STANDARD CONTRACT NO. C-25-34-07-WL
BETWEEN THE CITY OF SUNRISE, FLORIDA
AND AXON ENTERPRISE, INC.

THIS CONTRACT between the City of Sunrise, a municipal corporation of the State of Florida whose address is 10770 West Oakland Park Boulevard, Sunrise, Florida, 33351 (hereinafter referred to as "the City") and Axon Enterprise, Inc. a Delaware corporation authorized to do business in the State of Florida, (hereinafter referred to as the "Contractor"), whose address is 17800 N. 85th St., Scottsdale, AZ and whose Federal Identification Number is 86-0741227, incorporates the attached Axon Quote (Q-762553-45959JB (Exhibit "A").

In consideration of the mutual terms and promises set forth below, the City and the Contractor agree as follows:

1. Services

The Contractor's responsibility under this Contract is for provision of products and services as set forth in the Contract, Axon's Quote attached hereto into in Exhibit "A", and Axon's Master Services and Purchasing Agreement attached hereto as Exhibit "B," Affidavit of Compliance with Foreign Entity Laws attached hereto as Exhibit "C", and Affidavit of Compliance with Human Trafficking Laws attached hereto as Exhibit "D", all of which are attached and made part of this Contract. Contractor agrees that all of its services will comply with the applicable FBI Criminal Justice Information Services Requirements.

The Scope of Service (hereinafter referred to as "Services") is as follows:

The City's representative during the performance of this Contract shall be Sergent Eric Goldstein, telephone number (954)382-7422 or designee.

The Contractor's representative/liaison during the performance of this Contract shall be Brendan Rome, email brome@axon.com .

2. Payments

The Contractor will bill the City for Services rendered toward the completion of the work defined herein at the rates and in accordance with the invoice schedule listed in Exhibit "A." The Contractor shall submit invoices to:

City of Sunrise
Attn: Accounts Payable Dept.
10770 West Oakland Park Blvd.
Sunrise, FL 33351

Invoices received from the Contractor pursuant to this Contract will be reviewed and

approved by the City's representative, indicating that Services have been rendered in conformity with the Contract and then will be sent to the Finance and Administrative Services Department for payment. Following the City representative's approval, invoice payments will be made by the City in accordance with Florida Prompt Payment Act, Florida Statutes Section 218.70. The City shall pay Contractor for work performed in accordance with §218.70. Notwithstanding the foregoing, payment will be due Net 30 days from date of invoice.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all Services have been properly performed and all charges and costs have been invoiced to the City.

3. Initial Contract Period and Contract Renewal

The initial Contract period shall be for five (5) years commencing upon the date of the last signature ("Effective Date"). Upon execution of this Agreement, Agreement # C20-22-01-JC will be terminated.

In the event the Services are scheduled to end either by Contract expiration or by termination by the City of Sunrise, the City may require the Contractor to continue the Services until new services can be completely operational upon mutual agreement by the Contractor. The City Manager, or designee, may extend the Contract for a period not to exceed six (6) months subject to the same terms and conditions set forth in the initial Contract, upon execution of a new quote provided by the Contractor. To the extent applicable to a six (6) month purchase, Axon may increase pricing on all line items in the Quote up to 3% for such renewal term, excluding standalone TASER purchases, which do not have a cap. Any additional extensions shall be subject to City Commission and Axon approval.

4. Access and Audits

The Contractor shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years after completion of this Contract. The City shall have access to such books, records, and documents as required in this section to the extent necessary to validate performance of the Agreement for the purpose of inspection or audit during normal business hours, at the Contractor's place of business.

5. Reserved

6. Insurance Requirements

6.1 Contractor agrees at its sole expense to maintain on a primary basis, non-contributory basis during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by

Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under the Contract. Any coverage maintained by the City shall apply excess of, or contingent upon the absence of, insurance required or maintained by Contractor.

6.2 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000.00 Each Occurrence, $2,000,000 Annual Aggregate. Contractor agrees its coverage shall not contain any restrictive endorsement(s) excluding or limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, Contractual Liability or Separation of Insureds.

6.3 Additional Insured Endorsement. Contractor agrees to endorse the City as an Additional Insured on the Commercial General Liability with the following, or similar endorsement providing equal or broader Additional Insured coverage, the CG 20 26 07 04, or CG 20 26 04 13, Additional Insured – Designated Person or Organization endorsement; or the CG 20 10 07 04, or CG 20 10 04 13, Additional Insured – Owners, Lessees, or Contractors endorsement, including the additional endorsement of GC 20 37 07 04, or GC 20 04 13, Additional Insured – Owners, Lessees, or Contractors Completed Operations. The name of the organization endorsed as Additional Insured for all endorsements shall read “City of Sunrise”.

6.4 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

6.5 Cybersecurity and Technology E&O Liability Insurance. Axon agrees to maintain Cybersecurity and Technology E&O Liability at a limit of liability not less than $5,000,000 Per Claim, $5,000,000 Annual Aggregate, or a $5,000,000 Combined Single Limit. For policies written on a “Claims-Made” basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non- renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, AXON agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve AXON of the obligation to provide replacement coverage.

6.6 Worker’s Compensation Insurance & Employers Liability. Contractor agrees to maintain Worker’s Compensation Insurance & Employers Liability in accordance with Florida Statutes Chapter 440.

6.7 Waiver of Subrogation. Contractor agrees by entering into Contract to a Waiver of Subrogation for each required policy herein. When required by the

insurer, or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

6.8 Certificate(s) of Insurance**.** Contractor agrees to provide City a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and Certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when a manuscript notice endorsement is available by Contractor's insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax or email within a reasonable time thereafter with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder(s) address shall read:

Original to:	Copy to:
City of Sunrise Attn: Procurement Manager Purchasing Office 10770 West Oakland Park Blvd. Sunrise, Florida 33351 purchasing@sunrisefl.gov	City of Sunrise Attn: Risk Manager Risk Management Division 10770 W. Oakland Park Blvd. Sunrise, FL 33351 riskmanagement@sunrisefl.gov

6.9 Umbrella or Excess Liability. Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

6.10 Right to Revise or Reject. City reserves the right, but not the obligation, to revise any insurance requirement upon written concurrence by Contractor, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

7. Reserved

8. Termination for Governmental Non-Appropriations

The City is a bona fide governmental entity of the State of Florida with a fiscal year ending on September 30 of each calendar year. If the City does not appropriate sufficient funds to purchase the Services or quantities required under this Contract for any of the City's fiscal years subsequent to the one in which the Contract is executed and entered into, then this Contract shall be terminated effective upon expiration of the fiscal year in which sufficient funds to continue satisfaction of the City's obligation under this Contract were last appropriated by the City and the City shall not, in this sole event be obligated to make any further purchases beyond said fiscal year. In case of such termination, City will provide written notice to Axon.

9. Termination for Cause

This Contract may be terminated by either party upon thirty (30) calendar days' written notice to the other party, should such other party fail substantially to perform in accordance with the material terms of the Contract through no fault of the party initiating the termination, provided the failure is not cured within the 30-day notice period. In the event that the Contractor is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 10 and the provisions of Section 10 shall govern.

10. Termination for Convenience

This Contract may be terminated by the City without cause upon thirty (30) days' written notice to the Contractor. In the event of such a termination without cause, the Contractor shall be compensated for all Services completed and otherwise in accordance with Exhibit "B", together with reimbursable expenses incurred. In such event, the Contractor shall promptly submit its invoice for final payment and reimbursement under the terms of this Contract to the City.

11. Indemnification

To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless the City of Sunrise, its officers, agents, volunteers, and employees from and against third-party ‐claims, damages, losses, and expenses, including reasonable attorneys' fees, court costs, or other alternative dispute resolution costs arising out of or resulting from the performance of work under this Contract (1) provided that any such claims, damages, losses or expenses are attributable to cybersecurity breach, denial of service or access, unauthorized disclosure of exempt, personal or confidential information, unauthorized destruction of City's data, or improper use, maintenance, retention or storage of City's data, and (2) are caused by the negligent acts, errors, or omissions of the Contractor, Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by Contractor or anyone for whose acts Contractor may be liable, except to the extent caused by the sole negligent acts, errors, or omissions of the

City. The aforementioned obligations are contingent upon the City promptly providing Contractor with written notice of such claim, tendering to Contractor the defense or settlement of such claim at Contractor's expense and cooperating fully with Contractor in the defense or settlement of such claim. The City of Sunrise reserves the right, but not the obligation, to participate in the defense without relieving Contractor of any obligation hereunder. Contractor agrees this indemnity obligation shall survive the completion or termination of the Contract.

12. Independent Contractor

The Contractor is an independent contractor under this Contract. Services provided by the Contractor shall be by employees of the Contractor or authorized subcontractors of the Contractor who are subject to supervision by the Contractor, and who shall not be officers, employees, or agents of the City. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to Services rendered under this Contract shall be those of the Contractor.

13. Authority to Practice

The Contractor hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

14. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

15. Governing Law/Jurisdiction/Venue

This Contract shall be construed in accordance with and governed by the law of the State of Florida. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida. Both parties hereby agree to waive a jury trial and will proceed to a trial by judge, if necessary. Except as set forth in paragraph 11, each party will be responsible for their own attorneys' fees and costs.

16. Successors and Assigns

The City and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written

consent of the City, which will not unreasonably be withheld.

17. Reserved

18. Conflict of Interest

The Contractor represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder, as provided for in Section 112.311, Florida Statutes. The Contractor further represents that no person having any such interest shall be employed for said performance.

19. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

20. Nondiscrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, sex, gender identify, sexual orientation, age, disability/handicap, religion, family or income status.

21. Public Entity Crimes

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Contract, Contractor represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

22. Modifications of Work

The parties reserve the right to make changes to the Contract, including alterations, reductions therein or additions thereto upon mutual written agreement.

23. Notice

All written notices required in this Contract shall be sent by hand delivery, overnight mail, or certified mail, return receipt requested, and if sent to the City, shall be mailed to:

Procurement Manager or designee
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

cc: City Attorney
City of Sunrise
10770 West Oakland Park Blvd.
Sunrise, FL 33351

If sent to the Contractor, shall be mailed to:
Legal
Axon Enterprise, Inc.
17800 N. 85th St.
Scottsdale, AZ 85255
With a copy to: Legal@axon.com

24. No Damages for Delay

The Contractor shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Services from any cause including, adverse weather conditions, and act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the City at Contractor's request, or by other causes which the Contractor determines may justify delay. The Contractor's sole recovery and sole remedy for any such delay shall be a reasonable extension of time and a revision to the schedule as mutually agreed upon between the Parties. However, additional costs to the Contractor or delays in the Contractor's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Contractor wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within ten (10) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether or not the Contractor is entitled to a time extension for the delay.

25. Public Records Law

The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the Contractor and this Contract are subject to the requirements in Section 119.0701,

Florida Statutes, the Contractor shall: (a) keep and maintain public records required by the City to perform the Services provided hereunder; (b) upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Contract and following completion of this Contract if the Contractor does not transfer the records to the City; and (d) upon completion of the Contract, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. If the Contractor fails to comply with the requirements in this Section 25, the City may enforce these provisions in accordance with the terms of this Contract. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

26. Entirety of Contract

The City and the Contractor agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as this Contract. Any alteration of the terms and conditions of this Contract must be contained in the Deviation Page after approval by the City Attorney and executed by the Contractor and City to be binding.

27. Discriminatory Vendor List

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

28. Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Contractor further certifies that it is not engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Contractor is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

29. Order of Precedence

In the event the terms of this Contract conflict with Axon's Quote, as attached hereto in Exhibit "A", and Axon's Master Services and Purchasing Agreement, attached hereto as Exhibit "B," the conflict shall be resolved by giving the documents the following order of priority: this Contract, Affidavit of Compliance with Foreign Entity Laws as Exhibit "C", Affidavit of Compliance with Human Trafficking Laws as Exhibit "D", Axon's Quote as Exhibit "A", and Axon's Master Services and Purchasing Agreement as Exhibit "B."

30. Compliance with Laws

Contractor and the Services must comply with all applicable federal, state, and local

laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

31. Electronic Recordkeeping

Contractor certifies their services and products meet all recordkeeping requirements of the State of Florida, including but not limited to those in Chapter 119, Florida Statutes and Rule 1B-26.003(6)(g), Florida Administrative Code.

32. E-Verify – Employment Eligibility

32.1 Contractor warrants and represents that it complies with Section 448.095, Florida Statutes, as may be amended. Contractor (1) has registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) has verified that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

32.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

32.3 City shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

32.4 If City terminates this Contract pursuant to the subsection 32.3 above, Contractor shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Contract was terminated. In the event of such Contract termination, Contractor shall also be liable for any additional costs incurred by City as a result of the termination.

33. Foreign Gifts and Contracts

Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Contractor shall disclose any current or prior interest of, any

contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Contract, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Contract.

34. Prohibited Telecommunications Equipment

Contractor represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Contract.

35. Antitrust Violations

The Contractor has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Contract, Contractor certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Contract. False certification under this paragraph or being subsequently added to that list will result in termination of this Contract at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

36. Entities of Foreign Concern

The provisions of this section apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in a foreign country of concern. On or before the Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to City under Section 23, Notices, executed Exhibit "C" Affidavit of Compliance with Foreign Entity Laws, under penalty of

perjury, to the City attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Compliance with the requirements of this section is included in the requirements of a proper invoice for purposes of Section 2. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

37. Human Trafficking

Pursuant to Section 787.06(13), Fla. Stat., nongovernmental entities contracting with the City are required to provide an affidavit attesting that the nongovernmental entity does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Contract and submitting the executed Exhibit “D” required affidavit, the Contractor represents and warrants that it does not use coercion for labor or services as provided by state law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURES FOLLOW ON ATTACHED PAGE]

IN WITNESS WHEREOF, the parties made and executed this Contract on the respective dates under each signature; the City signing by and through its Mayor, authorized to execute same by City Commission, and Contractor by its duly authorized representative.

CITY OF SUNRISE

By:_____

Michael J. Ryan, Mayor

Date: _____

AUTHENTICATION:

_____

Felicia Bravo, City Clerk

Date:_____

(SEAL)

Approved as to form and legal sufficiency for the City

By:_____

Thomas P. Moss
City Attorney

CONTRACTOR

Axon Enterprise, Inc.

_____ By:_____

Witness Print Name: _____

_____ Title:_____

Witness

Date:_____

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

Exhibit A

Q-762553-45959JB

Issued: 10/29/2025

Quote Expiration:

Estimated Contract Start Date: 12/01/2025

Account Number: 164290

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Sunrise Police Dept. - FL 10440 W Oakland Park Blvd Sunrise, FL 33351-6822 USA	Sunrise Police Dept. - FL 10770 W Oakland Park Blvd Sunrise FL 33351-6816 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Alyssa Payne Phone: 480-489-8678 Email: apayne@axon.com Fax:	Luis Castro Phone: (954) 746-3396 Email: lcastro@sunrisefl.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$3,379,740.00
ESTIMATED TOTAL W/ TAX	$3,379,740.00

Discount Summary

Average Savings Per Year	$1,059,635.47
TOTAL SAVINGS	$5,298,177.37

Payment Summary

Date	Subtotal	Tax	Total
Nov 2025	$675,948.00	$0.00	$675,948.00
Nov 2026	$675,948.00	$0.00	$675,948.00
Nov 2027	$675,948.00	$0.00	$675,948.00
Nov 2028	$675,948.00	$0.00	$675,948.00
Nov 2029	$675,948.00	$0.00	$675,948.00
Total	**$3,379,740.00**	**$0.00**	**$3,379,740.00**

Quote Unbundled Price:	**$8,250,728.27**
Quote List Price:	**$5,193,230.27**
Quote Subtotal:	**$3,379,740.00**

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									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	($134,575.99)	($134,575.99)	$0.00	($134,575.99)
BWCamTAP	Body Worn Camera TAP Bundle	13	60	$25.20	$33.80	$20.82	$16,239.60	$0.00	$16,239.60
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	60	$46.39	$62.52	$37.82	$18,153.60	$0.00	$18,153.60
M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	202	60	$632.64	$379.14	$230.37	$2,792,084.40	$0.00	$2,792,084.40
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	60	$7.86	$10.48	$6.35	$1,143.00	$0.00	$1,143.00
A la Carte Hardware									
101611	AXON VR - CONTROLLER - RIFLE VRM4R	1			$5,999.00	$0.00	$0.00	$0.00	$0.00
100401	AXON TASER 10 - CARTRIDGE - INERT	180			$1.00	$0.00	$0.00	$0.00	$0.00
100396	AXON TASER 10 - MAGAZINE - INERT RED	13			$165.00	$0.28	$3.64	$0.00	$3.64
101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2			$265.00	$265.00	$530.00	$0.00	$530.00
101522	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT SPOTLIGHT REFRESH	2			$281.00	$281.00	$562.00	$0.00	$562.00
101408	AXON FUSUS - CORE - CAD	1			$600.00	$600.00	$600.00	$0.00	$600.00
101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2			$2,800.00	$2,800.00	$5,600.00	$0.00	$5,600.00
101525	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT NGHTSNS IR REFRESH	2			$2,968.00	$2,968.00	$5,936.00	$0.00	$5,936.00
101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	3			$4,000.00	$4,000.00	$12,000.00	$0.00	$12,000.00
101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3			$4,000.00	$4,000.00	$12,000.00	$0.00	$12,000.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	12			$5,000.00	$4,375.00	$52,500.00	$0.00	$52,500.00
H00001	AB4 Camera Bundle	13			$899.00	$899.00	$11,687.00	$0.00	$11,687.00
A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	60		$89,482.76	$3,151.01	$189,060.60	$0.00	$189,060.60
A00030	AXON AIR R10 PATROL KIT BUNDLE	1	55		$8,827.48	$0.00	$0.00	$0.00	$0.00
H00003	AB4 1-Bay Dock Bundle	13			$229.00	$229.00	$2,977.00	$0.00	$2,977.00
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	60		$27.12	$27.12	$21,153.60	$0.00	$21,153.60
101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	4	60		$414.17	$414.17	$99,400.80	$0.00	$99,400.80
101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	375	55		$15.06	$3,648.00	$200,640.00	$0.00	$200,640.00
BasicLicense	Basic License Bundle	13	60		$16.27	$16.25	$12,675.00	$0.00	$12,675.00
ProLicense	Pro License Bundle	18	60		$48.82	$48.75	$52,650.00	$0.00	$52,650.00
A la Carte Services									
101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2			$35,250.00	$0.00	$0.00	$0.00	$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$6,719.75	$6,719.75	$0.00	$6,719.75
A la Carte Warranties									
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	10	49		$4.56	$0.00	$0.00	$0.00	$0.00
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	192	60		$4.64	$0.00	$0.00	$0.00	$0.00
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	47		$31.79	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		$0.00	$0.00	$0.00	$0.00	$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	12	49		$0.00	$0.00	$0.00	$0.00	$0.00
Total							**$3,379,740.00**	**$0.00**	**$3,379,740.00**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	13	1	11/01/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	13	1	11/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	13	1	11/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	15	1	11/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	15	1	11/01/2025
BUNDLE - AXON AIR DFR SINGLE DOCK	101736	AXON AIR - SKYDIO X10 DOCK HW KIT	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100126	AXON VR - TACTICAL BAG	9	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	6	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	202	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	8	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	4040	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	2020	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100591	AXON TASER - CLEANING KIT	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	187	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	15	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	9	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	9	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	5	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	3	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101294	AXON VR - TABLET	9	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101300	AXON VR - TABLET CASE	9	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	4	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101747	AXON AIR - SKYDIO DOCK-BASED DFR FOR OSP HW KIT	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101751	AXON VR - HEADSET - HTC FOCUS VISION	9	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	6	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	202	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	9	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102050	AXON DEDRONEBEYOND RADAR LRR HW KIT (US)	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102054	AXON DEDRONERAPIDRESPONSE RF PLUS OPTICAL	1	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	202	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	41	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	3	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	3	1	11/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	1	11/01/2025
A la Carte	100401	AXON TASER 10 - CARTRIDGE - INERT	180	1	11/01/2025
A la Carte	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	1	11/01/2025
A la Carte	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3	1	11/01/2025
A la Carte	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2	1	11/01/2025
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	12	1	11/01/2025
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	11/01/2025
A la Carte	101522	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT SPOTLIGHT REFRESH	2	1	11/01/2025
A la Carte	101525	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT NGHTSNS IR REFRESH	2	1	11/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101886	SIGNAL SENSOR	202	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101889	AXON SIGNAL - BATTERY - CR2032	202	1	01/01/2026
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	1	01/15/2026
AXON AIR R10 PATROL KIT BUNDLE	102471	AXON AIR - SKYDIO R10 PATROL HW KIT	1	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	610	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1620	1	11/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	610	1	11/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1620	1	11/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	8	1	05/01/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	3	1	05/01/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	13	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	9	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	9	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	9	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	9	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	208	1	05/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	202	1	05/01/2028
BUNDLE - AXON AIR DFR SINGLE DOCK	102273	AXON AIR - SKYDIO SAFE - DOCK OPS BUNDLE - PHASE 1	1	1	06/01/2028
A la Carte	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	3	1	06/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	600	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1610	1	11/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	610	1	11/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	1620	1	11/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	13	12/01/2025	11/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	13	12/01/2025	11/30/2030
BUNDLE - AXON AIR DFR SINGLE DOCK	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	12/01/2025	11/30/2030
BUNDLE - AXON AIR DFR SINGLE DOCK	101199	AXON AIR - SKYDIO DFR COMMAND	1	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	3	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100590	AXON MY90 - LICENSE	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100801	AXON RECORDS - OSP LICENSE	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101878	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR OSP X10 DOCK	1	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101879	AXON AIR - SKYDIO DFR COMMAND FOR OSP	1	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR	2	12/01/2025	11/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		SOFTWARE HOSTED			
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102207	AXON DEDRONE BEYOND RADAR - LONG RANGE SOFTWARE	1	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	2	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20370	AXON VR - USER ACCESS - FULL VR	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73618	AXON COMMUNITY REQUEST	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73638	AXON STANDARDS - LICENSE	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	202	12/01/2025	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	12/01/2025	11/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	54	12/01/2025	11/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	18	12/01/2025	11/30/2030
A la Carte	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	4	12/01/2025	11/30/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	12/01/2025	11/30/2030
AXON AIR R10 PATROL KIT BUNDLE	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	1	05/01/2026	11/30/2030
AXON AIR R10 PATROL KIT BUNDLE	102467	AXON AIR - SKYDIO R10 SUBSCRIPTION PLAN	1	05/01/2026	11/30/2030
A la Carte	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	375	05/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101706	AXON FUSUS - LICENSE - PRO+ USER	202	06/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	225	06/01/2026	11/30/2030

Services

Bundle	Item	Description	QTY
AXON AIR R10 PATROL KIT BUNDLE	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - AXON AIR DFR SINGLE DOCK	101620	AXON AIR - SKYDIO - MAINTENANCE AND REPAIR FOR X10 DOCK	1
BUNDLE - AXON AIR DFR SINGLE DOCK	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	202
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	13
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	202
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101743	AXON AIR - SKYDIO REGULATORY SUPPORT - AXON OSP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101781	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO+	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	202
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
A la Carte	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	8	12/01/2025	11/30/2030
BUNDLE - AXON AIR DFR SINGLE DOCK	101508	AXON AIR - SKYDIO - CARE FOR X10 CELLULAR 5G + VT300-Z 3YR	1		
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	202	12/01/2025	11/30/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	6	12/01/2025	11/30/2030
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	192	12/01/2025	11/30/2030
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	3	11/01/2026	11/30/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	13	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100197	AXON VR - EXT WARRANTY - HEADSET	9	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	9	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	202	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	6	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	9	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	9	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	102228	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	3	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	202	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	41	11/01/2026	11/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	11/01/2026	11/30/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	11/01/2026	11/30/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	12	11/01/2026	11/30/2030
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	10	11/01/2026	11/30/2030
A la Carte	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	01/15/2027	11/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	10440 W Oakland Park Blvd	Sunrise	FL	33351-6822	USA
1	10440 W Oakland Park Blvd	Sunrise	FL	33351-6822	USA

Payment Details

Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($134,575.99)	$0.00	($134,575.99)
Year 1	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.84	$0.00	$0.84
Year 1	100401	AXON TASER 10 - CARTRIDGE - INERT	180	$0.00	$0.00	$0.00
Year 1	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	$122.24	$0.00	$122.24
Year 1	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3	$2,767.62	$0.00	$2,767.62
Year 1	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2	$1,291.56	$0.00	$1,291.56
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	12	$12,108.33	$0.00	$12,108.33
Year 1	101408	AXON FUSUS - CORE - CAD	1	$138.38	$0.00	$138.38
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	12	$0.00	$0.00	$0.00
Year 1	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	$0.00	$0.00	$0.00
Year 1	101522	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT SPOTLIGHT REFRESH	2	$129.62	$0.00	$129.62
Year 1	101525	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT NGHTSNS IR REFRESH	2	$1,369.05	$0.00	$1,369.05
Year 1	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	3	$2,767.62	$0.00	$2,767.62
Year 1	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	$0.00	$0.00	$0.00
Year 1	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	375	$46,274.59	$0.00	$46,274.59
Year 1	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	4	$22,925.30	$0.00	$22,925.30
Year 1	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$0.00	$0.00	$0.00
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	$4,878.76	$0.00	$4,878.76
Year 1	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	10	$0.00	$0.00	$0.00
Year 1	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	192	$0.00	$0.00	$0.00
Year 1	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,549.81	$0.00	$1,549.81
Year 1	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	$43,603.98	$0.00	$43,603.98
Year 1	A00030	AXON AIR R10 PATROL KIT BUNDLE	1	$0.00	$0.00	$0.00
Year 1	BasicLicense	Basic License Bundle	13	$2,923.30	$0.00	$2,923.30
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$4,186.85	$0.00	$4,186.85
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$263.61	$0.00	$263.61
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	13	$3,745.42	$0.00	$3,745.42
Year 1	H00001	AB4 Camera Bundle	13	$2,695.43	$0.00	$2,695.43
Year 1	H00003	AB4 1-Bay Dock Bundle	13	$686.60	$0.00	$686.60
Year 1	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	202	$643,952.15	$0.00	$643,952.15
Year 1	ProLicense	Pro License Bundle	18	$12,142.93	$0.00	$12,142.93
Total				**$675,948.00**	**$0.00**	**$675,948.00**

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.70	$0.00	$0.70
Year 2	100401	AXON TASER 10 - CARTRIDGE - INERT	180	$0.00	$0.00	$0.00

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	$101.94	$0.00	$101.94
Year 2	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3	$2,308.10	$0.00	$2,308.10
Year 2	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2	$1,077.11	$0.00	$1,077.11
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	12	$10,097.92	$0.00	$10,097.92
Year 2	101408	AXON FUSUS - CORE - CAD	1	$115.40	$0.00	$115.40
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	12	$0.00	$0.00	$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 2	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	$0.00	$0.00	$0.00
Year 2	101522	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT SPOTLIGHT REFRESH	2	$108.10	$0.00	$108.10
Year 2	101525	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT NGHTSNS IR REFRESH	2	$1,141.74	$0.00	$1,141.74
Year 2	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	3	$2,308.10	$0.00	$2,308.10
Year 2	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	$0.00	$0.00	$0.00
Year 2	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	375	$38,591.35	$0.00	$38,591.35
Year 2	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	4	$19,118.88	$0.00	$19,118.88
Year 2	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$0.00	$0.00	$0.00
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	$4,068.71	$0.00	$4,068.71
Year 2	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	10	$0.00	$0.00	$0.00
Year 2	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	192	$0.00	$0.00	$0.00
Year 2	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,292.49	$0.00	$1,292.49
Year 2	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	$36,364.15	$0.00	$36,364.15
Year 2	A00030	AXON AIR R10 PATROL KIT BUNDLE	1	$0.00	$0.00	$0.00
Year 2	BasicLicense	Basic License Bundle	13	$2,437.93	$0.00	$2,437.93
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,491.68	$0.00	$3,491.68
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$219.84	$0.00	$219.84
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	13	$3,123.54	$0.00	$3,123.54
Year 2	H00001	AB4 Camera Bundle	13	$2,247.89	$0.00	$2,247.89
Year 2	H00003	AB4 1-Bay Dock Bundle	13	$572.60	$0.00	$572.60
Year 2	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	202	$537,033.06	$0.00	$537,033.06
Year 2	ProLicense	Pro License Bundle	18	$10,126.77	$0.00	$10,126.77
Total				**$675,948.00**	**$0.00**	**$675,948.00**

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.70	$0.00	$0.70
Year 3	100401	AXON TASER 10 - CARTRIDGE - INERT	180	$0.00	$0.00	$0.00
Year 3	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	$101.94	$0.00	$101.94
Year 3	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3	$2,308.10	$0.00	$2,308.10
Year 3	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2	$1,077.11	$0.00	$1,077.11
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	12	$10,097.92	$0.00	$10,097.92
Year 3	101408	AXON FUSUS - CORE - CAD	1	$115.40	$0.00	$115.40
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	12	$0.00	$0.00	$0.00
Year 3	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	$0.00	$0.00	$0.00
Year 3	101522	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT SPOTLIGHT REFRESH	2	$108.10	$0.00	$108.10
Year 3	101525	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT NGHTSNS IR REFRESH	2	$1,141.74	$0.00	$1,141.74
Year 3	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	3	$2,308.10	$0.00	$2,308.10
Year 3	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	$0.00	$0.00	$0.00
Year 3	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	375	$38,591.35	$0.00	$38,591.35
Year 3	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	4	$19,118.88	$0.00	$19,118.88
Year 3	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$0.00	$0.00	$0.00
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	$4,068.71	$0.00	$4,068.71
Year 3	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	10	$0.00	$0.00	$0.00

Nov 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	192	$0.00	$0.00	$0.00
Year 3	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,292.49	$0.00	$1,292.49
Year 3	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	$36,364.15	$0.00	$36,364.15
Year 3	A00030	AXON AIR R10 PATROL KIT BUNDLE	1	$0.00	$0.00	$0.00
Year 3	BasicLicense	Basic License Bundle	13	$2,437.93	$0.00	$2,437.93
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,491.68	$0.00	$3,491.68
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$219.84	$0.00	$219.84
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	13	$3,123.54	$0.00	$3,123.54
Year 3	H00001	AB4 Camera Bundle	13	$2,247.89	$0.00	$2,247.89
Year 3	H00003	AB4 1-Bay Dock Bundle	13	$572.60	$0.00	$572.60
Year 3	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	202	$537,033.06	$0.00	$537,033.06
Year 3	ProLicense	Pro License Bundle	18	$10,126.77	$0.00	$10,126.77
Total				**$675,948.00**	**$0.00**	**$675,948.00**

Nov 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.70	$0.00	$0.70
Year 4	100401	AXON TASER 10 - CARTRIDGE - INERT	180	$0.00	$0.00	$0.00
Year 4	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	$101.94	$0.00	$101.94
Year 4	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3	$2,308.10	$0.00	$2,308.10
Year 4	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2	$1,077.11	$0.00	$1,077.11
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	12	$10,097.92	$0.00	$10,097.92
Year 4	101408	AXON FUSUS - CORE - CAD	1	$115.40	$0.00	$115.40
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	12	$0.00	$0.00	$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 4	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	$0.00	$0.00	$0.00
Year 4	101522	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT SPOTLIGHT REFRESH	2	$108.10	$0.00	$108.10
Year 4	101525	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT NGHTSNS IR REFRESH	2	$1,141.74	$0.00	$1,141.74
Year 4	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	3	$2,308.10	$0.00	$2,308.10
Year 4	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	$0.00	$0.00	$0.00
Year 4	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	375	$38,591.35	$0.00	$38,591.35
Year 4	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	4	$19,118.88	$0.00	$19,118.88
Year 4	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$0.00	$0.00	$0.00
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	$4,068.71	$0.00	$4,068.71
Year 4	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	10	$0.00	$0.00	$0.00
Year 4	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	192	$0.00	$0.00	$0.00
Year 4	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,292.49	$0.00	$1,292.49
Year 4	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	$36,364.15	$0.00	$36,364.15
Year 4	A00030	AXON AIR R10 PATROL KIT BUNDLE	1	$0.00	$0.00	$0.00
Year 4	BasicLicense	Basic License Bundle	13	$2,437.93	$0.00	$2,437.93
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,491.68	$0.00	$3,491.68
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$219.84	$0.00	$219.84
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	13	$3,123.54	$0.00	$3,123.54
Year 4	H00001	AB4 Camera Bundle	13	$2,247.89	$0.00	$2,247.89
Year 4	H00003	AB4 1-Bay Dock Bundle	13	$572.60	$0.00	$572.60
Year 4	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	202	$537,033.06	$0.00	$537,033.06
Year 4	ProLicense	Pro License Bundle	18	$10,126.77	$0.00	$10,126.77
Total				**$675,948.00**	**$0.00**	**$675,948.00**

Nov 2029						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	100396	AXON TASER 10 - MAGAZINE - INERT RED	13	$0.70	$0.00	$0.70
Year 5	100401	AXON TASER 10 - CARTRIDGE - INERT	180	$0.00	$0.00	$0.00
Year 5	101229	AXON AIR - SKYDIO SPOTLIGHT FOR X10	2	$101.94	$0.00	$101.94
Year 5	101250	AXON AIR - SKYDIO PARACHUTE FOR X10	3	$2,308.10	$0.00	$2,308.10
Year 5	101261	AXON AIR - SKYDIO NIGHTSENSE IR FILTER FOR X10	2	$1,077.11	$0.00	$1,077.11
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	12	$10,097.92	$0.00	$10,097.92
Year 5	101408	AXON FUSUS - CORE - CAD	1	$115.40	$0.00	$115.40
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	12	$0.00	$0.00	$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	$0.00	$0.00	$0.00
Year 5	101499	AXON AIR - SKYDIO - DEPLOYMENT - DOCK FOR X10	2	$0.00	$0.00	$0.00
Year 5	101522	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT SPOTLIGHT REFRESH	2	$108.10	$0.00	$108.10
Year 5	101525	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT NGHTSNS IR REFRESH	2	$1,141.74	$0.00	$1,141.74
Year 5	101526	AXON AIR - SKYDIO - ASSURED FUTURE EQPMNT PARACHUTE REFRESH	3	$2,308.10	$0.00	$2,308.10
Year 5	101611	AXON VR - CONTROLLER - RIFLE VRM4R	1	$0.00	$0.00	$0.00
Year 5	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	375	$38,591.35	$0.00	$38,591.35
Year 5	101967	AXON AIR - SKYDIO BASIC PATROL SW KIT	4	$19,118.88	$0.00	$19,118.88
Year 5	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	1	$0.00	$0.00	$0.00
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	$4,068.71	$0.00	$4,068.71
Year 5	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	192	$0.00	$0.00	$0.00
Year 5	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	10	$0.00	$0.00	$0.00
Year 5	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$1,292.49	$0.00	$1,292.49
Year 5	A00008	BUNDLE - AXON AIR DFR SINGLE DOCK	1	$36,364.15	$0.00	$36,364.15
Year 5	A00030	AXON AIR R10 PATROL KIT BUNDLE	1	$0.00	$0.00	$0.00
Year 5	BasicLicense	Basic License Bundle	13	$2,437.93	$0.00	$2,437.93
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	8	$3,491.68	$0.00	$3,491.68
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	3	$219.84	$0.00	$219.84
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	13	$3,123.54	$0.00	$3,123.54
Year 5	H00001	AB4 Camera Bundle	13	$2,247.89	$0.00	$2,247.89
Year 5	H00003	AB4 1-Bay Dock Bundle	13	$572.60	$0.00	$572.60
Year 5	M00035	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	202	$537,033.06	$0.00	$537,033.06
Year 5	ProLicense	Pro License Bundle	18	$10,126.77	$0.00	$10,126.77
Total				**$675,948.00**	**$0.00**	**$675,948.00**

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.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-341661, Q-470107, Q-500962, Q-525129, Q-635526,

Agency is terminating those contracts effective 12/1/2025. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -$134,575.99



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

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

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

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

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

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

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 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 by 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 for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

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

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

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

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt , respectively, from the date of Customer's receipt. Used conducted

energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

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

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

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

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

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

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

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. RESERVED.

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

Agreement by reference.

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

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

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

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

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

    18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind

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

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

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

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

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

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

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

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

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

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, the Statutory Terms Appendix, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1.1. “Data Controller” means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.1.2. “Data Processor” means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

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

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

   1.1.5. “End User” means the natural person subject to Customer’s authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

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

   1.1.7. "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.

   1.1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.1.9. “Subprocessor” means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

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

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

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

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

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

    5.1.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

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

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

9. **Third-Party Unlimited Storage**. For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

10. **Location of Storage**. Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.

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

12. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

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

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

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

    14.3. In the event Customer 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 Customer.

15. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    15.1.1. , The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription Term**")

    15.1.2. 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.

    15.1.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    15.1.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

16. **Axon Cloud Services Restrictions**. Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    16.1.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    16.1.2. 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;

    16.1.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    16.1.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

16.1.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.1.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

16.1.7. 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

16.1.8. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

16.1.9. **Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

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

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

19. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

20. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

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

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

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

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[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.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

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

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon 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 Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer'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

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer 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 Customer 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
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer'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 Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
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.

6. **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 Customer 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 Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **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.

12. **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 Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer 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 Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer 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, Customer 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 Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (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 seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

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

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer 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. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty**.
   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
   3.2. **Single User Warranty**. If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.3. **Pooled User Warranty**. If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.4. **Training User Devices**. If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
   3.5. **CEW Cartridges**. Used CEW cartridges are deemed to have operated properly.
   3.6. **Miscellaneous**. The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
   3.7. **Registration**. Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.

7. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.

8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.

11. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

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

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Respond Appendix

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

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

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

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

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

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

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

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

Add-on Services Appendix

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

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.

1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

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

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

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

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; 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 Media or any copies of Virtual Reality Media.

4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

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

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

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

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

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

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

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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 Customer 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 Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer 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, Customer 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 Customer 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**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer 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. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **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 Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer 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 Customer. If Customer 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 Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer 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 Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be 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.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer 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.

Axon Event Offer Appendix

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

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

FUSUS Appendix

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer**. Customer 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 Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer 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 Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions.

1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities.

3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. Customer Responsibilities.

4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. Policy Chat. This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. Auto-Transcribe. This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

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 Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer'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 customer support activities. My90 Non-Content Data does not include My90 Customer 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 Customer 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 Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer 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 all future purchases, that agreement shall govern.

3. IP address. Axon will not store survey respondents' IP address.

4. Customer Owns My90 Customer Content. Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer 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 Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer 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 Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer 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 Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer 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 Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, 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.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer'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 Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer 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 Customer 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 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer 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. Customer 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 Customer 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 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Customer is responsible for:

    18.1. Ensuring My90 Customer 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 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notify Axon if My90 Customer 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 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer 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 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

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

    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer 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 Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer 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 customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer 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 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.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer 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. Customer 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 Customer 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 Customer 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 Customer use. Customer 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 Customer 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) Customer; (2) other Axon Customer; (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 Customer stakeholders, market the partnership to the public, and facilitate training.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting

documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

Exhibit C

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)

2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)

3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)

4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)

5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)

6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)

7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

8. (*Only applicable if purchasing real property*) Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)

9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Arizona at Large (Seal)

Print Name: _____ My commission expires: _____

Exhibit D

AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (14), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Sunrise.

2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.

4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.

5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

Date: _____
Entity: _____
Signature: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of_____, 20___, by _____, as _____ of _____.

_____

(SEAL) Signature of Notary Public – State of Arizona

_____

Print, type of stamp commissioned name of Notary Public

Personally Known OR Produced Identification
Type of Identification Produced _____