\$25.00	\$25.00	\$4,500.00	\$0.00	\$4,500.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$29.17	\$29.17	\$3,500.40	\$0.00	\$3,500.40
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60		\$99.00	\$87.90	\$21,095.00	\$0.00	\$21,095.00
Total							\$29,095.40	\$0.00	\$29,095.40

Delivery Schedule

Software					
Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	03/01/2023	02/29/2028
	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	03/01/2023	02/29/2028
	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	03/01/2023	02/29/2028

Payment Details

Feb 2023					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 1	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00	\$900.00
Year 1	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08	\$700.08
Year 1	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00	\$4,219.00
Total				\$5,819.08	\$5,819.08

Feb 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 2	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00	\$900.00
Year 2	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08	\$700.08
Year 2	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00	\$4,219.00
Total				\$5,819.08	\$5,819.08

Feb 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 3	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00	\$900.00
Year 3	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08	\$700.08
Year 3	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00	\$4,219.00
Total				\$5,819.08	\$5,819.08

Feb 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 4	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00	\$900.00
Year 4	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08	\$700.08
Year 4	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00	\$4,219.00
Total				\$5,819.08	\$5,819.08

Feb 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Total
Year 5	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	3	\$900.00	\$900.00
Year 5	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.08	\$700.08
Year 5	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,219.00	\$4,219.00
Total				\$5,819.08	\$5,819.08

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract #00047534 (originated via Q-318894) and is terminating that contract upon the new license start date (3/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$2,665.00 to refund paid, but undelivered services. This discount is based on a ship date range of 2/1/2023-2/15/2023, resulting in a 3/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices.

6/6/2022

Previously Executed





Master Services and Purchasing Agreement between Axon and Agency

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

1. **Definitions.**

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

"Axon Device" means all hardware provided by Axon under this Agreement.

"Quote" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

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

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

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

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

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



Master Services and Purchasing Agreement between Axon and Agency

7 Warranty.

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

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

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

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

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

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

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

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

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



Master Services and Purchasing Agreement between Axon and Agency

- 10 **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
- 11 **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
- 12 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 13 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- 14 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 15 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
- 16 **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.
- 17 **Termination.**
 - 17.1 **For Breach.** A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
 - 17.2 **By Agency.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.
 - 17.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
- 18 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be

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understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. General.

19.1 Force Majeure. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 Independent Contractors. The Parties are independent contractors. Neither Party 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.

19.3 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

19.4 Non-Discrimination. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 Export Compliance. Each Party will comply with all import and export control laws and regulations.

19.6 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 Waiver. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 Severability. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 Survival. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 Governing Law. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 Notices. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

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

Agency: Town of Castle Rock
Attn: Commander Todd Brown
100 N. Perry Street
Castle Rock, CO 80104
tbrown@crgov.com

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or

understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

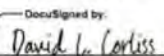
Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.Signature: 

Name: Robert Driscoll

Title: VP, Assoc. General Counsel

Date: 4/23/2021 | 1:36 PM MST

**Agency: Town of Castle Rock**Signature: 

Name: David L. Corliss

Title: Town Manager

Date: 5/26/2021 | 5:42 PM MDT

AttestDocuSigned by: 
Lisa Anderson, Town Clerk**Approve as to form**DocuSigned by: 
Michael J. Hyman, Town Attorney



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions.**

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

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

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

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

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

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

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

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

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately

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if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

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

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

The Axon Records Subscription Term will end upon the competition of the Axon Records

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

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

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

- 13 **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

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- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Previously Executed



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Axon Customer Experience Improvement Program Appendix

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

1.1 ACEIP Tier 1.

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

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

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

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

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

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



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Professional Services Appendix

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Agency need
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access

Dock configuration

- Work with Agency to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

End user go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

Implementation document packet

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

- 3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual).** BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.
- 4 **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Agency need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other agencies using TASER CEWs and Axon Evidence
- **For the CEW Full Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

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System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.
- **For the CEW Full Service Package:** Training for up to 3 individuals at Agency
- **For the CEW Starter Package:** Training for up to 1 individual at Agency

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full Service Package: On-site assistance included.

For the CEW Starter Package: Virtual assistance included.

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

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

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

6 **Signal Sidearm Installation Service.** If Agency purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. Agency is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

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

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

8 **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

9 **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

10 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for

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the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 11 **Acceptance.** When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.
- 12 **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.



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Technology Assurance Plan Appendix

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

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

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TASER 7 Appendix

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

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

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

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



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



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Axon Auto-Tagging Appendix

- 1 **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.
- 2 **Support.** For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, so long as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.
- 3 **Changes.** Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
- 4 **Agency Responsibilities.** Axon's performance of Auto-Tagging Services requires Agency to:
 - 4.1 Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2 Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3 Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4 Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5 Promptly install and implement any software updates provided by Axon;
 - 4.6 Ensure that all appropriate data backups are performed;
 - 4.7 Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8 Provide Axon with remote access to Agency's Axon Evidence account when required;
 - 4.9 Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and
 - 4.10 Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
- 5 **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.



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Axon Respond Appendix

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

- 1 **Axon Respond Subscription Term.** If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency.

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

The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

- 2 **Scope of Axon Respond.** The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

- 3 **Axon Body 3 LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

- 4 **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

- 5 **Axon Respond Service Limitations.** Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

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



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Add-on Services Appendix

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

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

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

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

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

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



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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

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

If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Agency an On-Demand subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Agency with reviewing and transcribing individual evidence items. In the event Agency uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Auto-Transcribe On-Demand to better meet Agency's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

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



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Axon Channel Services Appendix

1 **Definitions.**

"**Axon Digital Evidence Management System**" means Axon Evidence or Axon Commander, as specified in the attached Channel Services Statement of Work.

"**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

"**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

- 6 **Monitoring.** Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

- 7 **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

7.4 Ensure all appropriate data backups are performed;

7.5 Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

7.6 Notify Axon of any network or machine maintenance that may impact the performance of

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 23 of 24



Master Services and Purchasing Agreement

-
- the Channel Services; and
- 7.7 Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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

Q-295397-44299.836MD

Issued: 04/13/2021

Quote Expiration: 06/15/2021

Account Number: 109637

Payment Terms: Net 30
Delivery Method: Fedex - Ground

SHIP TO

Todd Brown
Castle Rock Police Dept. - CO
100 PERRY ST.
CASTLE ROCK, CO 80104
US

BILL TO

Castle Rock Police Dept. - CO
100 PERRY ST.
CASTLE ROCK, CO 80104
US

SALES REPRESENTATIVE

Mary Dunn
Phone: (480) 463-2187
Email: mdunn@axon.com
Fax: (480) 463-2187

PRIMARY CONTACT

Todd Brown
Phone: 1-303-663-6100
Email: tbrown@cr.gov

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	1	0.00	0.00	0.00
20242	TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS	120	90	0.00	0.00	0.00
73746	PROFESSIONAL EVIDENCE.COM LICENSE	120	90	0.00	0.00	0.00
73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	120	90	0.00	0.00	0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	120	2,700	0.00	0.00	0.00
73680	RESPOND DEVICE PLUS LICENSE	120	90	0.00	0.00	0.00
73681	AXON RECORDS FULL	120	90	0.00	0.00	0.00
73739	PERFORMANCE LICENSE	120	90	0.00	0.00	0.00
20248	TASER 7 EVIDENCE.COM ACCESS LICENSE	120	90	0.00	0.00	0.00
20246	TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE	120	90	0.00	0.00	0.00
85760	AUTO-TRANSCRIBE UNLIMITED ACCESS SERVICE (LE ONLY)	120	90	0.00	0.00	0.00
73618	CITIZEN FOR COMMUNITIES USER ACCESS LICENSE	120	90	0.00	0.00	0.00
73478	REDACTION ASSISTANT USER ACCESS LICENSE	120	90	0.00	0.00	0.00
11642	THIRD-PARTY VIDEO SUPPORT LICENSE	120	90	0.00	0.00	0.00
73687	EVIDENCE.COM VIEWER LICENSE	120	1	0.00	0.00	0.00
73682	AUTO TAGGING LICENSE	120	90	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
75015	SIGNAL SIDEARM KIT		90	0.00	0.00	0.00
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		2	0.00	0.00	0.00
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		90	0.00	0.00	0.00
20034	TASER 7 10 YEAR HANDLE WARRANTY		90	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		7	699.00	699.00	4,893.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		270	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		270	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK		180	0.00	0.00	0.00
22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS		45	0.00	0.00	0.00
22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		45	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		2	43.90	43.90	87.80
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	0.00	0.00	0.00
20018	TASER 7 BATTERY PACK, TACTICAL		99	0.00	0.00	0.00
20035	TASER 7 10 YEAR BATTERY WARRANTY		99	0.00	0.00	0.00
20036	TASER 7 10 YEAR DOCK WARRANTY		1	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	0.00	0.00	0.00
74200	TASER 7 6-BAY DOCK AND CORE		1	0.00	0.00	0.00
80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 7.5 IN. TASER 7		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		7	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		1	0.00	0.00	0.00
20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND		80	0.00	0.00	0.00
20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND		10	0.00	0.00	0.00
20042	TASER 7 DOCK & CORE WARRANTY, 4-YEAR		1	300.00	300.00	300.00
74200	TASER 7 6-BAY DOCK AND CORE		1	1,500.00	14,883.99	14,883.99
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		1	43.90	43.90	43.90
20050	HOOK-AND-LOOP TRAINING (HALT) SUIT		1	750.00	750.00	750.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73943	OFFICER SAFETY PLAN 7+ PREMIUM 10 YR BUNDLE HEADER	120	90	0.00	0.00	0.00
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	2,734.66	246,119.40
80190	Evidence.com Channel Services		1	0.00	0.00	0.00
20378	HTC SUNRISE VR HEADSET		1	0.00	0.00	0.00
20271	AXON VR CONTROLLER KIT		1	0.00	0.00	0.00
73827	AB3 CAMERA TAP WARRANTY	120	7	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	120	2	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)		2	0.00	0.00	0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
Services						
20384	FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE	120	1	0.00	0.00	0.00
79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE		1	0.00	0.00	0.00
85144	AXON STARTER		1	2,750.00	0.00	0.00
85147	CEW STARTER		1	2,750.00	0.00	0.00
Subtotal						270,068.09
Estimated Shipping						0.00
Estimated Tax						0.00
Total						270,068.09

Year 1 - TAP Refresh

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		83	0.00	0.00	0.00
74211	AXON BODY 3 - 1 BAY DOCK		83	0.00	0.00	0.00
87060	TECH ASSURANCE PLAN 1-BAY BODY 3 DOCK WARRANTY	12	83	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		91	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		83	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	83	0.00	0.00	0.00

Year 1 - TAP Refresh (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK		83	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R		3	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		3	0.00	0.00	0.00
20034	TASER 7 10 YEAR HANDLE WARRANTY		3	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		3	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		3	0.00	0.00	0.00
Other						
73827	AB3 CAMERA TAP WARRANTY	12	3	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
					Subtotal	270,067.50
					Estimated Tax	0.00
					Total	270,067.50

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00

Year 3 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS		180	0.00	0.00	0.00
22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
73309	AXON CAMERA REFRESH ONE		90	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		2	0.00	0.00	0.00
73309	AXON CAMERA REFRESH ONE		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						270,067.50
Estimated Tax						0.00
Total						270,067.50

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						270,067.50
Estimated Tax						0.00
Total						270,067.50

Year 5

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS		180	0.00	0.00	0.00
22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS		180	0.00	0.00	0.00

Year 5 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73995	OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5	12	90	2,868.00	3,000.75	270,067.50
73310	AXON CAMERA REFRESH TWO		90	0.00	0.00	0.00
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		83	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK 2ND REFRESH		2	0.00	0.00	0.00
73310	AXON CAMERA REFRESH TWO		3	0.00	0.00	0.00
20120	TASER 7 INSTRUCTOR COURSE VOUCHER		1	0.00	0.00	0.00
20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER		1	0.00	0.00	0.00
Subtotal						270,067.50
Estimated Tax						0.00
Total						270,067.50

Year 6

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73964	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y6	12	90	2,954.04	3,000.75	270,067.50
Subtotal						270,067.50
Estimated Tax						0.00
Total						270,067.50

Year 7

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73965	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y7	12	90	3,042.72	3,000.75	270,067.50
Subtotal						270,067.50
Estimated Tax						0.00
Total						270,067.50

Year 8

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73966	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y8	12	90	3,133.92	3,000.75	270,067.50
73345	AXON CAMERA REFRESH THREE		90	0.00	0.00	0.00
73347	MULTI-BAY BWC DOCK 3RD REFRESH		2	0.00	0.00	0.00
73345	AXON CAMERA REFRESH THREE		3	0.00	0.00	0.00
Subtotal						270,067.50
Estimated Tax						0.00
Total						270,067.50

Year 9

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73967	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y9	12	90	3,228.00	3,000.75	270,067.50
Subtotal						270,067.50
Estimated Tax						0.00
Total						270,067.50

Year 10

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other						
73968	OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y10	12	90	3,324.84	3,000.75	270,067.50
73346	AXON CAMERA REFRESH FOUR		90	0.00	0.00	0.00
73314	1-BAY DOCK AXON CAMERA REFRESH TWO		83	0.00	0.00	0.00
73348	MULTI-BAY BWC DOCK 4TH REFRESH		2	0.00	0.00	0.00
73346	AXON CAMERA REFRESH FOUR		3	0.00	0.00	0.00
Subtotal						270,067.50
Estimated Tax						0.00
Total						270,067.50

Grand Total	2,700,675.59
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Discounts (USD)

Quote Expiration: 06/15/2021

List Amount	2,718,181.50
Discounts	17,505.91
Total	2,700,675.59

**Total excludes applicable taxes*

Summary of Payments

Payment	Amount (USD)
Year 1	270,068.09
Year 1 - TAP Refresh	0.00
Spares	0.00
Year 2	270,067.50
Year 3	270,067.50
Year 4	270,067.50
Year 5	270,067.50
Year 6	270,067.50
Year 7	270,067.50
Year 8	270,067.50



Summary of Payments (Continued)

Payment	Amount (USD)
Year 9	270,067.50
Year 10	270,067.50
Grand Total	2,700,675.59

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions) and the Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. The Axon Customer Experience Improvement Program Appendix ONLY applies to Customers in the USA. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it contemplates the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ Date: _____
 Name (Print): _____ Title: _____
 PO# (Or write N/A): _____

Please sign and email to Mary Dunn at mdunn@axon.com or fax to (480) 463-2187

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		

**Castle Rock Police Dept. - CO**

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	



EXHIBIT B

AXON QUOTE Q-575833-45446.896DG

Previously Executed



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

Q-575833-45446.896DG

Issued: 06/03/2024

Quote Expiration: 06/25/2024

Estimated Contract Start Date: 07/01/2024

Account Number: 109637

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock CO 80104-2486 USA Email:	David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Todd Brown Phone: (303) 814-6404 Email: tbrown@crgov.com Fax: (303) 663-6105

Quote Summary

Program Length	84 Months
TOTAL COST	\$618,408.00
ESTIMATED TOTAL W/ TAX	\$618,408.00

Discount Summary

Average Savings Per Year	\$5,518.80
TOTAL SAVINGS	\$38,631.60

Payment Summary

Date	Subtotal	Tax	Total
Jul 2024	\$52,564.68	\$0.00	\$52,564.68
Jun 2025	\$94,307.22	\$0.00	\$94,307.22
Jun 2026	\$94,307.22	\$0.00	\$94,307.22
Jun 2027	\$94,307.22	\$0.00	\$94,307.22
Jun 2028	\$94,307.22	\$0.00	\$94,307.22
Jun 2029	\$94,307.22	\$0.00	\$94,307.22
Jun 2030	\$94,307.22	\$0.00	\$94,307.22
Total	\$618,408.00	\$0.00	\$618,408.00

Previously Executed

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$657,039.60
\$657,039.60
\$618,408.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
73680	AXON RESPOND PLUS - LICENSE	10	84		\$22.43	\$0.00	\$0.00	\$0.00	\$0.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	84		\$23.56	\$0.00	\$0.00	\$0.00	\$0.00
101283	AXON RECORDS - DRAFT ONE - UNASSISTED REPORT WRITING	100	84		\$73.62	\$73.62	\$618,408.00	\$0.00	\$618,408.00
Total							\$618,408.00	\$0.00	\$618,408.00

Previously Executed

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	07/01/2024	06/30/2031
A la Carte	73680	AXON RESPOND PLUS - LICENSE	10	07/01/2024	06/30/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	07/01/2024	06/30/2031

Previously Executed

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Perry St	Castle Rock	CO	80104-2486	USA

Payment Details

Jul 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Add-On Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	\$52,564.68	\$0.00
Invoice Upon Fulfillment	73680	AXON RESPOND PLUS - LICENSE	10	\$0.00	\$0.00
Invoice Upon Fulfillment	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	10	\$0.00	\$0.00
Total				\$52,564.68	\$0.00

Jun 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Add-On Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	\$94,307.22	\$0.00
Total				\$94,307.22	\$0.00

Jun 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Add-On Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	\$94,307.22	\$0.00
Total				\$94,307.22	\$0.00

Jun 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Add-On Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	\$94,307.22	\$0.00
Total				\$94,307.22	\$0.00

Jun 2028					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Add-On Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	\$94,307.22	\$0.00
Total				\$94,307.22	\$0.00

Jun 2029					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Add-On Payment 6	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	\$94,307.22	\$0.00
Total				\$94,307.22	\$0.00

Jun 2030					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Add-On Payment 7	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	100	\$94,307.22	\$0.00
Total				\$94,307.22	\$0.00

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

6/3/2024

Previously Executed



CON-2025-0754



EXHIBIT B-3

AXON QUOTE Q-763276-46002DG



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

Q-763276-46002DG

Issued: 12/11/2025

Quote Expiration: 01/23/2026

Estimated Contract Start Date: 02/01/2026

Account Number: 109637

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Castle Rock Police Dept. - CO 100 Perry St Castle Rock, CO 80104-2486 USA	Castle Rock Police Department - CO 100 Perry St Castle Rock CO 80104-2486 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Mark Galvan Phone: Email: mgalvan@crgov.com Fax:

Quote Summary

Program Length	65 Months
TOTAL COST	\$673,778.01
ESTIMATED TOTAL W/ TAX	\$673,778.01

Discount Summary

Average Savings Per Year	\$47,361.23
TOTAL SAVINGS	\$256,540.02

Payment Summary

Date	Subtotal	Tax	Total
Feb 2026	\$19,738.40	\$0.00	\$19,738.40
Jul 2026	\$130,807.92	\$0.00	\$130,807.92
Jul 2027	\$130,807.92	\$0.00	\$130,807.92
Jul 2028	\$130,807.92	\$0.00	\$130,807.92
Jul 2029	\$130,807.92	\$0.00	\$130,807.92
Jul 2030	\$130,807.93	\$0.00	\$130,807.93
Total	\$673,778.01	\$0.00	\$673,778.01

Quote Unbundled Price: \$930,340.25
 Quote List Price: \$705,277.75
 Quote Subtotal: \$673,778.01

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	65		\$51.55	\$51.55	\$56,962.75	\$0.00	\$56,962.75
M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	65	\$519.90	\$381.40	\$365.75	\$594,340.26	\$0.00	\$594,340.26
A la Carte Hardware									
11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10			\$34.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	25			\$899.00	\$899.00	\$22,475.00	\$0.00	\$22,475.00
H00003	AB4 1-Bay Dock Bundle	25			\$229.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$673,778.01	\$0.00	\$673,778.01

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	25	1	01/01/2026
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	25	1	01/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	25	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	28	1	01/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	28	1	01/01/2026
AB4 Camera Bundle	11507	AXON BODY - MOUNT - RAPIDLOCK SINGLE MOLLE	28	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100126	AXON VR - TACTICAL BAG	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100591	AXON TASER - CLEANING KIT	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100833	AXON VR - CONTROLLER - TASER 7	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101290	AXON VR - HOLSTER - T7 SAFARILAND GRAY - RH	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101294	AXON VR - TABLET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101300	AXON VR - TABLET CASE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	125	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	125	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	50	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	50	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	25	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	50	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2026
A la Carte	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	50	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73309	AXON BODY - TAP REFRESH 1 - CAMERA	25	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	25	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	50	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	50	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100211	AXON VR - TAP REFRESH 2 - TABLET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101010	AXON VR - TAP REFRESH 2 - HANDGUN CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101013	AXON VR - TAP REFRESH 2 - TASER CONTROLLER	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20374	AXON VR - TAP REFRESH 2 - HEADSET	1	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73310	AXON BODY - TAP REFRESH 2 - CAMERA	25	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	25	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20242	AXON TASER - CERTIFICATION PROGRAM YEAR 6-10 HARDWARE	25	1	06/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100590	AXON MY90 - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101180	AXON TASER - DATA SCIENCE PROGRAM	25	02/01/2026	06/30/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101706	AXON FUSUS - LICENSE - PRO+ USER	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20248	AXON TASER - EVIDENCE.COM LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20370	AXON VR - USER ACCESS - FULL VR	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73449	AXON BODY - LEGACY LICENSE - CONNECTED CAMERA	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73618	AXON COMMUNITY REQUEST	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73638	AXON STANDARDS - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73739	AXON PERFORMANCE - LICENSE	25	02/01/2026	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	73746	AXON EVIDENCE - ECOM LICENSE - PRO	25	02/01/2026	06/30/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101193	AXON TASER - ON DEMAND CERTIFICATION	25
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	25
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	25

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100197	AXON VR - EXT WARRANTY - HEADSET	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	100213	AXON VR - EXT WARRANTY - TABLET	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	25	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80464	AXON BODY - TAP WARRANTY - CAMERA	25	01/01/2027	06/30/2031
BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	25	01/01/2027	06/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 Perry St	Castle Rock	CO	80104-2486	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	10	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	25	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	\$4,890.77	\$0.00	\$4,890.77
Year 1	H00001	AB4 Camera Bundle	25	\$1,929.68	\$0.00	\$1,929.68
Year 1	H00003	AB4 1-Bay Dock Bundle	25	\$0.00	\$0.00	\$0.00
Year 1	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	\$12,917.95	\$0.00	\$12,917.95
Invoice Upon Fulfillment	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	\$0.00	\$0.00	\$0.00
Total				\$19,738.40	\$0.00	\$19,738.40

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	\$10,253.30	\$0.00	\$10,253.30
Year 2	H00001	AB4 Camera Bundle	25	\$4,045.50	\$0.00	\$4,045.50
Year 2	H00003	AB4 1-Bay Dock Bundle	25	\$0.00	\$0.00	\$0.00
Year 2	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	\$116,509.12	\$0.00	\$116,509.12
Total				\$130,807.92	\$0.00	\$130,807.92

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	\$10,253.30	\$0.00	\$10,253.30
Year 3	H00001	AB4 Camera Bundle	25	\$4,045.50	\$0.00	\$4,045.50
Year 3	H00003	AB4 1-Bay Dock Bundle	25	\$0.00	\$0.00	\$0.00
Year 3	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	\$116,509.12	\$0.00	\$116,509.12
Total				\$130,807.92	\$0.00	\$130,807.92

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	\$10,253.30	\$0.00	\$10,253.30
Year 4	H00001	AB4 Camera Bundle	25	\$4,045.50	\$0.00	\$4,045.50
Year 4	H00003	AB4 1-Bay Dock Bundle	25	\$0.00	\$0.00	\$0.00
Year 4	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	\$116,509.12	\$0.00	\$116,509.12
Total				\$130,807.92	\$0.00	\$130,807.92

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	\$10,253.30	\$0.00	\$10,253.30
Year 5	H00001	AB4 Camera Bundle	25	\$4,045.50	\$0.00	\$4,045.50
Year 5	H00003	AB4 1-Bay Dock Bundle	25	\$0.00	\$0.00	\$0.00
Year 5	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	\$116,509.12	\$0.00	\$116,509.12
Total				\$130,807.92	\$0.00	\$130,807.92

Jul 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	100840	TRUE UP - OFFICER SAFETY PLAN 10 PREMIUM 10YR	17	\$11,058.80	\$0.00	\$11,058.80
Year 6	H00001	AB4 Camera Bundle	25	\$4,363.32	\$0.00	\$4,363.32
Year 6	H00003	AB4 1-Bay Dock Bundle	25	\$0.00	\$0.00	\$0.00
Year 6	M00030	BUNDLE - OFFICER SAFETY PLAN 7 PREMIUM 10YR	25	\$115,385.81	\$0.00	\$115,385.81
Total				\$130,807.93	\$0.00	\$130,807.93

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

Standard Terms and Conditions

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

Acceptance of Terms:

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

Signature

Date Signed

12/11/2025



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EXHIBIT B-4

Axon Investigate Appendix

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

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Town a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Town any right to enhancements or updates, but if such are made available to Town and obtained by Town, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Town agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Town terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Town may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Town may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Town may not rent, lease, sublicense, grant a security interest in or otherwise transfer Town's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Town with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Town may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Town. If Town receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Town to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Town agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Town ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Town's computer or computer system, Town agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be

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downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

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

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My90 Terms of Use Appendix

1. Definitions.

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

2. **Access.** Upon Axon granting Town a subscription to My90, Town may access and use My90 to store and manage My90 Town Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern

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all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.
4. **Town Owns My90 Town Content.** Town controls or owns all rights, titles, and interests in My90 Town Content. Except as outlined herein, Axon obtains no interest in My90 Town Content, and My90 Town Content is not Axon's business records. Except as set forth in this Agreement, Town is responsible for uploading, sharing, managing, and deleting My90 Town Content. Axon will only have access to My90 Town Content for the limited purposes set forth herein. Town agrees to allow Axon access to My90 Town Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.
6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Town Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Town Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Town Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Town, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Town use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Town agrees to allow Axon access to My90 Non-Content Data from Town to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Town Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Town Data. For all Town, Axon will Process and store Town Data within the country in which Town is located. Ownership of My90 Town Content remains with Town.
9. **Required Disclosures.** Axon will not disclose Town Data that Town shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Town if any disclosure request is received for Town Data so Town may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Town Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Town.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon Towns, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Town grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Town Data for internal

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use including but not limited to analysis and creation of derivatives. Axon may not release Town Data to any third party under this right that is not aggregated and de-identified. Town acknowledges that Town will have no intellectual property right in any media, good or service developed or improved by Axon. Town acknowledges that Axon may make any lawful use of My90 Data and any derivative of Town Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Town will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

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

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- 18.1. Ensuring My90 Town Content is appropriate for use in My90. This includes, prior to sharing:
 - (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
- 18.2. Ensuring that only My90 Town Content that is authorized to be shared for the purposes outlined is shared with Axon. Town will periodically monitor or audit this shared data;
- 18.3. Using an appropriately secure data transfer mechanism to provide My90 Town Content to Axon;
- 18.4. Immediately notify Axon if My90 Town Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Town Content in the event Town requests to un-share previously shared My90 Town Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Town will:

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

20. **Town Responsibilities.** Town is responsible for:

- 20.1. ensuring no My90 Town Content or Town End User's use of My90 Town Content or My90 violates this Agreement or applicable laws;
- 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Town Data in accordance with this Agreement; and
- 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Town becomes aware of any violation of this Agreement by an End User, Town will immediately terminate that End User's access to My90. Town will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Town Content. Town is responsible for ensuring the configuration and utilization of My90 meets applicable Town regulations and standards. Town may not sell, transfer, or sublicense access to any other entity or person. Town shall contact Axon immediately if an unauthorized party may be using Town's account or My90 Town Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Town's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Town or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other Town; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Town remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Town Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Town and Town End Users, may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source

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code included in My90, or allow others to do the same;

- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

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

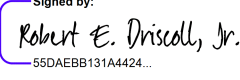
Certificate Of Completion

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Source Envelope:		
Document Pages: 85	Signatures: 1	Envelope Originator:
Certificate Pages: 4	Initials: 0	Brian Frey
AutoNav: Enabled		17800 N 85th St
Envelopeld Stamping: Enabled		Scottsdale, AZ 85255
Time Zone: (UTC-07:00) Arizona		bfrey@axon.com
		IP Address: 2601:600:9080:2

Record Tracking

Status: Original	Holder: Brian Frey	Location: DocuSign
1/12/2026 1:54:48 PM	bfrey@axon.com	

Signer Events

Signature	Timestamp
Signed by:  <small>55DAEBB131A4424...</small>	Sent: 1/12/2026 1:56:36 PM Viewed: 1/12/2026 3:08:34 PM Signed: 1/12/2026 3:08:54 PM
Robert E. Driscoll, Jr. bobby@axon.com Deputy General Counsel Axon Enterprise, Inc. Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style Using IP Address: 75.167.15.255

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature	Timestamp
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Editor Delivery Events

Status	Timestamp
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Agent Delivery Events

Status	Timestamp
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Intermediary Delivery Events

Status	Timestamp
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Certified Delivery Events

Status	Timestamp
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Carbon Copy Events

Status	Timestamp
Dave Gollobit dgollobit@axon.com Security Level: Email, Account Authentication (None)	<div>COPIED</div> Sent: 1/12/2026 1:56:37 PM Viewed: 1/12/2026 3:09:58 PM

Electronic Record and Signature Disclosure:
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Witness Events

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Notary Events

Signature	Timestamp
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Envelope Summary Events

Status	Timestamps
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Signing Complete	1/12/2026 3:08:54 PM
Completed	1/12/2026 3:08:54 PM

Payment Events

Status	Timestamps
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Axon Enterprise, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Axon Enterprise, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: legal@axon.com

To advise Axon Enterprise, Inc. of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at legal@axon.com and in the body of such request you must state: your previous email

address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Axon Enterprise, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to legal@axon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Axon Enterprise, Inc.

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to legal@axon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Axon Enterprise, Inc. as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Axon Enterprise, Inc. during the course of your relationship with Axon Enterprise, Inc..