

CR S3421.0



Master Services and Purchasing Agreement between Axon and Agency

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

1 **Definitions**

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

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

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

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

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

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

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

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

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

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

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



Master Services and Purchasing Agreement between Axon and Agency

7 Warranty

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

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

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

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

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

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

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

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

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



Master Services and Purchasing Agreement between Axon and Agency

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



Master Services and Purchasing Agreement between Axon and Agency

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

19 General

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

19.2 Independent Contractors The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

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

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

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

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

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

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

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

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

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


Axon: Axon Enterprise, Inc	Agency
Attn: Legal	Attn:
17800 N 85th Street	Street Address
Scottsdale, Arizona 85255	City, State, Zip
legal@axon.com	Email

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

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

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

Axon Enterprise, Inc

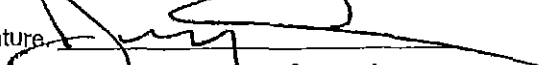
Signature 

Name Robert E. Driscoll, Jr.

Title VP, Assoc General Counsel

Date 9/9/2021

Agency

Signature 

Name Jerrey L. Clayford

Title SHERIFF

Date _____

WASHTENAW COUNTY



09/15/2021

Gregory Dill
County Administrator

ATTESTED TO


Signed by Deputy E Golembiewski for L. 09/15/2021

Lawrence Kestenbaum
County Clerk/Register

APPROVED AS TO FORM

 09/15/2021

Michelle K. Billard
OFFICE OF CORPORATION COUNSEL



Master Services and Purchasing Agreement

Axon Cloud Services Terms of Use Appendix

1 **Definitions**

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

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

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

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

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

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

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

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

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

Title: Master Services and Purchasing Agreement between Axon and Agency



Master Services and Purchasing Agreement

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

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

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

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement
- 11 **Axon Cloud Services Warranty** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services
- 12 **Axon Records** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis

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



Master Services and Purchasing Agreement

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

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

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

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



Master Services and Purchasing Agreement

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



Master Services and Purchasing Agreement

Axon Customer Experience Improvement Program Appendix

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

1.1 ACEIP Tier 1

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

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

Title: Master Services and Purchasing Agreement between Axon and Agency

Department: Legal

Version: 12.0

Release Date: 12/18/2020

Page 10 of 23



Master Services and Purchasing Agreement

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

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

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

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



Master Services and Purchasing Agreement

Professional Services Appendix

1 **Utilization of Services** Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date

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

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • 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 practice 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
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

3 **Body-Worn Camera Starter Service (BWC Starter)** BWC Starter includes advance remote project planning and configuration support and one day of on-site services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which services are appropriate. If Agency requires more than 1 day of on-site services, Agency must purchase additional on-site services. The BWC Starter options include:



Master Services and Purchasing Agreement

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for Agency's In-house Instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

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

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

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need • Troubleshoot IT Issues with Axon Evidence • Register users and assign roles in Axon Evidence • For the CEW Full Service Package On-site assistance included • For the CEW Starter Package Virtual assistance included
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager) Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • 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
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs • For the CEW Full Service Package Training for up to 3 individuals at Agency • For the CEW Starter Package Training for up to 1 individual at Agency



Master Services and Purchasing Agreement

<p>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</p>
<p>Post go-live review For the CEW Full Service Package On-site assistance included For the CEW Starter Package Virtual assistance included</p>

6 Smart Weapon Transition Service The Smart Weapon Transition Service Includes

<p>Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models</p>
<p>Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters Axon will provide Agency with a Certificate of Destruction</p>

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

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

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

8 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.

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

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

11 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 Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.



Master Services and Purchasing Agreement

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



Master Services and Purchasing Agreement

Technology Assurance Plan Appendix

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

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



Master Services and Purchasing Agreement

TASER 7 Appendix

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

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

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

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



Master Services and Purchasing Agreement

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



Master Services and Purchasing Agreement

Axon Auto-Tagging Appendix

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



Master Services and Purchasing Agreement

Axon Fleet Appendix

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



Master Services and Purchasing Agreement

remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software

- 6 **Axon Fleet Upgrade** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("Fleet Upgrade") as schedule on the Quote

If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

- 7 **Privacy**. Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

- 8 **Axon Fleet Termination**. Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

8.1 Axon Fleet subscription coverage terminates, and no refunds will be given.

8.2 Axon will not and has no obligation to provide the Axon Fleet Upgrade.

8.3 Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



Master Services and Purchasing Agreement

Axon Respond Appendix

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

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

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

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

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

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

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

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

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

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



Master Services and Purchasing Agreement

Add-on Services Appendix

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

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

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

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

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

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

Q-327131-44406.898BM
 Issued: 07/29/2021
 Quote Expiration 09/30/2021
 Account Number: 163211
 Payment Terms N30
 Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
 17800 N 85th St
 Scottsdale, Arizona 85255
 United States
 VAT 86-0741227
 Domestic: (800) 978-2737
 International +1 800 978.2737



SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Business, Delivery, Invoice-2201 Hogback Rd 2201 Hogback Rd Ann Arbor, MI 48105-9732 USA	Washtenaw County Sheriff's Office - MI 2201 Hogback Rd Ann Arbor, MI 48105-9732 USA Email 38-6004894	Brian Moutinho Phone: +1 9168062275 Email b.moutinho@axon.com Fax	Phone: (734) 971-8400 Email hansemm@washtenaw.org Fax (734) 973-4624

Program Length	60 Months
TOTAL COST	\$322,645.08
ESTIMATED TOTAL W/ TAX	\$1,613,225.42

Program Length	60 Months
TOTAL COST	\$2,693,949.88
ESTIMATED TOTAL W/ TAX	\$2,693,949.88

PAYMENT PLAN: 5 Year Default		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	\$499,949.91
Year 2	Sep, 2022	\$548,500.00
Year 3	Sep, 2023	\$548,500.00
Year 4	Sep, 2024	\$548,500.00
Year 5	Sep, 2025	\$548,500.00

PAYMENT PLAN: Professional Services		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Sep, 2021	\$0.00

Q-327131-44406 888BM

Quote Details

Individual Items USD			
Category	Item	Description	Requested Ship Date
Other	73638	STANDARDS ACCESS LICENSE	
Other	73893	STANDARDS LICENSE, NON-SWORN	
Other	73897	STANDARDS SERVICE, PREMIUM	
Other	11609	SMART WEAPON TRANSITION SERVICE	
Other	11610	SMART WEAPON TRANSITION SERVICE, 1 DAY ADD-ON	
Other	85144	AXON STARTER	
Other	85014	AXON 1-DAY SERVICE	
Other	50039	AXON CLIENT SW (EACH CLIENT AND TOUCH PANEL) MAINTENANCE	
Other	50045	INTERVIEW ROOM UNLIMITED EVIDENCE COM STORAGE LICENSE	
Other	50043	AXON STREAMING SERVER MAINTENANCE (PER SERVER)	
Other	20370	FULL VR TASER 7 ADD-ON USER ACCESS	

Bundle: Pro License Bundle Quantity: 10 Start: 10/1/2021 End: 9/30/2026 Total: 0 USD			
Category	Item	Description	Requested Ship Date
E com License	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	

Bundle: Basic License Bundle Quantity: 15 Start: 10/1/2021 End: 9/30/2026 Total: 0 USD			
Category	Item	Description	Requested Ship Date
E com License	73840	EVIDENCE.COM BASIC LICENSE	
A La Carte Storage	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	

Bundle: AB3 Camera Bundle Quantity: 3 Start: 10/1/2021 End: 9/30/2026 Total: 0 USD			
Category	Item	Description	Requested Ship Date
Camera	73202	AXON BODY 3 - NA10	10/01/2021
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/01/2021
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/01/2021

Bundle: Fleet 3 Basic Renewal Quantity: 60 Start: 10/1/2021 End: 9/30/2026 Total: 191520 USD			
Category	Item	Description	Requested Ship Date

Q-327131-44406 898BM

Storage	80410	FLEET, EVIDENCE LICENSE, 1 CAMERA STORAGE, LICENSE	
E.com License	80400	FLEET, VEHICLE LICENSE, LICENSE	
Camera Warranty	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10/01/2021
Vehicle Installation	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	
Spare Camera Warranty	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	10/01/2021

Bundle: 2021 - OFFICER SAFETY PLAN 7 PLUS (Formerly SKU 73811) Quantity: 200 Start: 10/1/2021 End: 9/30/2026 Total: 2272626.63 USD

Category	Item	Description	Requested Ship Date
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	10/01/2021
HALT Suit	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	10/01/2021
Handle License	20248	TASER 7 EVIDENCE COM LICENSE	
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3 5-DEGREE) NS	10/01/2021
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/01/2021
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10/01/2021
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3 5-DEGREE) NS	10/01/2021
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/01/2021
Admin License	20248	TASER 7 EVIDENCE COM LICENSE	
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	10/01/2021
Spare Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10/01/2021
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN X 7.5 IN, TASER 7	10/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3 5-DEGREE) NS	10/01/2021
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3 5-DEGREE) NS	10/01/2022
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3 5-DEGREE) NS	10/01/2023
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3 5-DEGREE) NS	10/01/2024
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3 5-DEGREE) NS	10/01/2025
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/01/2021
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/01/2022
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/01/2023
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/01/2024
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10/01/2025
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	10/01/2021
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Master Instructor Course Vouchers	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10/01/2021
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	10/01/2023
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	10/01/2021

Training Half Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUARTNS	10/01/2023
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Instructor Course Vouchers	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	
Docks	74200	TASER 7 6-BAY DOCK AND CORE	10/01/2021
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE COM DOCK	10/01/2021
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10/01/2021
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	10/01/2021
E com License	73746	PROFESSIONAL EVIDENCE COM LICENSE (Formerly SKU 73746)	
Viewer License	73687	EVIDENCE COM VIEWER LICENSE	
Device Storage	73686	EVIDENCE COM UNLIMITED AXON DEVICE STORAGE	
A La Carte Storage	73683	10 GB EVIDENCE COM A-LA-CART STORAGE	
Respond Plus	73680	RESPOND DEVICE PLUS LICENSE	
Records	73681	AXON RECORDS FULL	
Citizen	73618	CITIZEN FOR COMMUNITIES USER LICENSE	
Redaction	73478	REDACTION ASSISTANT USER LICENSE	
Auto Tagging	73682	AUTO TAGGING LICENSE	
Performance	73739	PERFORMANCE LICENSE	
3rd Party Video	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	
E com Channel	80190	Evidence com Channel Services	
Auto Tagging Implementation	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	
Signal Sidearm Kit	75015	SIGNAL SIDEARM KIT	10/01/2021
Signal Sidearm Batteries	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	10/01/2021
Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/01/2021
Camera Refresh 1 with Spares	73309	AXON CAMERA REFRESH ONE	04/01/2024
Camera Refresh 2 with Spares	73310	AXON CAMERA REFRESH TWO	10/01/2026
Warranty	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10/01/2021
Multi-bay Dock Refresh 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	04/01/2024
Multi-bay Dock Refresh 2	73688	MULTI-BAY BWC DOCK 2ND REFRESH	10/01/2026
Warranty	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	10/01/2021
Single-bay Dock Refresh 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	04/01/2024
Single-bay Dock Refresh 2	73314	1-BAY DOCK AXON CAMERA REFRESH TWO	10/01/2026
Inactive Channel	80223	INACTIVE CHANNEL LICENSE	
Spare Camera Warranty	80464	EXT WARRANTY, CAMERA (TAP)	10/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	10/01/2021
Other	80395	EXT WARRANTY, TASER 7 HANDLE	10/01/2021
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	10/01/2021
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	10/01/2021

Bundle: VR Controller Kit				Quantity: 2	Start:	End:	Total: 0 USD
Category	Item	Description	Requested Ship Date				
Controller Case	20188	VR CONTROLLER KIT PELICAN CASE	10/01/2021				
Controller	20298	VR-ENABLED GLOCK 17 CONTROLLER	10/01/2021				
Tablet	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	10/01/2021				
Tablet Case	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	10/01/2021				
Standoff Cartridges	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	10/01/2021				
CQ Cartridges	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	10/01/2021				

Bundle: Dynamic Bundle				Quantity: 8	Start: 10/1/2021	End: 9/30/2026	Total: 0 USD
Category	Item	Description	Requested Ship Date				
Other	20289	HTC FOCUS + VR HEADSET	10/01/2021				

Bundle: 2021 T7 Dock				Quantity: 3	Start: 10/1/2021	End: 9/30/2026	Total: 0 USD
Category	Item	Description	Requested Ship Date				
Dock Options	74200	TASER 7 6-BAY DOCK AND CORE	10/01/2021				
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10/01/2021				
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	10/01/2021				

Bundle: 2021 T7 Dock				Quantity: 11	Start: 10/1/2021	End: 9/30/2026	Total: 8569.88 USD
Category	Item	Description	Requested Ship Date				
Dock Options	74201	TASER 7 SINGLE BAY DOCK + CORE	10/01/2021				
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10/01/2021				
Other	80387	EXT WARRANTY, TASER 7 SINGLE BAY DOCK	10/01/2021				

Bundle: AB3 Camera Bundle				Quantity: 197	Start: 10/1/2021	End: 9/30/2026	Total: 0 USD
Category	Item	Description	Requested Ship Date				
Camera	73202	AXON BODY 3 - NA10	10/01/2021				
Spare Camera	73202	AXON BODY 3 - NA10	10/01/2021				
Camera Mount	74028	WING CLIP MOUNT, AXON RAPIDLOCK	10/01/2021				
USB	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	10/01/2021				

Bundle: AB3 Multi Bay Dock Bundle				Quantity: 25	Start: 10/1/2021	End: 9/30/2026	Total: 0 USD
Category	Item	Description	Requested Ship Date				

Q-327131-44406 898EM

Dock	74210	AXON BODY 3 - 8 BAY DOCK	10/01/2021
Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10/01/2021

Bundle: AB3 1-Bay Dock Bundle			
Quantity:	1	Start: 10/11/2021	End: 9/30/2026
		Total: 0 USD	
Category	Item	Description	Requested Ship Date
Dock	74211	AXON BODY 3 - 1 BAY DOCK	10/01/2021
Power Cord	71104	NORTH AMER POWER CORD FOR AB3 1-BAY DOCK	10/01/2021

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

Standard Terms and Conditions

Axon Enterprise Inc Sales Terms and Conditions

Axon Master Services and Purchasing Agreement

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

ACEIP

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

Acceptance of Terms

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

Q-327131-44406 898BM

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc ("AXON"), and Washtenaw County Sheriff's Office - MI the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form") AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON

Local Computer

AGENCY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc) are made prior to the installation, configuration and testing of the aforementioned deliverables

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon. Evidence.com to the extent necessary to perform Work pursuant of this SOW

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are not considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

if a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may result in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each component, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warranted by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

**STATEMENT OF WORK FOR
THE IMPLEMENTATION OF
AXON STANDARDS FOR
WASHTENAW COUNTY
SHERIFF'S OFFICE ("SOW")**

Submitted By:
Axon Enterprise, Inc. (Axon)
17800 North 85th Street
Scottsdale, AZ 85255



TABLE OF CONTENTS

1. PROJECT OVERVIEW: 1

 1.1 SOFTWARE 1

 1.2 DEFINITIONS 1

 1.3 OUT OF PROJECT SCOPE 2

2. PROFESSIONAL SERVICES: 3

 2.1 GENERAL 3

 2.2 DATASTORE 3

 2.3 DATA CONVERSION 3

 2.4 READINESS 3

 2.5 TRAINING 4

 2.6 GO-LIVE 4

AXON WILL CHOREOGRAPH AND ORCHESTRATE
THE GO-LIVE EVENT 3. PROJECT MANAGEMENT: 5

 3.1 MANAGEMENT RESOURCES 5

 3.2 REQUIREMENTS PLANNING 5

 3.3 CHANGE CONTROL 5

 3.4 MILESTONE COMPLETION REPORT ("MCR") 5

4. AGENCY COMMITMENTS: 6

5. SUPPORT: 7

6. TERMS AND CONDITIONS: 8

ATTACHMENT A - MILESTONE COMPLETION
REPORT TEMPLATE 9

ATTACHMENT B - PROJECT CHANGE ORDER
TEMPLATE 10

ATTACHMENT C - THIRD-PARTY PRODUCTS AND
SERVICES 11





1. PROJECT OVERVIEW:

The software detailed in this SOW includes, the listed functionality

Axon Standards, Use of Force, Citizen Complaint, Internal Complaint, Vehicle Pursuit, Vehicle Collision, and up to 6 additional forms

TERM	DEFINITION
PARTIES	
Agency	Washtenaw County Sheriff's Office who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
MDC	Mobile Data Computer - device associated within a vehicle or other mobile unit
DataStore	The database Axon provides allowing Agency to query data
Product	The software solutions being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
Service Portal	An online portal provided by Axon where issues identified are entered and triaged
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
Go-Live	All End-Users are activated and Agency is actively using the product
Milestone Completion Report	The report outlined in Attachment A to be executed at key Milestones between Agency and Axon to approve completion of Project phases
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this Project as listed in Attachment C
ACCEPTANCE	
Blocker	Issue impacting 50% or more users



TERM	DEFINITION
Integration Acceptance Testing	Scheduled events for testing of each integration point and associated functionality in collaboration with Agency and Agency's vendors
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure

Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration

Changes made by Agency or Agency's vendors



2. PROFESSIONAL SERVICES:

Agency will provide a list of address information in Shapefile format that Axon will load.

Agency will provide a Master Charge Table that Axon will load

Axon will configure and make available to Agency a read only Azure SQL Database containing information within the Axon Systems allowing Agency to utilize available data

Axon will provide Agency with a data dictionary and/or other appropriate documentation

Axon will work with Agency to map the data from the legacy data structures and formats into Axon Records

Data quality shall be addressed by Agency prior to provisioning to Axon if necessary, as determined by Axon, Agency must facilitate meetings with all third-party system vendors where a data conversion is required

Agency's third-party system vendors will perform the extractions and provide Axon with data dictionaries, the structure, format, and any documentation that will allow effective migration of the data

Axon will convert legacy data from Agency's Database to Axon Standards

Axon will conduct Functional Acceptance Testing via use cases approved by Axon and Agency.

All issues discovered during and after training will be entered into the service portal for triage



1. Training

Axon will document and propose a Training Plan to Agency based on user types and availability, including additional IT and Admin Training

All training will be hands on in an Axon provided Training environment

Agency will provide facilities and equipment for conducting the Training

Train the Trainer Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training Agency is responsible for updating all Training materials after final acceptance

2. Go-Live

Axon will choreograph and orchestrate the Go-Live event



AXON WILL CHOREOGRAPH AND ORCHESTRATE THE GO-LIVE EVENT 3. PROJECT MANAGEMENT:

Both Parties will assign a Project Manager to ensure completion of deliverables

Axon's Project Manager will ensure all team members from Axon and Agency are continually updated on the status of the Project

All Project requirements will be documented in Requirements Planning

Once all requirements are agreed to, Axon's Project Manager will work with Agency's Project Manager to develop a Project plan for Axon's implementation

If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form

Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form

Axon will submit an MCR to Agency for approval upon completion of a Milestone.

Upon receiving an MCR, Agency has 14 calendar days to approve or respond in writing with issues related to the MCR. Failure to reply within 14 calendar days will be deemed approval



4. AGENCY COMMITMENTS:

Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon

Identify holidays, non-workdays or major events that may impact the Project

Ensure Agency desktop or mobile systems and devices can access the Product

Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible)

Provide Axon with remote access to Agency's Axon Evidence account when required



5. SUPPORT:

- The Product undergoes updates and enhancements which Agency will automatically receive

Axon will provide Agency's End Users access to the help axon.com support portal to submit and review service tickets.

For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.



6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties



ATTACHMENT A - MILESTONE COMPLETION REPORT TEMPLATE

By signing for the items in this Milestone Completion Checklist, I agree that Axon's Professional Services Organization has reached the following milestone for the Project agreed upon in the SOW between Axon and Washtenaw County Sheriff's Office

Final Acceptance

Date Services were completed on

_____ day of _____, 20__

Today's Date _____

Agency Name _____

Signature _____

Printed Name _____

Title _____


Email _____



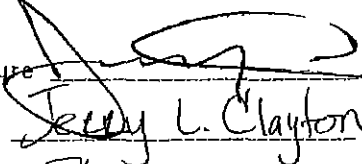
ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date
Axon Product or Service
Change Order Details

Axon Enterprise, Inc

Signature 
 Name Robert E. Driscoll, Jr.
 Title VP, Assoc General Counsel
 Date 9/9/2021

AGENCY

Signature 
 Name Jerry L. Clayton
 Title SHERIFF
 Date _____

WASHTENAW COUNTY


Gregory Dill
 County Administrator 09/17/2021

ATTESTED TO


 Signed by Deputy E. Golembiewski for L. Kestenbaum
Lawrence Kestenbaum
 County Clerk/Register 09/15/2021

APPROVED AS TO FORM


Curtis N. Hedge 09/17/2021
 Michelle K. Billard
 OFFICE OF CORPORATION COUNSEL



ATTACHMENT C - THIRD-PARTY PRODUCTS AND SERVICES

In order to deliver a complete solution to Agency, Axon employs Third-Party Products and Services providers.

Axon will be responsible for the management of third parties identified within this Attachment C for the purposes of this Project. All communications between those third parties, Agency and Axon will be managed by Axon including any supporting requirements, Integration Acceptance Testing, Functional Acceptance Testing or the processing of PCO or MCR documentation.

The following Third-Party Products and Services are included within the scope of this SOW:

Microsoft Data Gateway ("Data Gateway")

- ▶ Included within this Project is software that allows integrations within Agency's local environment to communicate with Axon's cloud hosted environment.
- ▶ Agency agrees to provide a CJIS server and operating environment for hosting of the Data Gateway.