

# Contract Abstract

## Contract Information

Contract & Solicitation Title:

Contract Summary:

Contract Number:  Solicitation Number:  Requisition Number:

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.):

Type of Contract/PO:  **Requires Council Legislation:**  **Yes**

**High Risk Contract** (Per Finance Department Contract Risk Management Policy):  **No**

**Sexual Harassment Training Required** (per BL2018-1281):  **Yes**

Estimated Start Date:  Estimated Expiration Date:  Contract Term:

Estimated Contract Life Value:  Fund:\*  BU:\*

Payment Terms:  Selection Method:

Procurement Staff:  BAO Staff:

Procuring Department:  Department(s) Served:

## Prime Contractor Information

Prime Contracting Firm:  ISN#:

Address:  City:  State:  Zip:

Prime Contractor is a : SBE  SDV  MBE  WBE  (select/check if applicable)

Prime Company Contact:  Email Address:

Prime Contractor Signatory:  Email Address:

## Disadvantaged Business Participation for Entire Contract

*Small Business and Service Disabled Veteran Business Program:*

Amount:  Percent, if applicable:

*Equal Business Opportunity (EBO) Program:*

Amount:  Percent, if applicable:

*Federal Disadvantaged Business Enterprise:*

Amount:  Percent, if applicable:

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring):  **No**

## Summary of Offer

| Offeror Name                                      | Disadv. Bus.<br>(Check if applicable) | Score<br>(RFQ Only)              | Evaluated Cost                   | Result  |
|---|---------------------------------------|----------------------------------|----------------------------------|---|
| <input type="text" value="Axon Enterprise, Inc"/> | <input type="checkbox"/>              | <input type="text" value="N/A"/> | <input type="text" value="N/A"/> | <input type="text" value="Approved Sole Source Form"/>  |
| <input type="text"/>                              | <input type="checkbox"/>              | <input type="text"/>             | <input type="text"/>             | <input type="text" value="Select from the Following:"/> |
| <input type="text"/>                              | <input type="checkbox"/>              | <input type="text"/>             | <input type="text"/>             | <input type="text" value="Select from the Following:"/> |
| <input type="text"/>                              | <input type="checkbox"/>              | <input type="text"/>             | <input type="text"/>             | <input type="text" value="Select from the Following:"/> |

## Terms and Conditions

### 1. GOODS AND SERVICES CONTRACT

#### 1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Axon Enterprise, Inc. (CONTRACTOR)** located at **17800 North 85th Street, Scottsdale, AZ 85255** resulting from an approved sole source signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
  - *Exhibit A - Pricing*
  - *Exhibit B - ISA Terms and Conditions*
  - *Exhibit C -Affidavits*
  - *Exhibit D - Contractor's Standard Terms and Conditions consisting of:*
    - *Exhibit D.1 - Taser 7 Agreement*
    - *Exhibit D.2 - Master Services and Purchasing Agreement*
  - *Exhibit E - Contractor's Hardware Warranty*
  - *Exhibit F - Service Level Warranty*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

#### 2.1. Duties and Responsibilities

CONTRACTOR agrees to provide TASERS, TASER cartridges and accessories.

#### 2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### **3. CONTRACT TERM**

#### **3.1. Contract Term**

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

### **4. COMPENSATION**

#### **4.1. Contract Value**

This Contract has an estimated value of \$6,500,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as deliveries are received and METRO is, invoiced.

#### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

#### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. METRO may reject products that do not match the products listed in the purchase order, are damaged, or non-functional upon receipt ("Nonconforming Product") by providing CONTRACTOR written notice of rejection within 10 days of shipment. In the event METRO receives a Nonconforming Product, METRO's sole remedy is to return the product to CONTRACTOR for repair or replacement as further described in Exhibit E. Failure to notify CONTRACTOR within the 10-day rejection period will be deemed as acceptance of product.

#### **4.4. Escalation/De-escalation**

This Contract is eligible for annual escalation/de-escalation price adjustments up to the higher 3% or the Consumer Price Index (CPI), provided that pricing shall not increase more than 3% in any year. The request for adjustment must be in accordance with Exhibit A and Consumer Price Index (CPI), as applicable. The request for escalation/de-escalation must be submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office per the processed Letter of Acceptance signed by both parties.

#### **4.5. Electronic Payment**

All payments shall be effectuated by ACH (Automated Clearing House).

#### **4.6. Invoicing Requirements**

CONTRACTOR shall invoice METRO upon shipment of the products. If the purchase has any out-year obligations, CONTRACTOR shall invoice on the annual anniversary of the delivery date. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance.

#### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

### **5. TERMINATION**

#### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

#### **5.2. Lack of Funding**

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

### **5.3. Notice**

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work including amounts owed, if any, under Section 3.2 of Exhibit D.1, Section 17.3 of Exhibit D.2, as applicable.

## **6. NONDISCRIMINATION**

### **6.1. METRO's Nondiscrimination Policy**

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

### **6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **6.3. Equal Business Opportunity (EBO) Program Requirement**

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

### **6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### **6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

## **7. INSURANCE**

### **7.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

### **7.2. General Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars.

### **7.3. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

### **7.4. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### **7.5. Errors and Omissions Liability Insurance (includes Cyber Liability & Technology E & O)**

Errors and Omissions Liability Insurance (includes Cyber Liability & Technology E & O) in the amount of one million (\$1,000,000.00) dollars.

### **7.6. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds. For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officials, officers, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

### **7.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or coverages be reduced below the thresholds specified in this contract except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)**

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and , in the event of a lawsuit or claim, policies if requested by METRO in lieu of or in addition to certificates of insurance, in the event required in connection with a lawsuit or claim.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITONS**

### **8.1. Taxes**

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

## **8.2. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

## **8.3. Confidentiality**

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

## **8.4. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.



Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

#### **8.5. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 48 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.6. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

#### **8.7. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort

in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### **8.8. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

**8.9. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

**8.10. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

**8.11. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**8.12. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

**8.13. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

**8.14. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.15. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**8.16. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.17. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.18. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit,

demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48

#### **8.19. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.
- E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

#### **8.20. Attorney Fees**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

**8.21. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**

**OR**

**METRO PURCHASING AGENT**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

**8.22. Entire Contract**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

**8.23. Force Majeure**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

**8.24. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

Contract 6488663

**8.25. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

**8.26. Severability**

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Axon Enterprise, Inc.

Attention: Ashley Goulden-Kiefer

Address: 17800 N 85th Street, Scottsdale AZ 85255

Telephone: 800-978-2737

Fax: N/A

E-mail: [contracts@axon.com](mailto:contracts@axon.com)

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will

waive any objection to service of process if process is served upon this agent:

Designated Agent: Corporation Service Company

Attention: Isaiah Fields

Address: 2908 Poston Ave, Nashville, TN 37203-1312

Email: [legal@axon.com](mailto:legal@axon.com)

**[SPACE INTENTIONALLY LEFT BLANK]**



Contract Number 6488663

**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**APPROVED AS TO PROJECT SCOPE:**

Chief John Drake SM  
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:**

Michelle R. Hernandez Lane MLC  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kelly Flannery/TJE EF  
Director of Finance BA

**APPROVED AS TO FORM AND LEGALITY:**

Macy Amos BL  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk Date

**CONTRACTOR:**

Axon Enterprise, Inc.  
Company Name

[Signature]  
Signature of Company's Contracting Officer

Robert Driscoll  
Officer's Name

VP, Assoc. General Counsel  
Officer's Title



| Product Code | Product Name   | 21LEAGENCY |
|--------------|--|------------|
| 11609        | SMART WEAPON TRANSITION SERVICE                              | 2,000.00   |
| 11610        | SMART WEAPON TRANSITION SERVICE, 1 DAY ADD-ON                | 1,000.00   |
| 20008        | TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R | 1,720.00   |
| 20009        | TASER 7 HANDLE, HIGH VISIBILITY (GREEN LASER), CLASS 2       | 1,720.00   |
| 20010        | TASER 7 HANDLE, STANDARD (RED LASER), CLASS 3R               | 1,720.00   |
| 20017        | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE)          | 49.00      |
| 20018        | TASER 7 BATTERY PACK, TACTICAL                               | 86.00      |
| 20019        | TASER 7 BATTERY PACK, COMPACT                                | 86.00      |
| 20020        | TASER 7 BATTERY PACK, NON-RECHARGEABLE                       | 69.00      |
| 20023        | TASER 7, TRAINING HANDLE, BLUE RUBBER                        | 60.00      |
| 20027        | TASER 7 DISCONNECT BATTERY PACK                              | 129.00     |
| 20028        | TASER 7 TRN CARTRIDGE ALLIGATOR CLIP STAND-OFF (3.5 DEGREE)  | 59.00      |
| 20029        | TASER 7 TRN CARTRIDGE ALLIGATOR CLIP CLOSE QUARTERS (12 DEGR | 59.00      |
| 20033        | TASER 7 DISCONNECT BATTERY LANYARD ACCESSORIES               | 10.00      |
| 20034        | TASER 7 10 YEAR HANDLE WARRANTY                              | 600.00     |
| 20035        | TASER 7 10 YEAR BATTERY WARRANTY                             | 36.00      |
| 20036        | TASER 7 10 YEAR DOCK WARRANTY                                | 600.00     |
| 20037        | TASER 7 HANDLE WARRANTY, 1-YEAR                              | 75.00      |
| 20038        | TASER 7 BATTERY PACK WARRANTY, 1-YEAR                        | 4.50       |
| 20039        | TASER 7 DOCK & CORE WARRANTY, 1-YEAR                         | 75.00      |
| 20040        | TASER 7 HANDLE WARRANTY, 4-YEAR                              | 300.00     |
| 20041        | TASER 7 BATTERY PACK WARRANTY, 4-YEAR                        | 18.00      |
| 20042        | TASER 7 DOCK & CORE WARRANTY, 4-YEAR                         | 300.00     |
| 20043        | TASER 7 HANDLE WARRANTY, 2-YEAR                              | 150.00     |
| 20044        | TASER 7 BATTERY PACK WARRANTY, 2-YEAR                        | 9.00       |
| 20045        | TASER 7 DOCK & CORE WARRANTY, 2-YEAR                         | 150.00     |
| 20046        | TASER 7 SINGLE BAY DOCK + CORE WARRANTY, 4-YEAR              | 130.00     |
| 20047        | TASER 7 6-BAY BATTERY DATAPORT WARRANTY, 4-YEAR              | 240.00     |
| 20048        | TASER 7 DISCONNECT BATTERY PACK WARRANTY, 4-YEAR             | 30.00      |
| 20050        | HOOK-AND-LOOP TRAINING (HALT) SUIT                           | 750.00     |
| 20056        | HOOK-AND-LOOP TRAINING (HALT) SUIT KIT, SHIELD               | 40.00      |
| 20058        | TASER 7 CARTRIDGE CARRIER, POUCH (SOFT), S.O. TECH           | 19.95      |
| 20059        | TASER 7 CARTRIDGE CARRIER, SAFARILAND                        | 22.50      |
| 20060        | TASER 7 HOLSTER - S.O. TECH, AMBI-DEXTROUS                   | 80.00      |
| 20061        | TASER 7 HOLSTER - BLADETECH, RIGHT HAND                      | 80.00      |
| 20062        | TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND                      | 69.00      |
| 20063        | TASER 7 HOLSTER - SAFARILAND, RIGHT HAND                     | 67.50      |
| 20065        | TASER 7 HOLSTER - S.O. TECH, LEFT HAND                       | 80.00      |
| 20066        | TASER 7 HOLSTER - BLADETECH, LEFT HAND                       | 80.00      |
| 20067        | TASER 7 HOLSTER - BLACKHAWK, LEFT HAND                       | 69.00      |
| 20068        | TASER 7 HOLSTER - SAFARILAND, LEFT HAND                      | 67.50      |
| 20069        | TASER 7 E.COM LICENSE PAYMENT                                | 5.00       |
| 20119        | TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER                     | 1,495.00   |
| 20120        | TASER 7 INSTRUCTOR COURSE VOUCHER                            | 375.00     |
| 20137        | TASER 7 ONLINE TRAINING CONTENT PAYMENT                      | 2.50       |
| 20138        | TASER 7 UNLIMITED DUTY CARTRIDGE REPLACEMENT PROGRAM PAYMENT | 2.50       |
| 20157        | CEW HARD CASE - 15.2 X 12 X 4.5 - EGG CRATE FOAM             | 20.80      |
| 20158        | TASER 7 HOLSTER - BLADE-TECH, RIGHT HAND W/ INNER TMMS       | 80.00      |
| 20159        | TASER 7 HOLSTER - BLADE-TECH, LEFT HAND W/ INNER TMMS        | 80.00      |
| 20160        | TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER                | 80.00      |
| 20161        | TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER                | 80.00      |
| 20164        | TASER 7 HOLSTER ? SAFARILAND, BSKT WEAVE, RH+CART CARRIER    | 80.00      |
| 20165        | TASER 7 HOLSTER ? SAFARILAND, BSKT WEAVE, LH+CART CARRIER    | 80.00      |
| 20186        | SAFARILAND HOLSTER MOLLE ADAPTER W MLS16 FORK                | 22.50      |
| 20221        | SINGLE BAY DATAPORT 4-YEAR EXTENDED WARRANTY                 | 70.00      |



## 2021 Axon Product Prices

| Product Code | Product Name   | 21LEAGENCY |
|--------------|--|------------|
| 20222        | SINGLE BAY DATAPORT 1-YEAR EXTENDED WARRANTY         | 14.00      |
| 20223        | EVIDENCE.COM DOCK, CORE 4-YEAR EXTENDED WARRANTY     | 62.80      |
| 20242        | TASER CERTIFICATION PROGRAM YEAR 6-10 ACCESS         | -          |
| 20246        | TASER 7 DUTY CARTRIDGE REPLACEMENT ACCESS LICENSE    | -          |
| 20247        | TASER 7 ONLINE TRAINING CONTENT ACCESS LICENSE       | -          |
| 20248        | TASER 7 EVIDENCE.COM ACCESS LICENSE                  | -          |
| 20266        | TASER 7 ONLINE TRAINING CONTENT ACCESS: 1 YEAR       | -          |
| 20268        | TASER 7 CERT 10 YEAR BUNDLE 6 YEAR TRUE UP           | 54.00      |
| 20271        | AXON VR CONTROLLER KIT                               | 2,500.00   |
| 20277        | TASER 7 CERT WITH VIRTUAL REALITY TRAINING HEADER    | -          |
| 20278        | TASER 7 CERT WITH VIRTUAL REALITY TRAINING PAYMENT   | 70.00      |
| 20279        | TASER 7 CERT W VIRTUAL REALITY TRAINING TRUE UP PMNT | 61.25      |
| 20286        | FULL VR TASER 7 ADD-ON PAYMENT                       | 12.50      |
| 20287        | FULL VR TASER 7 CERT UPGRADE PAYMENT                 | 10.00      |
| 20289        | HTC FOCUS + VR HEADSET                               | 1,150.00   |
| 20290        | SAFARILAND STANDARD CARTRIDGE CARRIER - THIGH RIG    | 45.00      |
| 20291        | SAFARILAND STANDARD CARTRIDGE CARRIER - BELT LOOP    | 45.00      |
| 20292        | SAFARILAND THIGH RIG MOUNT                           | 77.00      |
| 20293        | SAFARILAND BELT CLIP                                 | 35.00      |
| 20350        | COMMUNITY ENGAGEMENT TRAINING VR (1 - 20) LICENSE    | -          |
| 20351        | COMMUNITY ENGAGEMENT TRAINING VR (1 - 20) PAYMENT    | 55.00      |
| 20352        | COMMUNITY ENGAGEMENT TRAINING VR (21 - 50) LICENSE   | -          |
| 20353        | COMMUNITY ENGAGEMENT TRAINING VR (21 - 50) PAYMENT   | 180.00     |
| 20354        | COMMUNITY ENGAGEMENT TRAINING VR (51-100) LICENSE    | -          |
| 20355        | COMMUNITY ENGAGEMENT TRAINING VR (51-100) PAYMENT    | 380.00     |
| 20356        | COMMUNITY ENGAGEMENT TRAINING VR (101-150) LICENSE   | -          |
| 20357        | COMMUNITY ENGAGEMENT TRAINING VR (101-150) PAYMENT   | 614.00     |
| 20358        | COMMUNITY ENGAGEMENT TRAINING VR (151-250) LICENSE   | -          |
| 20359        | COMMUNITY ENGAGEMENT TRAINING VR (151-250) PAYMENT   | 980.00     |
| 20360        | COMMUNITY ENGAGEMENT TRAINING VR (251-500) LICENSE   | -          |
| 20361        | COMMUNITY ENGAGEMENT TRAINING VR (251-500) PAYMENT   | 1,781.00   |
| 20362        | COMMUNITY ENGAGEMENT TRAINING VR 501-1000 LICENSE    | -          |
| 20363        | COMMUNITY ENGAGEMENT TRAINING VR 501-1000 PAYMENT    | 3,380.00   |
| 20364        | COMMUNITY ENGAGEMENT TRAINING VR 1001-1500 LICENSE   | -          |
| 20365        | COMMUNITY ENGAGEMENT TRAINING VR 1001-1500 PAYMENT   | 5,317.00   |
| 20366        | COMMUNITY ENGAGEMENT TRAINING VR 1501-5000 LICENSE   | -          |
| 20367        | COMMUNITY ENGAGEMENT TRAINING VR 1501-5000 PAYMENT   | 13,200.00  |



## 2021 Axon Product Prices

| Product Code | Product Name   | 21LEAGENCY |
|--------------|--|------------|
| 20380        | FULL VR TRAINING ENTERPRISE (1 - 20) LICENSE               | -          |
| 20381        | FULL VR TRAINING ENTERPRISE (1 - 20) PAYMENT               | 165.00     |
| 20382        | FULL VR TRAINING ENTERPRISE (21 - 50) LICENSE              | -          |
| 20383        | FULL VR TRAINING ENTERPRISE (21 - 50) PAYMENT              | 540.00     |
| 20384        | FULL VR TRAINING ENTERPRISE (51 - 100) LICENSE             | -          |
| 20385        | FULL VR TRAINING ENTERPRISE (51 - 100) PAYMENT             | 1,140.00   |
| 20386        | FULL VR TRAINING ENTERPRISE (101 - 150) LICENSE            | -          |
| 20387        | FULL VR TRAINING ENTERPRISE (101 - 150) PAYMENT            | 1,843.00   |
| 20388        | FULL VR TRAINING ENTERPRISE (151 - 250) LICENSE            | -          |
| 20389        | FULL VR TRAINING ENTERPRISE (151 - 250) PAYMENT            | 2,940.00   |
| 20390        | FULL VR TRAINING ENTERPRISE (251 - 500) LICENSE            | -          |
| 20391        | FULL VR TRAINING ENTERPRISE (251 - 500) PAYMENT            | 5,344.00   |
| 20392        | FULL VR TRAINING ENTERPRISE (501 - 1,000) LICENSE          | -          |
| 20393        | FULL VR TRAINING ENTERPRISE (501 - 1,000) PAYMENT          | 10,139.00  |
| 20394        | FULL VR TRAINING ENTERPRISE 1,001 - 1,500 LICENSE          | -          |
| 20395        | FULL VR TRAINING ENTERPRISE 1,001 - 1,500 PAYMENT          | 15,950.00  |
| 20396        | FULL VR TRAINING ENTERPRISE 1,501 - 5,000 LICENSE          | -          |
| 20397        | FULL VR TRAINING ENTERPRISE 1,501 - 5,000 PAYMENT          | 39,600.00  |
| 20399        | FULL VR TRAINING ENTERPRISE (5,000+) PAYMENT               | 50,000.00  |
| 20424        | TASER 7 CERT W VIRTUAL REALITY TRAINING 10 YR BUNDLE       | -          |
| 20450        | TASER 7 6-BAY BATTERY DATAPORT WARRANTY, 1 YEAR            | 60.00      |
| 20451        | TASER 7 6-BAY BATTERY DATAPORT WARRANTY, 2 YEAR            | 120.00     |
| 20452        | TASER 7 6-BAY BATTERY DATAPORT WARRANTY, 3 YEAR            | 180.00     |
| 20453        | TASER 7 BATTERY PACK WARRANTY, 3 YEAR                      | 13.50      |
| 20456        | TASER 7 DOCK & CORE WARRANTY, 3 YEAR                       | 225.00     |
| 20457        | TASER 7 HANDLE WARRANTY, 3 YEAR                            | 225.00     |
| 20458        | TASER 7 SINGLE BAY DOCK & CORE 3 YEAR EXTENDED WARRANTY    | 97.50      |
| 20462        | TASER 7 CERT W VIRTUAL REALITY TRAINING YR 6-10 PMNT       | 75.00      |
| 20463        | TASER 7 CERT W VIRTUAL REALITY TRAINING TRUE UP 1          | 20.50      |
| 20464        | TASER 7 CERT W VIRTUAL REALITY TRAINING TRUE UP 2          | 66.80      |
| 22175        | TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS           | 38.00      |
| 22176        | TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS      | 38.00      |
| 22177        | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS    | 38.00      |
| 22178        | TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS | 38.00      |
| 22179        | TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS          | 49.00      |
| 22181        | TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS     | 49.00      |
| 22196        | TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)                | 60.00      |
| 22197        | TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)           | 60.00      |
| 44729        | BASIC INSTRUCTOR SCHOOL                                    | 375.00     |
| 73940        | OFFICER SAFETY PLAN 7+ PREMIUM BUNDLE                      | -          |
| 73941        | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT                     | 239.00     |
| 73942        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP PAYMENT             | 54.00      |
| 73943        | OFFICER SAFETY PLAN 7+ PREMIUM 10 YR BUNDLE HEADER         | -          |



## 2021 Axon Product Prices

| Product Code | Product Name   | 21LEAGENCY |
|--------------|--|------------|
| 73950        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP PAYMENT 2       | 86.25      |
| 73964        | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y6              | 246.17     |
| 73965        | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y7              | 253.56     |
| 73966        | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y8              | 261.16     |
| 73967        | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y9              | 269.00     |
| 73968        | OFFICER SAFETY PLAN 7+ PREMIUM PAYMENT Y10             | 277.07     |
| 73969        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 1               | 28.00      |
| 73970        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 2               | 25.00      |
| 73971        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 3               | 70.25      |
| 73972        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 4               | 65.50      |
| 73973        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 5               | 80.25      |
| 73974        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 6               | 64.50      |
| 73975        | OFFICER SAFETY PLAN 7+ PREMIUM TRUE UP 7               | 113.46     |
| 73995        | OFFICER SAFETY PLAN 7 + PREMIUM 10Y PAYMENT Y1-5       | 239.00     |
| 74200        | TASER 7 6-BAY DOCK AND CORE                            | 1,500.00   |
| 74201        | TASER 7 SINGLE BAY DOCK + CORE                         | 649.00     |
| 74204        | TASER 7 SINGLE BAY BATTERY DATAPORT, INTERNATIONAL     | 349.00     |
| 74208        | TASER 7 SINGLE BAY BATTERY DATAPORT, NORTH AMERICA     | 349.00     |
| 74209        | TASER 7 6-BAY BATTERY DATAPORT                         | 1,200.00   |
| 75010        | MASTER INSTRUCTOR SCHOOL                               | 1,495.00   |
| 80002        | TARGET, PAPER, CONDUCTIVE INK, CIVILIAN                | 10.00      |
| 80004        | TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM             | 36.05      |
| 80087        | TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)  | 150.00     |
| 80089        | TARGET, CONDUCTIVE HALT HYBRID, TASER 7                | 150.00     |
| 80090        | TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7 | 75.00      |
| 85147        | CEW STARTER  | 2,750.00   |
| 85149        | CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE           | 4,524.00   |
| 85150        | CEW ADD-ON SERVICES                                    | 2,080.00   |
| 85168        | CEW FULL SERVICE WITH INSTRUCTOR TRAINING              | 17,000.00  |

## Exhibit B – ISA Terms and Conditions

**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 3 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 4 Subcontracting/Outsourcing.**
  - 4.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information. Notwithstanding the foregoing, the parties acknowledge that Contractor may transfer data to its direct and indirect subsidiaries and sub-processors, as further described within Axon's Cloud Services Privacy Policy, located at <https://www.axon.com/legal/cloud-services-privacy-policy>. Contractor remains responsible for personal data that may be shared with Contractor's sub-processors.
  - 4.2 Subcontractor Confidentiality.** Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
  - 4.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement.

## EXHIBIT B – ISA Terms and Conditions

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

## **SECTION A-2**

### **Definitions**

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.



## SECTION AST

### **Agent Security and Training**

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
  
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
  
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
  - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
  - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
  - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
  - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
  - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
  - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
  
- 4 Agent Training.**
  - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
    - 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

- 4.1.2** Education about the procedures for recognizing and reporting potential Information Security Incidents;
- 4.1.3** Education about password maintenance and security (including instructions not to share passwords);
- 4.1.4** Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);
- 4.1.5** Education about workstation and portable device protection; and
- 4.1.6** Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.
- 4.1.7** Periodic reminders to Agents about the training topics set forth in this section.

**4.2** Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

- 4.2.1** Instructions on how to identify Metro Government Information.
- 4.2.2** Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.
- 4.2.3** Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.
- 4.2.4** Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.
- 4.2.5** Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.
- 4.2.6** Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

**5 Agent Sanctions.** Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

**SECTION AV**

**Protection Against Malicious Software**

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
  
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

## SECTION BU

### **Information Backup, Contingency Planning and Risk Management**

#### **1 General.**

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
- 1.3** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
- 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
- 1.5** Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

**2 Storage of Backup Media.** Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

**3 Disaster Recovery Plan.** Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.

**4 Emergency Mode Operation Plan.** Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.

**5 Testing and Revision Procedure.** Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

**6 Risk Management Requirements.** Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

## SECTION CSP

### **Cloud Service Providers**

#### **1 Certifications and Compliance.**

- 1.1. Contractor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 16 audit, or equivalent audit, on internal and external Contractor procedures and systems that access or contain Metro Data.
- 1.2. Contractor shall adhere to SOC 1/SSAE 16 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by Contractor) applicable to Contractor. Upon Metro's request, Contractor will provide Metro with a copy of the audit results set forth in Contractor's SOC 1/SSAE 16 audit report.
- 1.3. Metro shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that the Contractor fails to produce an acceptable SSAE-16/ SOC-1 Type II report.
- 1.4. The Contractor will ensure that its environment is compliant with the control standards of FISMA (Federal Information Security Management Act) 44 U.S.C. § 3541, et seq.), NIST standards in FIPS 140-2, FIPS 180, FIPS 198-1, FIPS 199, FIPS 200, FIPS 201 and NIST Special Publications 800-53, 800-59, and 800-60. In addition, the Contractor must provide Metro with any documentation it requires for its reporting requirements within 10 days of a request.
- 1.5. Contractor agrees to comply with all applicable privacy laws.

2 **Data Security.** Metro data, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Data over the internet or a wireless network, and will not store any Metro Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by Metro.

3 **Use of Subcontractors.** The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro data to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro data, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

4 **Location of Data.** The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. The Contractor shall provide Metro with a list of the physical locations that may contain Metro data within 20 days with updates on a quarterly basis upon request.

5 **Personnel Access.** The Contractor will require all employees who will have access to Metro data, the architecture that supports Metro data, or any physical or logical devices/code to pass an appropriate background investigation.

#### **6 Asset Availability.**

- 6.1. The Contractor must inform Metro of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.
- 6.2. The Contractor shall be responsible for maintaining and ensuring continued compatibility and interoperability with Metro's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the Contractor shall be responsible for providing timely notification to Metro and shall be responsible for working with Metro to identify appropriate remedies and if applicable, work with Metro to facilitate a smooth and seamless transition to an alternative solution and/or provider.

#### **7 Misuse of Metro Data and Metadata.**

- 7.1. The Contractor shall not access, use, or disclose Metro data unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro data shall only be for purposes specified in this contract or task order. Contractor shall ensure that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties

hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

- 7.2. The Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

**8 Data Breach and Incident Reporting.**

- 8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.
- 8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.
- 8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will report to the contracting officer's designee within 48 hours of the discovery and confirmation of any data breach. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

- 9 **Facility Inspections.** The Contractor agrees to have an independent third party or other industry recognized firm, which has been approved by Metro, conduct a security audit based on Metro's criteria as needed, but no more than once a year. The audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro within 20 days of the Contractor's receipt of the audit results.

**10 Law Enforcement.**

- 10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data. This may include the entrant's name, role, purpose, account identification, entry and exit time.
- 10.2. If Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

- 11 **Maintenance.** The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro are compatible with existing systems and architecture of Metro.

- 12 **Notification.** The Contractor shall notify Metro within 60 minutes of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

- 13 **Supply Chain.** The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

- 14 **Service Level Agreements.** The Contractor standard Service Level Agreement is incorporated by reference in this Exhibit B.

**SECTION DEV**

**Development**

- 1 Mobile Applications Security.** CONTRACTOR shall have the ability/expertise to develop secure mobile applications. Specifically, an awareness of secure mobile application development standards, such as OWASP's Mobile Security project. Development should be able to meet at a minimum OWASP's MASVS-L1 security standard or a similar set of baseline security standards as agreed upon by Metro Government.

## SECTION DMH

### **Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
  - 1.1** Access to the device or media shall require a password or authentication;
  - 1.2** The device or media shall be encrypted using Strong Encryption;
  - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
  - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
  
- 2 Media Disposal.**
  - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
  - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
  - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
  - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
  
- 3 Media Re-Use.**
  - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
  - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.



**SECTION ENC**

**Encryption and Transmission of Information**

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

## **SECTION IR**

### **Incident Response**

**1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

**1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 48 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (c) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (d) preliminary impact analysis; (e) description and the scope of the incident; and (f) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

**1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

**2 Incident Response.**

**2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

**2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

## **SECTION LOG**

### **Audit Logs**

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 Audit Log Availability.**
  - 5.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
  - 5.2** If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
  - 5.3** Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
  - 5.4** Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
  - 5.5** Contractor shall agree to make all Audit Logs available in an agreed upon format.

## SECTION PAT

### **Patch Creation and Certification**

- 1 Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.
- 6 SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

## SECTION PES

### **Physical and Environmental Security**

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
  - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
  - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
  - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
  - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

## SECTION SOFT

### **Software / System Capability**

#### **1 Supported Product.**

- 1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become "end of life" for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.
- 1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, and shall disclose such software to Metro Government prior to its acquisition of the Product.
- 1.3 Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport.

#### **2 Software Capabilities Requirements.**

- 2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.
- 2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government.
- 2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.
- 2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.
- 2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.
- 2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.
- 2.7 Contractor's Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.
- 2.8 Contractor's Product shall have the capability to require users to change an initial or temporary password on first login.
- 2.9 Contractor's Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.
- 2.10 Contractor's Product shall have the capability to function within Metro Governments Information Technology Environment. Specifications of this environment are available upon request.

- 3 **Backdoor Software.** Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely.

**SECTION VMGT****Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

**2 System Hardening.**

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

**3 Authentication.**

- 3.1 Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2 Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3 Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4 Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5 Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

**4 Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

**5 User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

**6 Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

**7 Account Termination.** Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

**8 System / Information Access.**

- 8.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2 Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

**9 System Maintenance.**

- 9.1 Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 9.2 Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information.



## Exhibit C - Affidavits

**Compliance with Laws:** After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

**Taxes and Licensure:** Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

**Nondiscrimination:** Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

**Employment Requirement:** Affiant affirms that Contactor's employment practices are in compliance with applicable United States immigrations laws. M.C.L. 4.40.060.

**Covenant of Nondiscrimination:** Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:  
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;  
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;  
- Not to otherwise engage in discriminatory conduct;  
- To provide a discrimination-free working environment;  
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;  
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and  
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

**Contingent Fees:** It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

**Iran Divestment Act Affidavit:** By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

[https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List\\_of\\_persons\\_pursuant\\_to\\_Tenn.\\_Code\\_Ann.\\_12-12-106\\_Iran\\_Divestment\\_Act\\_updated\\_7.7.17.pdf](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf).

**Sexual Harassment:** Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

Affiant affirms that offeror is and will remain in compliance with the provisions of Chapter 4.12 of the Metro Procurement Code and the contents of its offer as submitted. Affiant further affirms that offeror understands that failure to remain in such compliance shall constitute a material breach of its agreement with the Metropolitan Government.

***And Further Affiant Sayeth Not:***

Organization Name: \_\_\_\_\_

Organization Officer Signature: \_\_\_\_\_

Name of Organization Officer: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit D.1 - Axon Enterprise, Inc.'s TASER 7 Agreement

This TASER 7 Agreement (“**Agreement**”) applies to Agency’s TASER 7 purchase from Axon Enterprise, Inc. (“**Axon**”). Agency will receive TASER 7 Conducted Energy Weapon (“**CEW**”) hardware, accessories, warranty, and services documented in the attached Quote Appendix (“**Quote**”).

- 1 **Term.** The start date for any subscription is based on the initial shipment of TASER 7 hardware (“**Start Date**”). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the Contract Term as defined in the Contract (“**Term**”), provided that if the Contract is renewed, the term of any subscription shall not be extended without the mutual agreement of the Parties. Subject to appropriation of funds, Agency will pay the full amount set forth on the Quote over the remaining term of the Contract, in accordance with the schedule set forth in such Quote. .
- 2 **Unlimited Duty Cartridge Plan.** If the Quote includes “**Unlimited Duty Cartridge Plan**”, this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.
- 3 **Training.** If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, “**Training Content**”), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency’s responsibility.
- 4 **Payment.** Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 60 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.
- 5 **Shipping.** Axon may make partial shipments and ship from multiple locations. All shipments are FOB destination via common carrier. Title and risk of loss pass to Agency upon delivery to the Agency. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency’s address on the Quote.
- 6 **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.
- 7 **Hardware Limited Warranty.** Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency’s receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency’s receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon’s warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.  
If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon’s sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon’s option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.



## Exhibit D.1 - Axon Enterprise, Inc.'s TASER 7 Agreement

If the Quote includes an extended warranty, the extended warranty coverage begins on the Start Date and continues for the Term for the hardware covered by the extended warranty on the Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware 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 hardware sent to Axon for service.

- 8** **Warranty Limitations.** Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

**To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will be limited to two times the value of this contract. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive, or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

- 9** **Spare Products.** For qualified purchases, Axon may provide agency a predetermined number of spare TASER 7 hardware 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 the 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.
- 10** **Trade-In.** If a trade-in discount is on the Quote, 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 the 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 discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

| Agency Size            | Days to Return from Start Date |
|------------------------|--------------------------------|
| Less than 100 officers | 30 days                        |
| 100 to 499 officers    | 90 days                        |
| 500+ officers          | 180 days                       |

- 11** **Product Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon product warnings.
- 12** **Design Changes.** Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency.



## Exhibit D.1 - Axon Enterprise, Inc.'s TASER 7 Agreement

- 13** **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:
- 13.1.** TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.
- 13.2.** 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, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination.
- 13.3.** Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.
- 14** **Delays.** Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.
- 15** **Proprietary Information.** Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16** **Export Compliance.** Each party will comply with all import and export control laws and regulations.
- 17** **Assignment.** Agency may not assign or transfer this Agreement without Axon's prior written approval.
- 18** **Governing Law; Venue.** The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19** **Entire Agreement.** 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.

### TASER 7 Axon Evidence Terms of Use Appendix

- 1** **Definitions.**
- "Agency Content"** is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence 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 Evidence 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.
- 2** **Subscription Term.** The TASER 7 Axon Evidence Subscription Term begins on the Start Date.
- 3** **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



## Exhibit D.1 - Axon Enterprise, Inc.'s TASER 7 Agreement

devices during the TASER 7 Axon Evidence 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.

- 4 **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 are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Evidence to Agency and Agency end-users.
- 5 **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 Evidence 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.
- 6 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. 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 Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

- 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. Agency acknowledges and agrees that Axon may access Agency Content in order to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence Services; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future products and services.
- 8 **Storage.** 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 Data Storage.** Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.
- 10 **Suspension.** Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:



## Exhibit D.1 - Axon Enterprise, Inc.'s TASER 7 Agreement

- 10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;
- 10.2. Agency or an end-user's use of or registration for Axon Evidence (i) poses a security risk to Axon Evidence or any third party, (ii) may adversely impact Axon Evidence or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

- 11 **Axon Evidence Warranty.** Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.
- 12 **Axon Evidence Restrictions.** All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
  - 12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;
  - 12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
  - 12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
  - 12.6. 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 Evidence; or
  - 12.7. use Axon Evidence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code.
- 13 **After Termination.** Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.
- 14 **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 Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 15 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence 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



## Exhibit D.1 - Axon Enterprise, Inc.'s TASER 7 Agreement

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Supplement. If Agency is using Axon Evidence 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 the use of Axon Evidence.

- 16 **Survival.** Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.





## Exhibit D.1 - Axon Enterprise, Inc.'s TASER 7 Agreement

### Professional Services Appendix

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

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

|   |
|---|
| <p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>   |
| <p><b>Dedicated Project Manager</b><br/>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><b>Best practice implementation planning session to:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul> |
| <p><b>System Admin and troubleshooting training sessions</b><br/>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>  |
| <p><b>Axon Evidence Instructor training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>  |
| <p><b>TASER CEW inspection and device assignment</b><br/>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><b>Post go-live review</b><br/><b>For the CEW Full Service Package:</b> On-site assistance included.<br/><b>For the CEW Starter Package:</b> Virtual assistance included.</p>  |

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

|  |
|--|
| <p><b>Archival of CEW Firing Logs</b><br/>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><b>Return of Old Weapons</b><br/>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.

**4 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.



## Exhibit D.1 - Axon Enterprise, Inc.'s TASER 7 Agreement

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- 5 **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.
- 6 **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.
- 7 **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
- 8 **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.
- 9 **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.

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 once it is signed by all parties and filed with the Metropolitan Clerk ("**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**"). 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**").

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 60 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 destination. Title and risk of loss pass to Agency upon delivery to the Agency. 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.

**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 laws of the State of Tennessee, 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.**

**To the extent permitted by laws of the State of Tennessee, 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 be limited to two times the value of the contract. 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](http://www.axon.com/legal) for the most current Axon Device warnings.

**10 Design Changes.** Axon may make design changes to any Axon Device or Service without notifying 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

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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 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.
- 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

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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.

**Exhibit D.2 - 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 are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

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



## Exhibit D.2 - Master Services and Purchasing Agreement

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.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
- 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.

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





## Exhibit D.2 - Master Services and Purchasing Agreement

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.
- 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.



## Exhibit D.2 - 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:

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|---|
| <b>System set up and configuration</b> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Agency need</li> <li>• Register cameras to Agency domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>   |
| <b>Dock configuration</b> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Agency</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>  |
| <b>Best practice implementation planning session</b> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practice for digital data management</li> <li>• Provide referrals of other agencies using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul> |
| <b>System Admin and troubleshooting training sessions</b><br>Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence   |
| <b>Axon instructor training (Train the Trainer)</b><br>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  |
| <b>Evidence sharing training</b><br>Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies   |
| <b>End user go-live training and support sessions</b> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>   |
| <b>Implementation document packet</b><br>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide   |
| <b>Post go-live review</b>  |

- 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:



## Exhibit D.2 - Master Services and Purchasing Agreement

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| <p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Agency need</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock (“<b>Dock</b>”) access</li> </ul> |
| <p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using “Administrator” credentials from Agency</li> <li>• Does not include physical mounting of docks</li> </ul>                  |
| <p><b>Axon instructor training (Train the Trainer)</b><br/>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><b>End user go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>  |
| <p><b>Implementation document packet</b><br/>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; 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:

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|---|
| <p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Agency need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>   |
| <p><b>Dedicated Project Manager</b><br/>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><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon’s observations with other agencies</li> <li>• Discuss the importance of entering metadata and best practices for digital data management</li> <li>• Provide referrals to other agencies using TASER CEWs and Axon Evidence</li> <li>• <b>For the CEW Full Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul> |
| <p><b>System Admin and troubleshooting training sessions</b><br/>On-site sessions providing a step-by-step explanation and assistance for Agency’s configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>  |
| <p><b>Axon Evidence Instructor training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Agency’s subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full Service Package:</b> Training for up to 3 individuals at Agency</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Agency</li> </ul>  |



## Exhibit D.2 - Master Services and Purchasing Agreement

### TASER CEW inspection and device assignment

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

### Post go-live review

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

**For the CEW Starter Package:** Virtual assistance included.

## 6 **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

### Archival of CEW Firing Logs

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

### Return of Old Weapons

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

Axon will provide Agency with a Certificate of Destruction

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

## 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. If Axon

**Exhibit D.2 - Master Services and Purchasing Agreement**

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modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

- 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.



## Exhibit D.2 - 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.



## Exhibit D.2 - 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. Agency acknowledges and agrees that Axon may access Agency Content to: (a) perform troubleshooting services upon request or as part of Axon's maintenance or diagnostic screenings; (b) enforce this Agreement or policies governing use of Axon Evidence; (c) generate aggregated data, excluding information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying

**Exhibit D.2 - Master Services and Purchasing Agreement**

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information that is linked or linkable to a specific individual (collectively, "PII"), to improve, analyze, support, and operate Axon's current and future devices and services.

- 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:
- 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.



**Exhibit D.2 - 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.

**Exhibit D.2 - 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.



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### Add-on Services Appendix

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

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

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

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

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

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



## Exhibit D.2 - Master Services and Purchasing Agreement

### Axon Channel Services Appendix

- 1 **Definitions.**

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

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

**“Inactive Channel”** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2 **Scope.** Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency’s third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work (**“Channel Services SOW”**). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.
- 3 **Purpose and Use.** Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency’s network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.
- 4 **Project Management.** Axon will assign a Project Manager to work closely with Agency’s project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 5 **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
- 6 **Monitoring.** Axon may monitor Agency’s use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency’s use of channel services.
- 7 **Agency’s Responsibilities.** Axon’s successful performance of the Channel Services requires Agency:
  - 7.1 Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 7.2 Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 7.3 Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 7.4 Ensure all appropriate data backups are performed;
  - 7.5 Provide Axon with remote access to the Agency’s network and third-party systems when required for Axon to perform the Channel Services;
  - 7.6 Notify Axon of any network or machine maintenance that may impact the performance of

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Department: Legal

Version: 12.0

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

## Exhibit E – Contractor’s Hardware Warranty

Contract 6488663

**Axon Enterprise, Inc.’s Hardware Warranty, Limitations and Release for  
Law Enforcement CEW Products and On-Officer Cameras (United States)  
(Effective December 5, 2018)**

The following Axon Enterprise, Inc. (Axon) warranty provisions are applicable on all sales or transfers of Axon Law Enforcement Products, including TASER conducted energy weapons (CEWs), on-officer audio/video cameras and related accessories.<sup>1</sup> The term “Purchaser” means any purchaser, possessor, or user of the Axon brand products. BY USING THE AXON PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.

**Manufacturer’s Limited Warranty<sup>2</sup>**

Axon warrants that its Law Enforcement Hardware Products<sup>3</sup> are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.<sup>4</sup> Axon-Manufactured Accessories<sup>5</sup> are covered under a limited 90-DAY warranty from the date of receipt. Axon warrants that its Axon Signal Sidearm is free from defects in workmanship and materials for a period of 30-MONTHS from the date of receipt. Non-Axon manufactured accessories are covered under the applicable manufacturer’s warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state’s term will take precedence.

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

**Optional Extended Hardware Warranty for Axon Flex, Axon Flex 2, Axon Body, Axon Body 2, Evidence.com Dock, Axon Dock, TASER CAM HD, X2, X26, X26P, and TASER 7**

The optional extended warranty, when available, may only be purchased at the time of product point of sale. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.<sup>6,7</sup> For customers who purchase an extended warranty Axon warrants it will repair or replace the Axon product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at Axon’s option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

**Exclusions and Limitations**

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser’s property and the replaced item becomes Axon’s property. After the warranty period, Axon may, at its sole option, repair or replace a Axon product for a fee.

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

**To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Axon specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited**

<sup>1</sup> The warranty does not apply to software or services offered for, by, on, or through the Axon.com or Evidence.com websites. This warranty only applies to hardware.

<sup>2</sup> A product’s estimated useful life or expiration date may not be the product’s warranty expiration date.

<sup>3</sup> Axon Law Enforcement Hardware Products include TASER X2, X26, X26P, and TASER 7 CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, TASER 7 Dock and core, TASER 7 battery, Axon Flex camera (including the universal magnetic clip),

Axon Flex 2 camera, Axon Body 2 camera, Axon Fleet camera, Axon Fleet 2 camera, Evidence.com Docks, and Axon Docks.

<sup>4</sup> Broken blast doors are not covered under Axon’s limited warranty.

<sup>5</sup> Axon-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, SPPM, and Shockwave Power Magazine modules; Axon Signal Unit (ASU); and the X-Rail mounting system.

<sup>6</sup> The manufacturer’s limited warranty provides coverage for Axon Flex camera, Axon Flex 2 camera, Axon Flex controller, Axon Flex 2

controller, or Axon Body 2 batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the Axon Flex camera battery and Axon Flex 2 camera battery are covered, but replacement of the Axon Flex controller battery, Axon Flex 2 controller battery, and Axon Body 2 battery are not covered.

<sup>7</sup> Axon will provide the Purchaser with 2 extra batteries for each Axon Signal Sidearm unit upon the initial shipment. In the event the Agency needs additional batteries during the Axon Signal Sidearm Term, the Purchaser may request the batteries through Axon’s RMA process.



**Axon Enterprise, Inc.'s Hardware Warranty, Limitations and Release for  
Law Enforcement CEW Products and On-Officer Cameras (United States)  
(Effective December 5, 2018)**

by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability Axon may have. Axon's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product. In no event will Axon be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Axon has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

**Release**

Purchaser agrees to release Axon from any and all liability arising out of the deployment, use, or misuse of the Axon product, including any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the Axon product. Axon is not liable for the failure of the Axon product to perform and Axon is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

**Purchaser Responsibilities and Product Registration**

Purchaser should update product software and/or firmware as they become available through Axon, as well as perform periodic data uploads to Axon Evidence (Evidence.com) services or download/backup copies of the information, data, and/or video contained on the Axon product storage media to protect the contents and as a precaution against possible operational failures.

To register your Axon product, please go to [www.axon.com/register](http://www.axon.com/register). Registration of your product allows Axon to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

**Warranty Repair Procedure**

For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites [www.axon.com/support](http://www.axon.com/support) or [www.evidence.com](http://www.evidence.com), as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then Axon assumes no liability for loss of the returned product. Any Axon product that has not been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the Axon product by Axon is deemed abandoned and Axon may dispose of the Axon product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the Evidence.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. *If you require attempted data*

*recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.*

**General**

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is Axon's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

▲, ▲ AXON, Axon, Axon Body 2, Axon Evidence, Axon Flex, Axon Flex 2, Axon Dock, Axon Fleet, Axon Fleet 2, Axon Signal Sidearm, Evidence.com Evidence Sync, Shockwave, Smart Cartridge, TASER CAM, X2, X26, X26P, X-Rail, Protect Life, Protect Truth, TASER, and TASER 7 are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2018 Axon Enterprise, Inc.



## Exhibit F - Service Level Agreement

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### Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (**SLA**) identifies the Axon Evidence Service Offerings and the expected level of services between Axon<sup>1</sup> (**Axon, us or we**) and users of Service Offerings (**Customer or you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the “last updated” date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.

#### 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.
- **“Downtime”** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. “Downtime” does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **“Incident”** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **“Maximum Available Minutes”** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **“Monthly Uptime Percentage”** means  $(\text{Maximum Available Minutes} - \text{Downtime}) / \text{Maximum Available Minutes} * 100$ .
- **“Scheduled Downtime”** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **“Service Month”** means a calendar month at Coordinated Universal Time (UTC).

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<sup>1</sup> “Axon” refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.





## Exhibit F - Service Level Agreement

- **“Service Credits”** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **“Service Offerings”** means all Axon Evidence services provided by Axon pursuant to this SLA.
- **“Unavailable”** and **“Unavailability”** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

### Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

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

### Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (<https://www.axon.com/contact>) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

### Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.



## Exhibit F - Service Level Agreement

- For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

### Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

### Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

### Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in "Scheduled Routine Maintenance".



## Exhibit F - Service Level Agreement

**Scheduled Routine Maintenance:** routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)\*:

| DEPLOYMENT                     | DAY OF WEEK (PT) | PACIFIC TIME (PT)* | COORDINATED UNIVERSAL TIME (UTC) |
|--------------------------------|------------------|--------------------|----------------------------------|
| Australia**                    | Tuesday          | 02:00 - 05:00      | 10:00 - 12:00                    |
| Brazil                         | Tuesday          | 10:00 - 11:00      | 17:00 - 19:00                    |
| European Union                 | Tuesday          | 13:00 - 14:00      | 20:00 - 22:00                    |
| United Kingdom**               | Tuesday          | 14:00 - 15:00      | 21:00 - 23:00                    |
| Canada                         | Tuesday          | 16:00 - 17:00      | 23:00 - 01:00***                 |
| United States - Federal Region | Tuesday          | 17:00 - 18:00      | 00:00 - 02:00****                |
| United States                  | Tuesday          | 21:00 - 22:00      | 04:00 - 06:00****                |

\* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.

\*\* Maintenance performed on UK and AU a week after the fourth Tuesday of each month

\*\*\* Time period includes time on Wednesday in UTC

\*\*\*\* Time period is on Wednesday in UTC

### Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

### Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.



## Exhibit F - Service Level Agreement

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### Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.



## Exhibit F - Service Level Agreement

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### Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

#### Definitions

- **“Business Day”** means Monday to Friday 08:00 – 17:30, excluding public holidays.
- **“BOD”** means the Board of Directors
- **“Incident”** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **“Targeted Response Time”** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the *“Axon Customer Support Solution”*.
- **“Targeted Resolution Time”** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon’s reasonable control.
- **“Workaround”** means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

#### Axon Support Channels

Axon Resource Centre: <https://my.axon.com>

#### Telephone:

US & Canada: 800-978-2737

UK: +44 (0)1327 709 666

#### Email:

UK: [uksupport@axon.com](mailto:uksupport@axon.com)

Germany: [support-dach@axon.com](mailto:support-dach@axon.com)

Rest of EMEA: [customerservice@axon.com](mailto:customerservice@axon.com) or [support@axon.com](mailto:support@axon.com)



## Exhibit F - Service Level Agreement

### Incident Classifications and Response Times

| Incident Classification | Description  | Targeted Response Time | Targeted Resolution Time                          | Customer Response Commitment  |
|-------------------------|--|------------------------|---|---|
| <b>Severity 1</b>       | <ul style="list-style-type: none"> <li>- Business critical function is down</li> <li>- Material impact to Customer's business</li> <li>- No Workaround exists</li> </ul>   | Less than 1 hour       | Less than 24 hours                                | Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.                           |
| <b>Severity 2</b>       | <ul style="list-style-type: none"> <li>- Business critical function is impaired or degraded</li> <li>- There are time-sensitive issues that materially impact ongoing production</li> <li>- Workaround exists, but it is only temporary</li> </ul> | 1 Business Day         | Less than 2 weeks                                 | Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved. |
| <b>Severity 3</b>       | <ul style="list-style-type: none"> <li>- Non-critical function down or impaired</li> <li>- Does not have significant current production impact</li> <li>- Performance is degraded</li> </ul>   | 1 Business Day         | Mutually agreed timeframe based on prioritization |   |

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as "Severity 1". For example: Critical and High would be classed as a "Severity 1" Incident and managed accordingly.

### Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the Incident support in accordance with Axon's severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.



## Exhibit F - Service Level Agreement

### Escalation

| Escalation Level | Description   | Escalation                                  | Targeted Response Time | Targeted Resolution Time |
|------------------|---|---|------------------------|--------------------------|
| Tier 1           | <b>Basic technical or commercial issues - Non-time critical</b>     | None  | Less than 6 hours      | Less than 1 business day |
| Tier 2           | <b>Advanced technical or commercial issues - Non-time critical.</b> | BoD / Country Manager                       | Less than 4 hours      | Less than 1 business day |
| Tier 3           | <b>Technical or commercial issues - Time critical</b>               | Country Manager to Axon<br>BoD/Support Team | Less than 2 hours      | Less than 1 business day |

### Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".



## Exhibit F - Service Level Agreement

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### Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered.

#### **Targeted Replacement Time:**

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

#### **Exclusions**

The Return of Merchandise Authorization does not apply to services or hardware not within Axon's control. Axon's customer support will provide detail on return times as soon as possible to the Customer's point of contact.

***N.B. TASER products (conducted electrical devices) are not covered under the terms of this Return of Merchandise Authorization. Customers are requested to contact Customer support directly to report a faulty TASER device.***





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
03/02/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| <b>PRODUCER</b><br>Aon Risk Insurance Services West, Inc.<br>Phoenix AZ Office<br>2555 East Camelback Rd.<br>Suite 700<br>Phoenix AZ 85016 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105<br>E-MAIL ADDRESS:   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
|--|---|-------------------------------|--------|---|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| <b>INSURED</b><br>Axon Enterprise, Inc.<br>17800 N. 85th Street<br>Scottsdale AZ 85255 USA   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Scottsdale Indemnity Company</td> <td>15580</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Scottsdale Indemnity Company | 15580 | INSURER B: |  | INSURER C: |  | INSURER D: |  | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE  | NAIC #  |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER A: Scottsdale Indemnity Company  | 15580   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER B:   |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER C:   |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER D:   |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER E:   |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |
| INSURER F:   |   |                               |        |   |       |            |  |            |  |            |  |            |  |            |  |

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570086248565      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD                         | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|---|-----------------------------------|----------|--|-------------------------|-------------------------|---|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> see Prod Liab info att'd<br>GENL AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: Xc1 Prod/Comp Ops |                                   |          | GNI0000018<br>GL excluding Products<br>SIR applies per policy terms & conditions | 03/01/2021              | 03/01/2022              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000<br>MED EXP (Any one person) \$50,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG Excluded<br>Per Occ SIR \$1,000,000 |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY   |                                   |          |  |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)  |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION  |                                   |          | GUI0000004<br>SIR applies per policy terms & conditions                          | 03/01/2021              | 03/01/2022              | EACH OCCURRENCE \$9,000,000<br>AGGREGATE \$9,000,000  |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y / N<br><input type="checkbox"/> | N / A    |  |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT  |

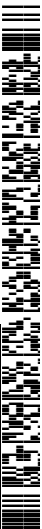
Certificate No : 570086248565

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers is included as Additional Insured in accordance with the policy provisions of the General Liability policy.

**CERTIFICATE HOLDER**

**CANCELLATION**

|   |  |
|---|--|
| Metropolitan Government of Nashville and Davidson County Metro Courthouse<br>Nashville TN 37201 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br><div style="text-align: center; font-family: cursive; font-size: 1.2em;">                     Aon Risk Insurance Services West, Inc.                 </div> |
|---|--|





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/29/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |  |               |
|--|--|---------------|
| <b>PRODUCER</b><br>Aon Risk Insurance Services West, Inc.<br>Phoenix AZ Office<br>2555 East Camelback Rd.<br>Suite 700<br>Phoenix AZ 85016 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 |               |
|  | <b>E-MAIL ADDRESS:</b>   |               |
| <b>INSURED</b><br>Axon Enterprise, Inc.<br>17800 N. 85th Street<br>Scottsdale AZ 85255 USA   | <b>INSURER(S) AFFORDING COVERAGE</b>   |               |
|  | <b>INSURER A:</b> Hartford Fire Insurance Co.  |               |
|  | <b>INSURER B:</b> Hartford Casualty Insurance Co   |               |
|  | <b>INSURER C:</b>  |               |
|  | <b>INSURER D:</b>  |               |
|  | <b>INSURER E:</b>  |               |
| <b>INSURER F:</b>  |  | <b>NAIC #</b> |

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570089579729**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER:    |           |          |               |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG   |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY |           |          | 59 UEN FN6060 | 09/30/2021              | 09/30/2022              | COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)  |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION   |           |          |               |                         |                         | EACH OCCURRENCE<br>AGGREGATE   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |           |          | 59WEAC0S6D    | 09/27/2021              | 09/27/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT      \$1,000,000<br>E.L. DISEASE-EA EMPLOYEE      \$1,000,000<br>E.L. DISEASE-POLICY LIMIT      \$1,000,000 |

Certificate No : 570089579729

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the Automobile Liability policy. Contract 6488663.

**CERTIFICATE HOLDER**

**CANCELLATION**

|   |  |
|---|--|
| Metropolitan Government of Nashville and Davidson County Metro Courthouse<br>Nashville TN 37201 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|   | AUTHORIZED REPRESENTATIVE<br><br><i>Aon Risk Insurance Services West, Inc.</i>   |





# ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

|   |           |  |  |
|---|-----------|--|--|
| AGENCY<br>Aon Risk Insurance Services West, Inc.      |           | NAMED INSURED<br>Axon Enterprise, Inc. |  |
| POLICY NUMBER<br>See Certificate Number: 570089579729 |           |  |  |
| CARRIER<br>See Certificate Number: 570089579729       | NAIC CODE | EFFECTIVE DATE:                        |  |

## ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

### Participating WC/EL Insurance Companies

- Twin City Fire Ins. Co. [AR, CT, FL, IA, ID, IN, LA, ME, MN, MT, NE, NH, NM, SC, SD, TN, WI, WV, ]
- Hartford Underwriters Ins. Co. [MO, NC, NJ, TX]
- Property & Casualty Ins. Co of Hartford [DC]
- Hartford Insurance Company of the Midwest [CA]
- Hartford Accident and Indemnity Insurance Company [AZ, CO, MA, NV]
- Hartford Fire Insurance Company [UT, VT, AL, MI, OK]
- Sentinel Ins. Co. [MD, NY, PA, VA]



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 59 WE AC0S6D

**Endorsement Number:**

**Effective Date:** 09/27/21

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** AXON ENTERPRISE, INC.  
17800 N 85TH ST  
SCOTTSDALE AZ 85255

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization for whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_  
Authorized Representative



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED AND RIGHTS OF RECOVERY AGAINST OTHERS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- A. Any person or organization whom you are required by contract to name as additional insured is an "insured" for LIABILITY COVERAGE but only to the extent that person or organization qualifies as an "insured" under the WHO IS AN INSURED provision of Section II - LIABILITY COVERAGE.
- B. For any person or organization for whom you are required by contract to provide a waiver of subrogation, the Loss Condition - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is applicable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/03/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |  |  |               |
|--|--|--|---------------|
| <b>PRODUCER</b><br>Aon Risk Insurance Services West, Inc.<br>Phoenix AZ Office<br>2555 East Camelback Rd.<br>Suite 700<br>Phoenix AZ 85016 USA | <b>CONTACT NAME:</b><br>PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 |  |               |
|  | <b>E-MAIL ADDRESS:</b>   |  |               |
| <b>INSURED</b><br>Axon Enterprise, Inc.; MediaSolv Solutions Corporation; Viewu, LLC<br>17800 N. 85th Street<br>Scottsdale AZ 85255 USA        | <b>INSURER(S) AFFORDING COVERAGE</b>   |  | <b>NAIC #</b> |
|  | INSURER A: Endurance American Specialty Ins Co.  |  | 41718         |
|  | INSURER B:   |  |               |
|  | INSURER C:   |  |               |
|  | INSURER D:   |  |               |
|  | INSURER E:   |  |               |
| INSURER F:   |  |  |               |

Holder Identifier :

**COVERAGES      CERTIFICATE NUMBER: 570089714676      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

| INSR LTR | TYPE OF INSURANCE   | ADDL INSD | SUBR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|-----------|----------|--|-------------------------|-------------------------|--|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GENL AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |  |                         |                         | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG |
|          | <b>AUTOMOBILE LIABILITY</b><br><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY     |           |          |  |                         |                         | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY ( Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)                             |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION   |           |          |  |                         |                         | EACH OCCURRENCE<br>AGGREGATE   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |           |          |  |                         |                         | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE-EA EMPLOYEE<br>E.L. DISEASE-POLICY LIMIT               |
| A        | E&O-Technology  |           |          | PRO10013803303<br>Cyber/Tech E&O ClmsMade<br>SIR applies per policy terms & conditions | 09/30/2021              | 09/30/2022              | Ea. Claim Limit \$5,000,000<br>Ea. Claim SIR \$100,000<br>Max. Aggregate Limi \$5,000,000  |

Certificate No : 570089714676

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the Cyber/Tech policy.

**CERTIFICATE HOLDER**

**CANCELLATION**

|   |   |
|---|---|
| Metropolitan Government of Nashville and Davidson County Metro Courthouse<br>Nashville TN 37201 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br><br> |
|---|---|





## Contract Standards Deviations

## Contract Purchase Agreement 6488663,0: Contract Standards Deviations - 11-Jan-2022

Supplier **Axon Enterprise, Inc.**  
Buyer **Ray, Terri Lynn**

Supplier Site **SCOTTSDALE**  
Amount **6,500,000.00**

Contract Template **Master Goods and Services Contract**

## Deviation Summary

## Clause Deviations

| Category Non-Standard clauses     |  |   |
|-----------------------------------|--|---|
| Deviation                         | Section  | Clause Title  |
| Standard clause modified          | 1. GOODS AND SERVICES CONTRACT                                     | <a href="#">1.1. 37:Heading</a>   |
| Standard clause modified          | 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS: | <a href="#">2.1. 35:Duties and Responsibilities</a>   |
| Standard clause modified          | 3. CONTRACT TERM   | <a href="#">3.1. 36:Contract Term</a>   |
| Standard clause modified          | 4. COMPENSATION  | <a href="#">4.1. 38:Contract Value</a>  |
| Standard clause modified          | 4. COMPENSATION  | <a href="#">4.3. 135:Payment Methodology</a>  |
| Standard clause modified          | 4. COMPENSATION  | <a href="#">4.4. 27:Escalation/De-escalation</a>  |
| Standard clause modified          | 4. COMPENSATION  | <a href="#">4.6. 136:Invoicing Requirements</a>   |
| Standard clause modified          | 5. TERMINATION   | <a href="#">5.3. 33:Notice</a>  |
| Standard clause modified          | 6. NONDISCRIMINATION   | <a href="#">6.3. 230:Equal Business Opportunity (EBO) Program Requirement</a>   |
| Standard clause modified          | 7. INSURANCE   | <a href="#">7.1. 49:Proof of Insurance</a>  |
| Standard clause modified          | 7. INSURANCE   | <a href="#">7.5. 252:Errors and Omissions Liability Insurance (includes Cyber Liability &amp; Technology E &amp; O)</a> |
| Standard clause modified          | 7. INSURANCE   | <a href="#">7.7. 55:Other Insurance Requirements</a>  |
| Standard clause modified          | 8. GENERAL TERMS AND CONDITONS                                     | <a href="#">8.5. 201:Information Security Breach Notification</a>   |
| Category Standard clauses missing |  |   |
| Deviation                         | Section  | Clause Title  |
| Optional clause removed           | 7. INSURANCE   | <a href="#">7.2. 50:Products Liability Insurance</a>  |
| Optional clause removed           | 7. INSURANCE   | <a href="#">7.3. 188:Professional Liability Insurance</a>   |
| Optional clause removed           | 7. INSURANCE   | <a href="#">7.7. 253:Abuse and Molestation Insurance</a>  |
| Optional clause removed           | 7. INSURANCE   | <a href="#">7.8. 251:Cyber Liability Insurance</a>  |
| Optional clause removed           | 8. GENERAL TERMS AND CONDITONS                                     | <a href="#">8.2. 29:Warranty</a>  |

## Policy Deviations

| Deviation                             | Description | Line | Item | Item Description |
|---------------------------------------|-------------|------|------|------------------|
| The contract has no Policy Deviations |             |      |      |                  |



Contract Standards Deviations





## Contract Standards Deviations

|                    |                                |
|--------------------|--------------------------------|
| Deviation Category | Non-Standard clauses           |
| Clause Title       | 1.1. 37:Heading                |
| Section            | 1. GOODS AND SERVICES CONTRACT |
| Deviation          | Standard clause modified       |

### Clause Text

---

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County (METRO)** and **Axon Enterprise, Inc. (CONTRACTOR)** located at **17800 North 85th Street, Scottsdale, AZ 85255** resulting from an approved sole source signed by Metro's Purchasing Agent. This Contract consists of the following documents:

- **Any properly executed contract amendment (most recent with first priority),**
- **This document, including exhibits,**
  - **Exhibit A - Pricing**
  - **Exhibit B - ISA Terms and Conditions**
  - **Exhibit C - Affidavits**
  - **Exhibit D - Contractor's Standard Terms and Conditions consisting of:**
    - **Exhibit D.1 - Taser 7 Agreement**
    - **Exhibit D.2 - Master Services and Purchasing Agreement**
  - **Exhibit E - Contractor's Hardware Warranty**
  - **Exhibit F - Service Level Warranty**
- **Purchase Orders (and PO Changes),**

In the event of conflicting provisions, all documents shall be construed in the order listed above.

### Comparison to Standard

---

This contract is initiated by and between The Metropolitan Government of Nashville and Davidson County (METRO) and - ~~Enter Legal Name (CONTRACTOR)~~  
~~Axon Enterprise, Inc. (CONTRACTOR)~~ located at ~~Enter Address, City, ST ZIP-~~  
~~17800 North 85th Street, Scottsdale, AZ 85255 resulting from an approved sole source signed by Metro's Purchasing Agent.~~ This Contract consists of the following documents:

- ~~Any~~
- ~~Any~~ properly executed contract amendment (most recent with first priority),
- This document, including exhibits,
- Exhibit A - ~~{Enter Description (i.e. Hourly Rates)}~~  
Pricing
- Exhibit B - ~~{Enter Description (i.e. Task Details)}~~



## Contract Standards Deviations

### ISA Terms and Conditions

~~• Exhibit C~~

~~• Exhibit C - ~~{Enter Description (i.e. ISA Affidavits~~~~

~~• Exhibit D - Contractor's Standard Terms and Conditions}~~  
~~Conditions consisting of:~~

~~• The solicitation documentation for RFQ# [Enter Number]~~

~~• Exhibit D.1 - Taser 7 Agreement~~

~~• Exhibit D.2 - Master Services and ~~affidavit(s) (all made a part of this contract by reference),~~  
Purchasing Agreement~~

~~• Purchase~~

~~• Exhibit E - Contractor's Hardware Warranty~~

~~• Exhibit F - Service Level Warranty~~

~~• Purchase Orders (and PO Changes), -~~

~~• CONTRACTOR's response to the solicitation,~~

~~• Equal Business Opportunity (EBO) Program forms (incorporated by reference).~~



## Contract Standards Deviations

|                    |  |
|--------------------|--|
| Deviation Category | Non-Standard clauses   |
| Clause Title       | 2.1. 35:Duties and Responsibilities                                |
| Section            | 2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS: |
| Deviation          | Standard clause modified   |

### Clause Text

---

CONTRACTOR agrees to provide TASER cartridges and accessories.

### Comparison to Standard

---

CONTRACTOR agrees to provide ~~the goods and/or services as briefly described below~~ TASERS, TASER cartridges and ~~accessories, more fully defined in the solicitation.~~



## Contract Standards Deviations

|                    |                          |
|--------------------|--------------------------|
| Deviation Category | Non-Standard clauses     |
| Clause Title       | 3.1. 36:Contract Term    |
| Section            | 3. CONTRACT TERM         |
| Deviation          | Standard clause modified |

### Clause Text

---

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

### Comparison to Standard

---

The Contract ~~Term will~~  
Term will begin on the date this Contract is approved by all required parties and filed in ~~the Metropolitan~~  
the Metropolitan Clerk's ~~Office. The Contract~~  
Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. -

~~—This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in~~  
In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.



## Contract Standards Deviations

|                    |                          |
|--------------------|--------------------------|
| Deviation Category | Non-Standard clauses     |
| Clause Title       | 4.1. 38:Contract Value   |
| Section            | 4. COMPENSATION          |
| Deviation          | Standard clause modified |

### Clause Text

---

This Contract has an estimated value of \$6,500,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as deliveries are received and METRO is, invoiced.

### Comparison to Standard

---

This Contract has an estimated value of ~~-\${Agreement Amount}~~  
~~\$6,500,000.00~~. The pricing ~~details are~~  
~~details are~~ included ~~in Exhibit~~  
~~in Exhibit~~ A and are made a part of this Contract by reference. ~~CONTRACTOR~~  
~~CONTRACTOR~~ shall be paid as ~~work is completed~~  
~~deliveries are received~~ and METRO ~~is accordingly,~~  
~~is,~~ invoiced.



## Contract Standards Deviations

|                    |                              |
|--------------------|------------------------------|
| Deviation Category | Non-Standard clauses         |
| Clause Title       | 4.3. 135:Payment Methodology |
| Section            | 4. COMPENSATION              |
| Deviation          | Standard clause modified     |

### Clause Text

---

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. METRO may reject products that do not match the products listed in the purchase order, are damaged, or non-functional upon receipt ("Nonconforming Product") by providing CONTRACTOR written notice of rejection within 10 days of shipment. In the event METRO receives a Nonconforming Product, METRO's sole remedy is to return the product to CONTRACTOR for repair or replacement as further described in Exhibit E. Failure to notify CONTRACTOR within the 10-day rejection period will be deemed as acceptance of product.

### Comparison to Standard

---

Payment in accordance with ~~the terms~~ the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance ~~with Exhibit~~ with Exhibit A of this ~~Contract.~~

Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this ~~Contract. Compensation shall be contingent upon~~ Contract. METRO may reject products that do not match the ~~satisfactory provision~~ products listed in the purchase order, are damaged, or non-functional upon receipt ("Nonconforming Product") by providing CONTRACTOR written notice of rejection within 10 days of shipment. In the ~~products and/or services~~ event METRO receives a Nonconforming Product, METRO's sole remedy is to return the product to CONTRACTOR for repair or replacement as determined by METRO. further described in Exhibit E. Failure to notify CONTRACTOR within the 10-day rejection period will be deemed as acceptance of product.



## Contract Standards Deviations

|                    |                                  |
|--------------------|----------------------------------|
| Deviation Category | Non-Standard clauses             |
| Clause Title       | 4.4. 27:Escalation/De-escalation |
| Section            | 4. COMPENSATION                  |
| Deviation          | Standard clause modified         |

### Clause Text

This Contract is eligible for annual escalation/de-escalation price adjustments up to the higher 3% or the Consumer Price Index (CPI, provided that pricing shall not increase more than 3% in any year. The request for adjustment must be in accordance with Exhibit A and Consumer Price Index (CPI), as applicable. The request for escalation/de-escalation must be submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the **annual anniversary** of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office per the processed Letter of Acceptance signed by both parties.

### Comparison to Standard

This Contract is eligible for annual escalation/de-escalation ~~adjustments.~~ price adjustments up to the higher 3% or the Consumer Price Index (CPI, provided that pricing shall not increase more than 3% in any year. The request for adjustment must be in accordance with Exhibit A and Consumer Price Index (CPI), as applicable. The request for escalation/de-escalation must be submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's ~~Office.~~ Any Office. Any such adjustment, if approved by the Purchasing ~~Agent, shall~~ Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's ~~Office.~~

Office per the processed Letter of Acceptance signed by both parties.



## Contract Standards Deviations

|                    |                                 |
|--------------------|---------------------------------|
| Deviation Category | Non-Standard clauses            |
| Clause Title       | 4.6. 136:Invoicing Requirements |
| Section            | 4. COMPENSATION                 |
| Deviation          | Standard clause modified        |

### Clause Text

---

CONTRACTOR shall invoice METRO upon shipment of the products. If the purchase has any out-year obligations, CONTRACTOR shall invoice on the annual anniversary of the delivery date. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance.

### Comparison to Standard

---

CONTRACTOR shall ~~submit invoices for payment in a format acceptable to~~ invoice METRO ~~and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services.~~

~~upon shipment of the products. If the purchase has any out-year obligations,~~ CONTRACTOR shall ~~be paid as work is completed and invoices are approved by METRO.~~

invoice on the annual anniversary of the delivery date. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by ~~METRO.~~

METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery ~~of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition~~ of the ~~products and/or services caused by METRO.~~

non-conformance.





## Contract Standards Deviations

|                    |                          |
|--------------------|--------------------------|
| Deviation Category | Non-Standard clauses     |
| Clause Title       | 5.3. 33:Notice           |
| Section            | 5. TERMINATION           |
| Deviation          | Standard clause modified |

### Clause Text

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work including amounts owed, if any, under Section 3.2 of Exhibit D.1, Section 17.3 of Exhibit D.2, as applicable.

### Comparison to Standard

METRO may terminate this Contract at any time upon thirty (30) days written notice to ~~CONTRACTOR.~~ CONTRACTOR. Should METRO terminate this ~~Contract, CONTRACTOR shall~~ Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay ~~to CONTRACTOR~~ to CONTRACTOR the amount due for satisfactory ~~work.~~

work including amounts owed, if any, under Section 3.2 of Exhibit D.1, Section 17.3 of Exhibit D.2, as applicable.



## Contract Standards Deviations

|                    |   |
|--------------------|---|
| Deviation Category | Non-Standard clauses  |
| Clause Title       | 6.3. 230:Equal Business Opportunity (EBO) Program Requirement |
| Section            | 6. NONDISCRIMINATION  |
| Deviation          | Standard clause modified                                      |

### Clause Text

---

The Equal Business Opportunity (EBO) Program is not applicable to this Contract.

### Comparison to Standard

---

~~The consideration and contact of minority owned and/or woman owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of~~ is not applicable ~~to~~ this Contract.



## Contract Standards Deviations

|                    |                            |
|--------------------|----------------------------|
| Deviation Category | Non-Standard clauses       |
| Clause Title       | 7.1. 49:Proof of Insurance |
| Section            | 7. INSURANCE               |
| Deviation          | Standard clause modified   |

### Clause Text

---

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

### Comparison to Standard

---

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified ~~below.~~  
below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, ~~RFQ, Purchase~~  
~~RFQ, Purchase~~ Order, or Contract ~~number on~~  
number on the ACORD document.



Contract Standards Deviations

|                    |   |
|--------------------|---|
| Deviation Category | Non-Standard clauses  |
| Clause Title       | 7.5. 252:Errors and Omissions Liability Insurance (includes Cyber Liability & Technology E & O) |
| Section            | 7. INSURANCE  |
| Deviation          | Standard clause modified  |

**Clause Text**

---

Errors and Omissions Liability Insurance (includes Cyber Liability & Technology E & O) in the amount of one million (\$1,000,000.00) dollars.

**Comparison to Standard**

---

~~Technological~~ Errors and Omissions Liability Insurance (includes Cyber Liability & Technology E & O) in the amount of one million (\$1,000,000.00) ~~dollars(for software and hardware manufacturers & website designers).~~ dollars.



## Contract Standards Deviations

|                    |                                      |
|--------------------|--------------------------------------|
| Deviation Category | Non-Standard clauses                 |
| Clause Title       | 7.7. 55:Other Insurance Requirements |
| Section            | 7. INSURANCE                         |
| Deviation          | Standard clause modified             |

### Clause Text

---

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or coverages be reduced below the thresholds specified in this contract except on 30 days' prior written notice to:

**PROCUREMENTCOI@NASHVILLE.GOV (preferred method)**

**OR**

**DEPARTMENT OF FINANCE**

**PROCUREMENT DIVISION**

**730 2ND AVE SOUTH, STE 101**

**P.O. BOX 196300**

**NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and , in the event of a lawsuit or claim, policies if requested by METRO in lieu of or in addition to certificates of insurance, in the event required in connection with a lawsuit or claim.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

### Comparison to Standard

---

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or coverages be ~~materially~~ reduced below the thresholds specified in ~~coverage~~ this contract except on 30 days' prior written notice to:

~~PROCUREMENTCOI@NASHVILLE.GOV (preferred~~  
~~PROCUREMENTCOI@NASHVILLE.GOV (preferred~~ method)



## Contract Standards Deviations

OR  
DEPARTMENT OF FINANCE  
PROCUREMENT DIVISION  
730 2ND AVE SOUTH, STE 101  
P.O. BOX 196300  
NASHVILLE, TN 37219-6300

Provide certified copies of endorsements and , in the event of a lawsuit or claim, policies if requested by METRO in lieu of or in addition to certificates of ~~insurance.~~  
insurance, in the event required in connection with a lawsuit or claim.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are ~~completed.~~  
completed. Failure to maintain or renew ~~coverage and~~  
coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

~~Said insurance~~  
Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than ~~A-~~  
A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this ~~Contract, Commercial~~  
Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/  
Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same  
manner as specified for CONTRACTOR. CONTRACTOR ~~shall require~~  
shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

~~If CONTRACTOR~~  
If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.



## Contract Standards Deviations

|                    |   |
|--------------------|---|
| Deviation Category | Non-Standard clauses                              |
| Clause Title       | 8.5. 201:Information Security Breach Notification |
| Section            | 8. GENERAL TERMS AND CONDITONS                    |
| Deviation          | Standard clause modified                          |

### Clause Text

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 48 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

### Comparison to Standard

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within ~~24~~ 48 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help ~~Desk.~~ Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was ~~compromised.~~ compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach. \_\_\_\_\_



## Contract Standards Deviations

|                    |                                      |
|--------------------|--------------------------------------|
| Deviation Category | Standard clauses missing             |
| Clause Title       | 7.2. 50:Products Liability Insurance |
| Section            | 7. INSURANCE                         |
| Deviation          | Optional clause removed              |

### Clause Text

---

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is manufacturing or producing the goods purchased by METRO)





## Contract Standards Deviations

|                    |   |
|--------------------|---|
| Deviation Category | Standard clauses missing                  |
| Clause Title       | 7.3. 188:Professional Liability Insurance |
| Section            | 7. INSURANCE                              |
| Deviation          | Optional clause removed                   |

### Clause Text

---

In the amount of one million (\$1,000,000.00) dollars



## Contract Standards Deviations

|                    |  |
|--------------------|--|
| Deviation Category | Standard clauses missing                 |
| Clause Title       | 7.7. 253:Abuse and Molestation Insurance |
| Section            | 7. INSURANCE                             |
| Deviation          | Optional clause removed                  |

### Clause Text

---

Abuse and molestation Insurance in the amount of one million (\$1,000,000.00) dollars.



## Contract Standards Deviations

|                    |                                     |
|--------------------|-------------------------------------|
| Deviation Category | Standard clauses missing            |
| Clause Title       | 7.8. 251: Cyber Liability Insurance |
| Section            | 7. INSURANCE                        |
| Deviation          | Optional clause removed             |

### Clause Text

---

Cyber Liability Insurance in the amount of five million (\$5,000,000.00) dollars (for companies that have access to personal information (SSN's Addresses of employees, customers or students)).



## Contract Standards Deviations

|                    |                                |
|--------------------|--------------------------------|
| Deviation Category | Standard clauses missing       |
| Clause Title       | 8.2. 29:Warranty               |
| Section            | 8. GENERAL TERMS AND CONDITONS |
| Deviation          | Optional clause removed        |

### Clause Text

---

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

**Certificate Of Completion**

|  |                              |
|--|------------------------------|
| Envelope Id: A01AB487E93F4619819F487EDEE9B266                          | Status: Sent                 |
| Subject: URGENT! Metro Contract 6488663 with Axon Enterprises (Police) |                              |
| Source Envelope:   |                              |
| Document Pages: 110  | Signatures: 4                |
| Certificate Pages: 17  | Initials: 1                  |
| AutoNav: Enabled   | Envelope Originator:         |
| Envelope Stamping: Enabled   | Procurement Resource Group   |
| Time Zone: (UTC-06:00) Central Time (US & Canada)                      | 730 2nd Ave. South 1st Floor |
|  | Nashville, TN 37219          |
|  | prg@nashville.gov            |
|  | IP Address: 170.190.198.185  |

**Record Tracking**

|                                      |  |                    |
|--------------------------------------|--|--------------------|
| Status: Original                     | Holder: Procurement Resource Group                             | Location: DocuSign |
| 1/21/2022 10:16:50 AM                | prg@nashville.gov  |                    |
| Security Appliance Status: Connected | Pool: StateLocal   |                    |
| Storage Appliance Status: Connected  | Pool: Metropolitan Government of Nashville and Davidson County | Location: DocuSign |

**Signer Events**

| Signer Events  | Signature   | Timestamp                     |
|--|---|-------------------------------|
| Kelly Flannery/MJW                                   |  | Sent: 1/21/2022 10:25:26 AM   |
| MaryJo.Wiggins@nashville.gov                         |   | Viewed: 1/21/2022 10:26:06 AM |
| Security Level: Email, Account Authentication (None) |   | Signed: 1/21/2022 10:26:34 AM |
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|  | Using IP Address: 170.190.198.185   |                               |

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| Balogun Cobb   |  | Sent: 1/21/2022 10:26:46 AM   |
| balogun.cobb@nashville.gov                           |   | Viewed: 1/21/2022 10:35:45 AM |
| Security Level: Email, Account Authentication (None) |   | Signed: 1/21/2022 10:35:57 AM |
|  | Signature Adoption: Pre-selected Style  |                               |
|  | Using IP Address: 170.190.198.185   |                               |

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| Macy Amos  |  | Sent: 1/21/2022 10:36:10 AM   |
| macy.amos@nashville.gov                              |   | Viewed: 1/21/2022 10:44:51 AM |
| Security Level: Email, Account Authentication (None) |   | Signed: 1/21/2022 10:45:16 AM |
|  | Signature Adoption: Pre-selected Style  |                               |
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 ID: 0d31c261-5a65-4acf-b354-c111f8c8ca3f

|  |                             |
|--|-----------------------------|
| Procurement Resource Group                               | Sent: 1/21/2022 10:45:31 AM |
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| Metropolitan Government of Nashville and Davidson County |                             |
| Security Level: Email, Account Authentication (None)     |                             |

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| In Person Signer Events  | Signature  | Timestamp   |
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| Agent Delivery Events  | Status   | Timestamp   |
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| Certified Delivery Events  | Status   | Timestamp   |
| Carbon Copy Events   | Status   | Timestamp   |
| <p>Gary Clay<br/> Gary.Clay@nashville.gov<br/> Asst. Purchasing Agent<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>  | <div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 1/21/2022 10:25:21 AM<br/> Viewed: 1/21/2022 10:46:18 AM</p> |
| <p>Terri L. Ray<br/> Terri.Ray@nashville.gov<br/> Senior Procurement Officer<br/> Metropolitan Government of Nashville and Davidson County<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p> | <div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 1/21/2022 10:25:21 AM</p>                                    |
| <p>Samir Mehic<br/> samir.mehic@nashville.gov<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Accepted: 1/20/2022 12:07:52 PM<br/> ID: 0947ad4d-63d0-4a0e-a265-693709b22fec</p>   | <div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 1/21/2022 10:25:22 AM<br/> Viewed: 1/21/2022 10:28:17 AM</p> |
| <p>Ernest Franklin<br/> Ernest.Franklin@nashville.gov<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Accepted: 1/20/2022 12:21:14 PM<br/> ID: 8b581927-4adf-4714-9f55-745551c3d04f</p>                                 | <div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 1/21/2022 10:25:22 AM<br/> Viewed: 1/21/2022 10:26:24 AM</p> |
| <p>Ashley Goulden-Kiefer<br/> contracts@axon.com<br/> Security Level: Email, Account Authentication (None)<br/> <b>Electronic Record and Signature Disclosure:</b><br/> Not Offered via DocuSign</p>   | <div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 1/21/2022 10:25:23 AM</p>                                    |
| <p>Robert Driscoll<br/> bobby@axon.com<br/> VP, Assoc. General Counsel<br/> Axon Enterprise, Inc.<br/> Security Level: Email, Account Authentication (None)</p>  | <div style="border: 2px solid blue; padding: 5px; display: inline-block; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div> | <p>Sent: 1/21/2022 10:25:23 AM</p>                                    |

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Michelle A. Hernandez Lane  
 michelle.lane@nashville.gov  
 Chief Procurement Officer/Purchasing Agent  
 Metro  
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Kelly Flannery/TJE  
 Tom.Eddlemon@nashville.gov  
 Director of Finance  
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 sally.palmer@nashville.gov  
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Macy Amos  
 macy.amos@nashville.gov  
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Christopher Wood  
 Christopher.Wood@nashville.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
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Leander Dupie  
 Leander.dupie@nashville.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
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Amber Gardner  
Amber.Gardner@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
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Accepted: 12/29/2021 9:46:41 AM  
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Austin Kyle  
publicrecords@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
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Accepted: 1/20/2022 8:03:33 AM  
ID: 9d96056c-a132-4263-aa34-d63f9d1d4bef

Shane Page  
Spage@taser.com  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Barbara Gmerek  
Barbara.Gmerek@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
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ID: 78b64bda-1224-43f3-9314-187e911cac6c

Jason Spencer  
jason.spencer@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
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Allan White  
allan.white@nashville.gov  
Security Level: Email, Account Authentication  
(None)  
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ID: ebda4978-c9d8-400e-8fab-6b01126ffa0b

| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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