

METROPOLITAN AREA
PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE KENTUCKY TRANSPORTATION CABINET
AND

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)
SAM # VM1GLHWZXA96

This **AGREEMENT** is made and entered into this _____ day of _____ 2026, between the Commonwealth of Kentucky, Transportation Cabinet, party of the first part, hereinafter referred to as the **CABINET** and the Lexington-Fayette Urban County Government (LFUCG) party of the second part, hereinafter referred to as the **RECIPIENT**.

WITNESSETH:

WHEREAS, Sections 5303 (Metropolitan Planning Program, ALN #20.505) and Section 5304 (State Planning and Research Program, ALN #20.505), of the Title 49, United States, Chapter 53, Infrastructure Investment and Jobs Act (IIJA): Federal Transit Administration provides funds to assist in providing public transportation; and,

WHEREAS, the **RECIPIENT** has executed and filed with the **CABINET** an Application(s) incorporated by reference and also considered as Attachment A, requesting Federal financial participation in a program of public transportation (hereinafter referred to as the **PROJECT**), **CABINET** financial participation, and Local financial participation in accordance with Attachment(s) B-5303, B-5304; and,

WHEREAS, the **CABINET** and the Federal Transit Administration (hereinafter referred to as **FTA**), have determined that the **PROJECT** is in accordance with the purpose of the Formula Grant Program(s); and,

WHEREAS, the **RECIPIENT** desires, in accordance with its approved unified planning work program (UPWP) and budget(s) to permit the **PROJECT** to include the planning and administration services; and,

WHEREAS, the **RECIPIENT** desires in accordance with said UPWP and/or application to provide a program of public transportation to include transportation administration and planning or to provide coordination of public transportation activities, technical assistance, training, and planning support within the Lexington-Fayette Urban County Government (LFUCG) planning area.

WHEREAS, the **RECIPIENT** will agree to abide by guidance Circulars 8100.1C and 5010.1E,

NOW THEREFORE, in consideration of the mutual covenants herein set forth the **CABINET** and the **RECIPIENT** hereby agree as follows:

Section 1 **Project Description**

It is understood by both contracting parties that the effective date and duration of each Program Budget is noted in each Specific Program Attachment B, and

The **RECIPIENT** shall undertake and complete the **PROJECT** as described in its Unified planning work program (UPWP) in accordance with the terms and conditions of this **AGREEMENT**, 49 U.S.C. and applicable FTA Circulars, 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Attachment C); Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule (Attachment D), 49 CFR Part 18), Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations (Common Rule (Attachment D), 49 CFR Part 19), and any other regulation or directive issued by the **CABINET** or FTA. It is understood that this **PROJECT** is to provide public transportation services in accordance with the Unified planning work program (UPWP) and to provide coordinating and technical services in accordance with its application. Service adjustments may be necessary; however, no significant change in the basic service concept will be implemented without the mutual approval of both the **CABINET** and the **RECIPIENT**. Unless waived, the **RECIPIENT** shall comply with the requirements of Section 5333(b) of the Federal Transit Act, as stipulated by the U.S. Department of Labor conditions incorporated herein and made a part hereof as Attachment A, Special Section 5333(b) Warranty for Section 5303 or other applicable Labor conditions incorporated herein.

Section 2 **Duration of Project**

The **RECIPIENT** shall carry on and complete the **PROJECT** in accordance with Attachment B (July 1, 2026 – June 30, 2027) (Metropolitan Planning Program & State Planning and Research Program Budget and Period of Performance). Nothing in this **AGREEMENT** should be construed to prevent the duration of the project from being changed by mutual agreement of the **CABINET** and the **RECIPIENT**.

Section 3 **Project Funding**

It is expressly understood that funds for this **PROJECT** are being provided through an appropriation authorized under applicable Sections 5303 & 5304 of the Federal Transit Act. This is not a Research and Development Grant.

The total amended federal award for KY-2024-012-01 was \$1,653,128, and the award date was 7/29/2025. The total amount of federal funds obligated to Lexington-Fayette Urban County Government (LFUCG) from KY-2024-012-01 in this agreement is \$108,001.

It is the responsibility of the **CABINET** to obtain these funds from **FTA**. These funds may be authorized by either a single authorization or by a series of authorizations. The total cost of the **PROJECT** shall not exceed the amount indicated in the budget attached hereto as Attachment B, and made a part hereof unless approved in writing by the **CABINET**. The **RECIPIENT** agrees to provide local matching funds in the amount sufficient, together with the authorized funds, to assure funding for completion of the **PROJECT**. **PROJECT** costs are payable monthly by the **CABINET** upon presentation of invoices, which should include explanations and justifications for such funds requisitioned. Invoices shall comply with the expense categories in Attachment B. Ten (10) percent of the final invoice may be withheld pending completion and acceptance of an audit as required in Section 7.

It is understood that the value and character of all "in-kind" services must be approved by the **CABINET** prior to being credited to the **PROJECT**. All "in-kind" services must meet both **CABINET** and **FTA** eligibility and applicability requirements for Section 5303 & 5304 funding and the Common Rule (49 CFR Parts 18 and 19).

It is further understood that since this **PROJECT** is to provide public transportation services, budget adjustments may be necessary and may be allowed if they do not exceed the total sum set out above, subject to the approval of the **CABINET**. In order for the **RECIPIENT** to be reimbursed for costs, which are not listed in Attachment B, the **RECIPIENT** must obtain written approval from the **CABINET**.

Section 4 **Allowable Costs**

The **PROJECT** costs referred to in this **AGREEMENT** shall be comprised of the allowable costs incident to the performance of the **PROJECT** less applicable credit, to be determined in accordance with the standards set forth in 49 U.S.C. Section's 5303 & 5304 and applicable FTA circulars, 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards or other

appropriate federal management circular. **PROJECT** costs will be in accordance with the approved line item budget in Attachment B.

Statement of Financial Assistance

This contract is subject to a financial assistance contract between the Kentucky Transportation Cabinet and the Federal Transit Administration.

Section 5 **Assignability**

The **RECIPIENT** shall not assign any portion of the work to be performed under this **AGREEMENT**, except as set forth in the Unified planning work program (UPWP) or application, or execute any contract or amendment thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this **AGREEMENT** without the prior written concurrence of the **CABINET**.

Section 6 **Reporting and Records**

The **RECIPIENT** shall maintain and comply with all reporting requirements outlined by **FTA** and the **CABINET**. The **RECIPIENT** shall send to the **CABINET** a quarterly progress report, at a minimum.

The **RECIPIENT** shall establish and maintain, separate accounts for the **PROJECT**, either independently or within its existing accounting system, to be known as the **PROJECT** Account. All charges to the **PROJECT** Account shall be supported by properly executed invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges.

All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the **PROJECT** shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

The **RECIPIENT** shall retain all records for a period of three (3) years from the date of final payment under this contract.

Section 7 **Audit and Inspection**

The **RECIPIENT** shall have an independent certified audit performed in accordance with OMB 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards [This supersedes and streamlines Circulars A-21, A-87-A-110, and A122 (which have been placed in OMB guidance's); Circulars A-89, A-

11-, A-102, and A-133. Audits of States, Local Governments and Nonprofit Organizations]. The **RECIPIENT** shall permit the **CABINET**, the Comptroller General of the United States and Secretary of the United States Department of Transportation, or their authorized representatives, to inspect all **EQUIPMENT** and **PROPERTY** purchased by **RECIPIENT** as part of the **PROJECT**, all transportation services rendered by the **RECIPIENT** as part of the **PROJECT**, and all relevant **PROJECT** data and records. The **RECIPIENT** shall also permit the above named persons to review audits and working papers or audit the books, and accounts of the **RECIPIENT** pertaining to the **PROJECT**. **RECIPIENTS**, in accordance with OMB 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards are required to submit audit reports within 30 days after receipt of the auditor's report(s) to the Federal Audit Clearing House (FAC). In addition, two (2) original audit reports for each Fiscal Year that federal funds are expended under this **AGREEMENT** are to be submitted to the **CABINET** Office of Transportation Delivery, and postmarked within 30 calendar days after receipt of the Auditor's report or nine (9) months after the end of the Fiscal Year, whichever comes first in accordance with 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the due date falls on a Saturday, Sunday or Federal Legal Holiday, the audit is due the next business day. The **CABINET** Office of Transportation Delivery will utilize the issue date on the Independent Audit Report Letter as the receipt date unless the **RECIPIENT** provides evidence that the Audit Report was actually received (via hand delivery, Postal Mail or E-mail) on a different date. A **RECIPIENT's** board approval date of the audit or the Audit Report release date are not accepted dates of receipt. Any **RECIPIENT** expending less than \$1,000,000 in federal funds in a fiscal year, is not required to have a 2 CFR PART 200-Audit, but must submit an annual independent financial audit to the **CABINET** within 30 days after receipt of the auditor's report(s) or nine months after the end of the Fiscal Year, whichever comes first.

Subrecipients are to electronically submit the data collection form to the Federal Audit Clearinghouse (FAC) on time as required by 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This regulation requires that the data collection form must be submitted to FAC within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the fiscal year.

Section 8

Insurance

The **RECIPIENT** shall obtain insurance adequate to protect the **PROJECT PROPERTY** and **EQUIPMENT** as well as public liability insurance. The **RECIPIENT** shall certify to the **CABINET** the existence of such coverage before beginning vehicle operations, where applicable.

Section 9

Responsibility for Claims and Liabilities

The **RECIPIENT** shall be responsible for and save harmless the **CABINET** for all damage to life and property due to the activities of **RECIPIENT**, its subcontractors, agents or employees, in connection with their services under this **AGREEMENT**.

Section 10

Compliance with Commonwealth of Kentucky Motor Vehicle Laws

The **RECIPIENT** shall comply with all Motor Vehicle laws deemed appropriate to this **PROJECT** including Kentucky Revised Statute Chapter 281.

Section 11

Drug Free Workplace

The **RECIPIENT** shall comply with the U.S. DOT regulations, Drug-Free Workplace Requirements (grants), 49 C.F.R. Part 29, Subpart F.

Section 12

Compliance with Civil Rights Act of 1964 and Title VI

During the performance of this contract, the **RECIPIENT** for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations: The **RECIPIENT** will comply with the regulations of the **CABINET** relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The **RECIPIENT**, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, color, sex, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the **REGULATIONS**, including employment practices when the contract covers a program set forth in Appendix B of the **REGULATIONS**.
3. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the **RECIPIENT** for work to be performed under a subcontract including procurement of materials or equipment, each potential subcontractor or supplier

shall be notified by the **RECIPIENT** of the **RECIPIENT'S** obligations under this contract and the regulations relative to nondiscrimination on the ground of race, religion, color, sex, national origin, age, or disability.

4. Information and Reports: The **RECIPIENT** will provide all information and reports required by the **REGULATIONS**, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Cabinet to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the **RECIPIENT** will so certify to the **CABINET** as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the **RECIPIENT'S** noncompliance with the nondiscrimination provisions of this contract, the **CABINET** will impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding payment to the **RECIPIENT** under the contract until the contractor complies; and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.

Title VI of the Civil Rights Act of 1964 provides that "no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, In pursuit of this objective, the **RECIPIENT** must not (1) provide any service, financial aid, or benefit that is different from that provided to others; (2) subject an individual to segregation or separate treatment; (3) Restrict an individual in the enjoyment of any advantage or privilege enjoyed by others; (4) Deny any individual service, financial aid,

or benefit under the program; (5) Treat individuals differently in terms of whether they satisfy admission, eligibility, or membership; (6) Deny an individual the opportunity to participate in the provision of services; and (7) Deny a person the opportunity to participate as a member of a planning or advisory body. Reference FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for FTA Recipients."

The Title VI Notice of Protections Against Discrimination (Beneficiary Notice) should be adopted by the **RECIPIENT**. This notice should be posted on the **RECIPIENT** website, if applicable, and disseminated through such measures, including but not limited to, public hearings, posters, flyers, etc.

The **RECIPIENT** must have a plan to ensure access to programs and activities by persons with Limited English Proficiency (LEP).

Section 13

Compliance with Governor's Code of Fair Practice

During the performance of this contract, the **RECIPIENT** agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or disability. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, age, or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, age, or disability.
3. The contractor will send to each labor union or representative of workers, with which he had a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants

for employment. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Section 14 **Equal Employment Opportunity**

In connection with the execution of this **AGREEMENT**, the **RECIPIENT** shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, or disability. The **RECIPIENT** shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin, age, or disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection of training, including apprenticeship. The **RECIPIENT** will incorporate the foregoing requirements of this paragraph in all subcontracts for services covered by this **AGREEMENT**. Reference FTA Circular 4704.1, "Equal Employment Opportunity Program Guidelines for Grant Recipients."

The **RECIPIENT** must submit for approval an EEO/Affirmative Action Plan if they meet the following threshold: 50 or more transit-related employees and received capital or operating assistance in excess of \$1million the past year or received planning assistance in excess of \$250,000.

Section 15 **Interest of Members of or Delegates to Congress**

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this **AGREEMENT** or to any benefit arising there from.

Section 16 **Prohibited Interest**

No member, officer, or employee of the **CABINET** or of the **RECIPIENT** during his tenure or for one year thereafter shall have any interest, direct or indirect, in this **AGREEMENT** or the proceeds thereof.

Section 17 **Covenant Against Contingent Fees**

The **RECIPIENT** warrants that no person, selling agency or other organization has been employed or retained to solicit or secure this **AGREEMENT** upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach

or violation of this warrant, the **CABINET** shall have the right to annul this **AGREEMENT** without liability or, in this discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Section 18 **Applicable Laws**

This **AGREEMENT** shall be in accordance with the laws of the Commonwealth of Kentucky and the Federal Transit Administration.

Section 19 **Discrimination of Persons with Disabilities**

The **RECIPIENT** agrees to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, and with the Americans with Disabilities Act of 1990 (ADA), and applicable Federal regulations relating hereto, issued by the U.S. Department of Transportation, prohibiting discrimination against otherwise qualified persons with disabilities under any program or activity receiving federal financial assistance covered by this **AGREEMENT**.

Section 20 **Disadvantaged Business Enterprise Policy**

It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises as defined in 49 CFR part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this **AGREEMENT**. Consequently the DBE requirements of 49 CFR part 26 apply to this **AGREEMENT**.

DBE Obligation: The **RECIPIENT** or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR part 26 are given a level playing field in order to fairly participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this **AGREEMENT**. In this regard the **RECIPIENT** or contractors shall take all necessary and reasonable steps in accordance with 49 CFR part 26 to ensure that disadvantaged business enterprises have an opportunity to compete for and perform contracts. The **RECIPIENT** and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **RECIPIENT** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The **RECIPIENT'S** DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and

failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the **RECIPIENT** of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 *et seq.*).

The **RECIPIENT** shall look for ways to achieve the goals of the DBE Program through more race-neutral means in order to create a level playing field and increase opportunities for all small businesses, including DBE firms.

The **RECIPIENT** will make every effort to locate DBE's to purchase materials and services for use in the **PROJECT**. To demonstrate reasonable efforts to meet the Disadvantaged Business Enterprise contract goal, the **RECIPIENT** will provide documentation of the steps it has taken to obtain Disadvantaged Business Enterprise participation, including, but not limited to the following:

1. Attendance at a pre-bid meeting, if any, scheduled by the **RECIPIENT** to inform DBE's of subcontracting opportunities under a given solicitation;
2. Advertisement in general circulation media, trade association publications, and disadvantaged-focus media before bids or proposals are due;
3. Written notification to Disadvantaged Business Enterprises that are available that their interest in the contract is solicited;
4. Efforts made to select portions of the work proposed to be performed by DBE's in order to increase the likelihood of achieving the stated goal;
5. Efforts to negotiate with Disadvantaged Business Enterprises for specific sub-bids including at a minimum:
 - a. The names, addresses, and telephone numbers of Disadvantaged Business Enterprises that were conducted.
 - b. A description of the information provided to Disadvantaged Business Enterprises regarding the plans and specifications for portions of work to be performed.
 - c. A statement of why agreement was not reached with Disadvantaged Business Enterprises.
6. Explanation when a **RECIPIENT** determines that a Disadvantaged Business Enterprise is not qualified.

7. Effort made to assist the Disadvantaged Business Enterprise contacted that needed assistance in obtaining bonding or insurance required by the Kentucky Transportation Cabinet.

The **CABINET** will make available names of DBE's, that they have certified, that have the capability to furnish these materials or services. The **RECIPIENT** is advised that should they find a DBE from which they can purchase these materials or services it will then ask that the **CABINET** certify this DBE.

The **RECIPIENT** must create and maintain a bidders list of prime contractors and subcontractors on DOT-assisted projects. The following information must be included:

Firm Name
Firm Address
Status as a DBE or non-DBE firm
Age range of the firm (ranges determined by OTD)
Range of the Annual Gross Receipts (ranges determined by OTD) over the past three (3) fiscal years
Number of Employees
Industry Title (based on NAICS)

If as a condition of assistance the **RECIPIENT** has submitted and the **CABINET** has approved a disadvantaged business enterprise affirmative action program which the **RECIPIENT** agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the **RECIPIENT** of its failure to carry out the approved program the U.S. DOT shall impose such sanctions as noted in 49 CFR part 26, which sanctions may include termination of the **AGREEMENT** or other measures that may affect the ability of the **RECIPIENT** to obtain future U.S. DOT financial assistance.

The **RECIPIENT** should take all reasonable steps to eliminate obstacles for small business participation. To qualify as a small business, the standards of the Small Business Administration (SBA) must be met. Steps to help eliminate obstacles include, but are not limited to:

- Encourage bid packages to include portions of the contract that can be reasonably bid by small businesses
- Require a prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.

- Placing this statement in every bid package (any procurement \$20,000 and over): "In regard to the arrangement of the solicitation, times for the bid opening, delivery schedules, etc. these will be made in a manner to facilitate participation by Small Businesses Concerns. The definition, size standards, and average gross receipts of Small Businesses are found in 13 CFR Part 121."
- For non-traditional transit grants, Livability Bus Grants, and other transit grants/projects that reach out to other community or State entities, identify alternative acquisition strategies and structured procurements that will allow joint ventures consisting of small businesses, including DBE firms, to be able to competitively compete for prime contracting opportunities.

All this should be accomplished in a race and gender neutral manner.

Section 21

Model Clauses

Attachment C, Federally Required and Model Contract Clauses and Attachment D, current Federal Transit Administration Master Agreement (FTA MA), are herein made a part of this **AGREEMENT**. The **RECIPIENT** shall abide by the FTA Master Agreement. The **RECIPIENT** shall include the Model Clauses in all subcontracts entered into pursuant to this **AGREEMENT**.

Section 22

Disputes

Any dispute concerning a question of fact in connection with the work not disposed of by **AGREEMENT** between the **RECIPIENT** and the **CABINET** shall be referred to the Executive Director, Office of Transportation Delivery of the Transportation Cabinet of the Commonwealth of Kentucky, or his/her duly authorized representative.

Section 23

Termination

The **CABINET** may cancel this **AGREEMENT** at any time by giving thirty (30) days written notice of such cancellation to the **RECIPIENT** for any of the following reasons:

1. The **RECIPIENT** discontinues the use of the **EQUIPMENT** or **PROPERTY** during the **PROJECT** period for the purpose of providing public transportation services;
2. The **RECIPIENT** fails to provide or support public transportation services during the **PROJECT** period;

3. The **RECIPIENT** takes any action pertaining to this **AGREEMENT** without the approval of the **CABINET** and which, under the terms of this **AGREEMENT**, would have required the concurrence of the **CABINET**;
4. The commencement, prosecution or timely completion of the **PROJECT** by the **RECIPIENT** is, for any reason, rendered improbable, impossible or illegal;
5. The **RECIPIENT** shall be in default under any provision of this **AGREEMENT**.

Upon cancellation of this **AGREEMENT** under the provision of this paragraph, the **RECIPIENT** agrees to dispose of the **PROJECT EQUIPMENT** in accordance with the provisions of Section 6 of this **AGREEMENT**.

The **RECIPIENT** reserves the right to cancel this **AGREEMENT** by giving thirty (30) days written notice of such cancellation to the **CABINET**. The parties hereto may terminate this **AGREEMENT** at any time upon mutual written agreement, in which case the **EQUIPMENT** or **PROPERTY** will be disposed of in accordance with the provisions of Section 6 of this **AGREEMENT**.

Section 24 **Federal Award**

All Federal Transit Administration (FTA) Grants and grant amounts referenced in this **AGREEMENT** are subject to Federal Award and no funds will be reimbursed to the **RECIPIENT** by the **CABINET** until Federal Award by FTA is made. The **CABINET** will notify the **RECIPIENT** once Federal Award has been made.

Section 25 **Access to Records**

The contractor, as defined in KRS 45A.030 (9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for

production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)

This Section (Section 26) only applies to **RECIPIENT(S)** who are non profit 501(c)(3) corporations and is not applicable to other government agencies. This includes state and federal agencies, local governments and state universities.

Section 26 **Funding Out Provision**

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

Section 27 **Agreement Change**

Any proposed change in this **AGREEMENT** must be at the mutual consent of the **RECIPIENT** and the **CABINET** and must have prior written approval of the **CABINET**.

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary to conduct a review of the records of a private vendor that holds a contract to provide goods and/or services to the Commonwealth; and

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a mechanism should be created which would provide for review and assistance to an Executive Branch agency if said agency cannot obtain access to documents that it deems necessary during the course of an audit, investigation or any other inquiry by an Executive Branch agency that involves the review of documents; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, and 45A.230, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the request of an Executive Branch agency, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a private vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the request of an Executive Branch agency, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits, investigations or any other formal inquiry where a dispute has arisen as to what documents are necessary to conclude the inquiry.
- III. Upon receipt of a request by a state agency pursuant to Sections I & II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the private vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the private vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall effectuate any and all options that it possesses to obtain the documents in question, including, but not limited to, jointly initiating an action in the appropriate court for relief.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

Section 28

Disputes, Breaches, Defaults, and Litigation

- a) *Cabinet/FTA Interest.* Cabinet/FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and Cabinet/FTA reserves the right to concur in any settlement or compromise.
- b) *Notification to Cabinet/FTA; Flow Down Requirement.* If a current or prospective legal matter that may affect the Federal Government or State Government emerges, the Recipient must promptly notify the Cabinet. If a current or prospective legal matter that may affect the Federal Government emerges, the

Cabinet must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which Cabinet is located. In addition, the Recipient must include a similar notification requirement in its subagreements at every tier, for any agreement that is a “covered transaction” according to 2 C.F.R. §§ 180.220 and 1200.220.

1. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government or State Government as a party to litigation or a legal disagreement in any forum for any reason.
 2. Matters that may affect the Federal Government or State Government include, but are not limited to, the Federal and/or State Government’s interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal and/or State Government’s administration or enforcement of federal and/or state laws, regulations, and requirements.
 3. *Additional Notice to U.S. DOT Inspector General.* The Recipient must promptly notify the Cabinet if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The Cabinet must notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is located. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and the Cabinet, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient. In this paragraph, “promptly” means to refer information without delay and without change. This notification provision applies to all divisions of the Recipient, including divisions tasked with law enforcement or investigatory functions.
- c) *Federal Interest in Recovery.* The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement.

Notwithstanding the preceding sentence, the Recipient may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that the Recipient receives FTA's prior written concurrence.

- d) *Enforcement.* The Recipient must pursue its legal rights and remedies available under any third party agreement or any federal, state, or local law or regulation.

Section 29

MOA/PSC Exception Standard Terms and Conditions Revised February 2026

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the Contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes. KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

2.00 LRC Policies

This section does not apply to governmental or quasi-governmental entities.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

3.00 Choice of Law and Forum

This section does not apply to governmental or quasi-governmental entities.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00 Cancellation

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

5.00 Funding Out Provision

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

6.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

7.00 Authorized to do Business in Kentucky

This section does not apply to governmental or quasi-governmental entities.

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

Registration with the Secretary of State by a Foreign Entity

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.

Businesses can register with the Secretary of State at
<https://onestop.ky.gov/Pages/default.aspx>

8.00 Invoices for fees

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

9.00 Travel expenses, if authorized

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

10.00 Other expenses, if authorized herein

This section does not apply to governmental or quasi-governmental entities.

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

11.00 Purchasing and specifications

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

12.00 Conflict-of-interest laws and principles

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

13.00 Campaign finance

This section does not apply to governmental or quasi-governmental entities.

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

14.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized

representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

15.00 Social security

This section does not apply to governmental or quasi-governmental entities.

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

16.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination. A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

17.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act. This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

18.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
KRS Chapter 139 (SALES AND USE TAXES)
KRS Chapter 141 (INCOME TAXES)
KRS Chapter 337 (WAGES AND HOURS)
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

If applicable, the contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

Artificial Intelligence (AI)

Vendor agrees to adhere to CIO-126 Artificial Intelligence Policy.pdf, which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.



Master Services and Purchasing Agreement

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

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

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

- 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement 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. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

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

17. **Termination.**

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

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

17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, 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 five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

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, Customer, fiduciary, or employment relationship between the Parties.

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

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

19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.



Master Services and Purchasing Agreement

- 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, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: Linda Gorton

Name: Linda Gorton

Title: Mayor

Date: 6/18/2026

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

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

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

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

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

8. **Storage.**

8.1. **Unlimited Axon Device Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device.

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

8.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts.

8.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 20 years or more.

8.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("Streaming Video") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.

8.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

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- 8.7. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
- 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
- 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.
- 13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
- 13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
- 13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
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13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:

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

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

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

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value of the allowance. Axon does not provide refunds for unused portions of the allowance.

15. Carbyne Products and Services

15.1. **Privacy Policy.** Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

16. Prepared Products and Services.

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.



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17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
 18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
 19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 19.2. 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;
 - 19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 19.6. 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
 - 19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
 20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
 21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

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

1. Definitions.

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

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

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

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

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

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

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

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

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

5. Axon Responsibilities.

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

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

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

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

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

6. Customer Responsibilities.

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- 6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.
7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:
- 7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.
8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.
10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:
- 10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:
- 11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require
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additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

- 11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.
- 11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations**ACEIP Basic**

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Professional Services Appendix

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

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

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

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

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

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need
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• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

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

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • For the CEW Full-Service Package: On-site assistance included. • For the CEW Starter Package: Virtual assistance included.
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon Evidence Instructor Training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer's facility • For the CEW Starter Package: Training for up to 1 individual virtually
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

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

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

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

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

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

10. Signal Sidearm Installation Service.

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

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures

- Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:
 1. Public Defender Case Sharing
 2. Disclosure Portal
 3. Download Links

Training

- **Agency Trainers.** Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.
- **Partner Agencies:** Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.

Go-Live Plan

- Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.

Implementation document packet

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

Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. 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.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer



must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

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



Technology Assurance Plan Appendix

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

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("Device Refresh") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
4. **Dedrone Refresh.** Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("Dock Refresh"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is considered one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.
 - 3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-



Master Services and Purchasing Agreement

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

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

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

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

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Axon Fleet Specific Terms.**

- 3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 3.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 3.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

12. **Axon Outpost Specific Terms.**

- 3.4. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
13. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.
14. **Vandalism or Motor Vehicle Accident Warranty.** If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of



charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

15. Axon Lightpost Specific Terms.

- 3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

16. Wireless Offload Server

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
17. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.



Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.



Axon Virtual Reality Content Terms of Use Appendix

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

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

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

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

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

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

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:
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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer 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 Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. 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 the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer 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, Customer 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 Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer'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.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer'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. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining Customer's Axon Evidence account Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and devices for Customer leadership team(s) Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing Customer's Axon usage and trends to peers to establish best practices Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of Axon equipment Creating and monitoring RMAs on-site Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-annual voice of customer meetings with Axon's Device Management team Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services.**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly **Voice of Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



Axon Investigate Appendix

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

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix**1. Definitions.**

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. **"My90 Customer Content"** which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. **"My90 Non-Content Data"** which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. **"Survey Response"** which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. **"My90 Survey"** which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. **"Aggregated Survey Response"** which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
 2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
 7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
 8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
 9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
 10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
 11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
 12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
 13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
 14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.



Master Services and Purchasing Agreement

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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

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

Axon Event Offer Appendix

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

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

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

1. Definitions.

- 1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **"Dedrone Hardware"** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **"Dedrone Software"** means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.
- 1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. Customer Obligations.

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

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

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

4. **Data Protection.**

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

- 5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.
6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



Q-857354-46164TM

Issued: 05/22/2026

Quote Expiration: 06/15/2026

Estimated Contract Start Date: 09/01/2026

Account Number: 110328

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Lexington Police Dept - KY 2269 Frankfort Ct Lexington, KY 40510-9673 USA	Lexington Police Dept - KY 200 E Main St Lexington KY 40507-1310 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Christine Della Vecchia Phone: Email: cdellavecchia@axon.com Fax:	Tyson Carroll Phone: Email: tcarroll@lexingtonpolice.ky.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$13,092,524.46
ESTIMATED TOTAL W/ TAX	\$13,092,524.46

Discount Summary

Average Savings Per Year	\$759,033.51
TOTAL SAVINGS	\$3,795,167.55

Payment Summary

Date	Subtotal	Tax	Total
Aug 2026	\$2,618,504.94	\$0.00	\$2,618,504.94
Aug 2027	\$2,618,504.88	\$0.00	\$2,618,504.88
Aug 2028	\$2,618,504.88	\$0.00	\$2,618,504.88
Aug 2029	\$2,618,504.88	\$0.00	\$2,618,504.88
Aug 2030	\$2,618,504.88	\$0.00	\$2,618,504.88
Total	\$13,092,524.46	\$0.00	\$13,092,524.46

Quote Unbundled Price: \$16,196,562.00
Quote List Price: \$13,494,169.20
Quote Subtotal: \$13,092,524.46

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
10053	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$87,460.23)	(\$87,460.23)	\$0.00	(\$87,460.23)
10052	TRANSFER BALANCE - GOODS	1			\$1.00	(\$56,032.27)	(\$56,032.27)	\$0.00	(\$56,032.27)
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	659	60			\$0.00	\$0.00	\$0.00	\$0.00
M00049	OFFICER SAFETY PLAN T10	659	60	\$299.36	\$238.32	\$238.32	\$9,423,257.46	\$0.00	\$9,423,257.46
V00026	UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	659	60	\$18.28	\$13.00	\$13.00	\$514,020.00	\$0.00	\$514,020.00
B00096	FIXED CCTV STREAM PLAN	1500	60	\$11.72	\$10.83	\$10.83	\$974,700.00	\$0.00	\$974,700.00
A la Carte Hardware									
101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	10			\$4,000.00	\$0.00	\$0.00	\$0.00	\$0.00
101611	AXON VR - CONTROLLER - RIFLE VRMAR	5			\$5,499.00	\$0.00	\$0.00	\$0.00	\$0.00
102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	5			\$324.00	\$0.00	\$0.00	\$0.00	\$0.00
71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5			\$11.77	\$11.77	\$58.85	\$0.00	\$58.85
70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5			\$43.90	\$43.90	\$219.50	\$0.00	\$219.50
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5			\$600.00	\$100.00	\$500.00	\$0.00	\$500.00
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$600.00	\$600.00	\$0.00	\$600.00
100396	AXON TASER 10 - MAGAZINE - INERT RED	15			\$165.00	\$165.00	\$2,475.00	\$0.00	\$2,475.00
101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	15			\$165.00	\$165.00	\$2,475.00	\$0.00	\$2,475.00
101382	AXON FUSUS - CORE - LITE 512GB	20			\$200.00	\$200.00	\$4,000.00	\$0.00	\$4,000.00
74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5			\$1,800.96	\$1,800.96	\$9,004.80	\$0.00	\$9,004.80
101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5			\$2,000.00	\$2,000.00	\$10,000.00	\$0.00	\$10,000.00
H00002	AB4 Multi Bay Dock Bundle	83			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	1	60		\$32.98	\$7.58	\$454.80	\$0.00	\$454.80
85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	151	60		\$32.98	\$32.98	\$298,798.80	\$0.00	\$298,798.80
102610	AXON COMMUNITY LINK	659	60		\$16.27	\$16.27	\$643,315.80	\$0.00	\$643,315.80
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED ProLicense Bundle	659	60		\$32.76	\$32.76	\$1,295,330.40	\$0.00	\$1,295,330.40
		16	60		\$48.82	\$48.75	\$46,800.00	\$0.00	\$46,800.00
A la Carte Services									
102526	PSO 1-DAY ONSITE TRAINING	3			\$8,000.00	\$0.00	\$0.00	\$0.00	\$0.00
102526	PSO 1-DAY ONSITE TRAINING	1			\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
A la Carte Warranties									
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	10	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	20	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	49		\$8.19	\$8.19	\$2,006.55	\$0.00	\$2,006.55
101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	49		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Total	\$13,092,524.46	\$0.00	\$13,092,524.46
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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	659	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	22	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	725	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	725	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100859	AXON BODY - MOUNT - RAPIDLOCK HIGH RETENTION BELT CLIP	250	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	11704	AXON BODY - MOUNT - RAPIDLOCK JACKET	175	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	175	1	08/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	125	1	08/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	83	1	08/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	83	1	08/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	83	1	08/01/2026
FIXED CCTV STREAM PLAN	102658	AXON FUSUS - HARDWARE ALLOWANCE - CCTV STREAMS	1500	1	08/01/2026
OFFICER SAFETY PLAN T10	100122	AXON VR - HEADSET - BATTERY	27	1	08/01/2026
OFFICER SAFETY PLAN T10	100126	AXON VR - TACTICAL BAG	27	1	08/01/2026
OFFICER SAFETY PLAN T10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	22	1	08/01/2026
OFFICER SAFETY PLAN T10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	659	1	08/01/2026
OFFICER SAFETY PLAN T10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	08/01/2026
OFFICER SAFETY PLAN T10	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	08/01/2026
OFFICER SAFETY PLAN T10	100399	AXON TASER 10 - CARTRIDGE - LIVE	9890	1	08/01/2026
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	4620	1	08/01/2026
OFFICER SAFETY PLAN T10	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	08/01/2026
OFFICER SAFETY PLAN T10	100591	AXON TASER - CLEANING KIT	5	1	08/01/2026
OFFICER SAFETY PLAN T10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	609	1	08/01/2026
OFFICER SAFETY PLAN T10	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	50	1	08/01/2026
OFFICER SAFETY PLAN T10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	1	08/01/2026
OFFICER SAFETY PLAN T10	100748	AXON VR - CONTROLLER - TASER 10	27	1	08/01/2026
OFFICER SAFETY PLAN T10	100754	AXON VR - HEADSET - BATTERY CHARGING DOCK	6	1	08/01/2026
OFFICER SAFETY PLAN T10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	21	1	08/01/2026
OFFICER SAFETY PLAN T10	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	6	1	08/01/2026
OFFICER SAFETY PLAN T10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	08/01/2026
OFFICER SAFETY PLAN T10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	10	1	08/01/2026
OFFICER SAFETY PLAN T10	101751	AXON VR - HEADSET - HTC FOCUS VISION	27	1	08/01/2026
OFFICER SAFETY PLAN T10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	659	1	08/01/2026
OFFICER SAFETY PLAN T10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	22	1	08/01/2026
OFFICER SAFETY PLAN T10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	08/01/2026
OFFICER SAFETY PLAN T10	101886	SIGNAL SENSOR	659	1	08/01/2026
OFFICER SAFETY PLAN T10	101889	AXON SIGNAL - BATTERY - CR2032	659	1	08/01/2026
OFFICER SAFETY PLAN T10	102186	AXON TASER 10 - COMMAND BOX	1	1	08/01/2026
OFFICER SAFETY PLAN T10	20018	AXON TASER - BATTERY PACK - TACTICAL	66	1	08/01/2026
OFFICER SAFETY PLAN T10	20018	AXON TASER - BATTERY PACK - TACTICAL	659	1	08/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
OFFICER SAFETY PLAN T10	20018	AXON TASER - BATTERY PACK - TACTICAL	22	1	08/01/2026
OFFICER SAFETY PLAN T10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	9	1	08/01/2026
OFFICER SAFETY PLAN T10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	9	1	08/01/2026
OFFICER SAFETY PLAN T10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	9	1	08/01/2026
OFFICER SAFETY PLAN T10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	9	1	08/01/2026
OFFICER SAFETY PLAN T10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	9	1	08/01/2026
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	100832	AXON VR - CONTROLLER - HANDGUN VR19H	27	1	08/01/2026
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	101294	AXON VR - TABLET	27	1	08/01/2026
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	101300	AXON VR - TABLET CASE	27	1	08/01/2026
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	08/01/2026
A la Carte	100396	AXON TASER 10 - MAGAZINE - INERT RED	15	1	08/01/2026
A la Carte	101382	AXON FUSUS - CORE - LITE 512GB	20	1	08/01/2026
A la Carte	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	1	08/01/2026
A la Carte	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	1	08/01/2026
A la Carte	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	10	1	08/01/2026
A la Carte	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	1	08/01/2026
A la Carte	101408	AXON FUSUS - CORE - CAD	1	1	08/01/2026
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	5	1	08/01/2026
A la Carte	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	15	1	08/01/2026
A la Carte	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	08/01/2026
A la Carte	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	08/01/2026
A la Carte	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5	1	08/01/2026
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	3300	1	08/01/2027
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	3290	1	08/01/2028
OFFICER SAFETY PLAN T10	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	27	1	02/01/2029
OFFICER SAFETY PLAN T10	20373	AXON VR - TAP REFRESH 1 - HEADSET	27	1	02/01/2029
OFFICER SAFETY PLAN T10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	681	1	02/01/2029
OFFICER SAFETY PLAN T10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	83	1	02/01/2029
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	100210	AXON VR - TAP REFRESH 1 - TABLET	27	1	02/01/2029
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	27	1	02/01/2029
A la Carte	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	5	1	02/01/2029
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	3300	1	08/01/2029
OFFICER SAFETY PLAN T10	100400	AXON TASER 10 - CARTRIDGE - HALT	3290	1	08/01/2030
OFFICER SAFETY PLAN T10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	681	1	08/01/2031
OFFICER SAFETY PLAN T10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	83	1	08/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
FIXED CCTV STREAM PLAN	102641	AXON FUSUS - CCTV STREAMS	1500	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	101180	AXON TASER - DATA SCIENCE PROGRAM	659	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	101703	AXON VR - USER ACCESS - TASER SKILLS	659	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	20248	AXON TASER - EVIDENCE.COM LICENSE	659	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	20248	AXON TASER - EVIDENCE.COM LICENSE	2	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	659	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	73638	AXON STANDARDS - LICENSE	659	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6590	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	659	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	659	09/01/2026	08/31/2031
OFFICER SAFETY PLAN T10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	09/01/2026	08/31/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	48	09/01/2026	08/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	16	09/01/2026	08/31/2031
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	101909	AXON VR - USER ACCESS - TASER SKILLS TO FULL VR UPGRADE	659	09/01/2026	08/31/2031
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	659	09/01/2026	08/31/2031
A la Carte	102610	AXON COMMUNITY LINK	659	09/01/2026	08/31/2031
A la Carte	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	151	09/01/2026	08/31/2031
A la Carte	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	1	09/01/2026	08/31/2031

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN T10	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
OFFICER SAFETY PLAN T10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	659
OFFICER SAFETY PLAN T10	101193	AXON TASER - ON DEMAND CERTIFICATION	659
A la Carte	102526	PSO 1-DAY ONSITE TRAINING	1
A la Carte	102526	PSO 1-DAY ONSITE TRAINING	3

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN T10	100197	AXON VR - EXT WARRANTY - HEADSET	27	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	22	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	659	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	27	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	659	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	66	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	659	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	22	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	9	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	80464	AXON BODY - TAP WARRANTY - CAMERA	681	08/01/2027	08/31/2031
OFFICER SAFETY PLAN T10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	83	08/01/2027	08/31/2031
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	100213	AXON VR - EXT WARRANTY - TABLET	27	08/01/2027	08/31/2031
UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	27	08/01/2027	08/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	20	08/01/2027	08/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	10	08/01/2027	08/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	08/01/2027	08/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	08/01/2027	08/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	08/01/2027	08/31/2031
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	08/01/2027	08/31/2031
A la Carte	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	08/01/2027	08/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2269 Frankfort Ct	Lexington	KY	40510-9673	USA
1	2269 Frankfort Ct	Lexington	KY	40510-9673	USA

Payment Details

Aug 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$56,032.27)	\$0.00
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$87,460.23)	\$0.00
Year 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	659	\$270,300.29	\$0.00
Year 1	100396	AXON TASER 10 - MAGAZINE - INERT RED	15	\$516.47	\$0.00
Year 1	101382	AXON FUSUS - CORE - LITE 512GB	20	\$834.69	\$0.00
Year 1	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	\$104.34	\$0.00
Year 1	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$2,086.73	\$0.00
Year 1	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	10	\$0.00	\$0.00
Year 1	101391	AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	5	\$0.00	\$0.00
Year 1	101408	AXON FUSUS - CORE - CAD	1	\$125.20	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	20	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	10	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00
Year 1	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00
Year 1	101611	AXON VR - CONTROLLER - RIFLE VRM4R	5	\$0.00	\$0.00
Year 1	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	15	\$516.47	\$0.00
Year 1	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	5	\$0.00	\$0.00
Year 1	102526	PSO 1-DAY ONSITE TRAINING	3	\$0.00	\$0.00
Year 1	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,669.38	\$0.00
Year 1	102610	AXON COMMUNITY LINK	659	\$134,242.54	\$0.00
Year 1	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	\$45.80	\$0.00
Year 1	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	\$12.28	\$0.00
Year 1	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5	\$1,879.06	\$0.00
Year 1	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	\$418.71	\$0.00
Year 1	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	1	\$94.90	\$0.00
Year 1	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	151	\$62,351.20	\$0.00
Year 1	B00096	FIXED CCTV STREAM PLAN	1500	\$203,393.43	\$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	83	\$0.00	\$0.00
Year 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	659	\$0.00	\$0.00
Year 1	M00049	OFFICER SAFETY PLAN T10	659	\$1,966,378.04	\$0.00
Year 1	ProLicense	Pro License Bundle	16	\$9,765.89	\$0.00
Year 1	V00026	UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	659	\$107,262.02	\$0.00
Total				\$2,618,504.94	\$0.00

Aug 2027					
Invoice Plan	Item	Description	Qty	Subtotal	Tax
Year 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	659	\$256,257.53	\$0.00
Year 2	100396	AXON TASER 10 - MAGAZINE - INERT RED	15	\$489.63	\$0.00
Total				\$256,257.53	\$0.00

Aug 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101382	AXON FUSUS - CORE - LITE 512GB	20	\$791.33	\$0.00	\$791.33
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	\$98.92	\$0.00	\$98.92
Year 2	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$1,978.32	\$0.00	\$1,978.32
Year 2	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	10	\$0.00	\$0.00	\$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	\$0.00	\$0.00	\$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$118.70	\$0.00	\$118.70
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	20	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101611	AXON VR - CONTROLLER - RIFLE VRM4R	5	\$0.00	\$0.00	\$0.00
Year 2	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	15	\$489.63	\$0.00	\$489.63
Year 2	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	5	\$0.00	\$0.00	\$0.00
Year 2	102526	PSO 1-DAY ONSITE TRAINING	3	\$0.00	\$0.00	\$0.00
Year 2	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,582.65	\$0.00	\$1,582.65
Year 2	102610	AXON COMMUNITY LINK	659	\$127,268.31	\$0.00	\$127,268.31
Year 2	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	\$43.42	\$0.00	\$43.42
Year 2	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	\$11.64	\$0.00	\$11.64
Year 2	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5	\$1,781.44	\$0.00	\$1,781.44
Year 2	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	\$396.96	\$0.00	\$396.96
Year 2	85759	AXON AUTO-TRANSCRIBE - MINUTES - A LA-CARTE 1000	1	\$89.97	\$0.00	\$89.97
Year 2	85759	AXON AUTO-TRANSCRIBE - MINUTES - A LA-CARTE 1000	151	\$59,111.90	\$0.00	\$59,111.90
Year 2	B00096	FIXED CCTV STREAM PLAN	1500	\$192,826.64	\$0.00	\$192,826.64
Year 2	H00002	AB4 Multi Bay Dock Bundle	83	\$0.00	\$0.00	\$0.00
Year 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	659	\$0.00	\$0.00	\$0.00
Year 2	M00049	OFFICER SAFETY PLAN T10	659	\$1,864,219.87	\$0.00	\$1,864,219.87
Year 2	ProLicense	Pro License Bundle	16	\$9,258.53	\$0.00	\$9,258.53
Year 2	V00026	UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	659	\$101,689.49	\$0.00	\$101,689.49
Total				\$2,618,504.88	\$0.00	\$2,618,504.88

Aug 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	659	\$256,257.53	\$0.00	\$256,257.53
Year 3	100396	AXON TASER 10 - MAGAZINE - INERT RED	15	\$489.63	\$0.00	\$489.63
Year 3	101382	AXON FUSUS - CORE - LITE 512GB	20	\$791.33	\$0.00	\$791.33
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	\$98.92	\$0.00	\$98.92
Year 3	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$1,978.32	\$0.00	\$1,978.32
Year 3	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	10	\$0.00	\$0.00	\$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	\$0.00	\$0.00	\$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$118.70	\$0.00	\$118.70
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	20	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 3	101611	AXON VR - CONTROLLER - RIFLE VRM4R	5	\$0.00	\$0.00	\$0.00
Year 3	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	15	\$489.63	\$0.00	\$489.63
Year 3	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	5	\$0.00	\$0.00	\$0.00
Year 3	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,582.65	\$0.00	\$1,582.65
Total				\$2,618,504.88	\$0.00	\$2,618,504.88

Aug 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	102526	PSO 1-DAY ONSITE TRAINING	3	\$0.00	\$0.00	\$0.00
Year 3	102610	AXON COMMUNITY LINK	659	\$127,268.31	\$0.00	\$127,268.31
Year 3	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	\$43.42	\$0.00	\$43.42
Year 3	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	\$11.64	\$0.00	\$11.64
Year 3	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5	\$1,781.44	\$0.00	\$1,781.44
Year 3	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	\$396.96	\$0.00	\$396.96
Year 3	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	151	\$59,111.90	\$0.00	\$59,111.90
Year 3	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	1	\$89.97	\$0.00	\$89.97
Year 3	B00096	FIXED CCTV STREAM PLAN	1500	\$192,826.64	\$0.00	\$192,826.64
Year 3	H00002	AB4 Multi Bay Dock Bundle	83	\$0.00	\$0.00	\$0.00
Year 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	659	\$0.00	\$0.00	\$0.00
Year 3	M00049	OFFICER SAFETY PLAN T10	659	\$1,864,219.87	\$0.00	\$1,864,219.87
Year 3	ProLicense	Pro License Bundle	16	\$9,258.53	\$0.00	\$9,258.53
Year 3	V00026	UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	659	\$101,689.49	\$0.00	\$101,689.49
Total				\$2,618,504.88	\$0.00	\$2,618,504.88

Aug 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	659	\$256,257.53	\$0.00	\$256,257.53
Year 4	100396	AXON TASER 10 - MAGAZINE - INERT RED	15	\$489.63	\$0.00	\$489.63
Year 4	101382	AXON FUSUS - CORE - LITE 512GB	20	\$791.33	\$0.00	\$791.33
Year 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	\$98.92	\$0.00	\$98.92
Year 4	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$1,978.32	\$0.00	\$1,978.32
Year 4	101390	AXON FUSUS - CORE - ELITE 2.0 4TB HDD	10	\$0.00	\$0.00	\$0.00
Year 4	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	\$0.00	\$0.00	\$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$118.70	\$0.00	\$118.70
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	20	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 4	101611	AXON VR - CONTROLLER - RIFLE VRM4R	5	\$0.00	\$0.00	\$0.00
Year 4	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	15	\$489.63	\$0.00	\$489.63
Year 4	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	5	\$0.00	\$0.00	\$0.00
Year 4	102526	PSO 1-DAY ONSITE TRAINING	3	\$0.00	\$0.00	\$0.00
Year 4	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,582.65	\$0.00	\$1,582.65
Year 4	102610	AXON COMMUNITY LINK	659	\$127,268.31	\$0.00	\$127,268.31
Year 4	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	\$43.42	\$0.00	\$43.42
Year 4	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	\$11.64	\$0.00	\$11.64
Year 4	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5	\$1,781.44	\$0.00	\$1,781.44
Year 4	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	\$396.96	\$0.00	\$396.96
Year 4	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	1	\$89.97	\$0.00	\$89.97
Year 4	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	151	\$59,111.90	\$0.00	\$59,111.90
Year 4	B00096	FIXED CCTV STREAM PLAN	1500	\$192,826.64	\$0.00	\$192,826.64
Year 4	H00002	AB4 Multi Bay Dock Bundle	83	\$0.00	\$0.00	\$0.00
Year 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	659	\$0.00	\$0.00	\$0.00
Year 4	M00049	OFFICER SAFETY PLAN T10	659	\$1,864,219.87	\$0.00	\$1,864,219.87
Year 4	ProLicense	Pro License Bundle	16	\$9,258.53	\$0.00	\$9,258.53
Year 4	V00026	UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	659	\$101,689.49	\$0.00	\$101,689.49
Total				\$2,618,504.88	\$0.00	\$2,618,504.88

Aug 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	659	\$256,257.53	\$0.00	\$256,257.53
Year 5	100396	AXON TASER 10 - MAGAZINE - INERT RED	15	\$489.63	\$0.00	\$489.63
Year 5	101382	AXON FUSUS - CORE - LITE 512GB	20	\$791.33	\$0.00	\$791.33
Year 5	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	5	\$98.92	\$0.00	\$98.92
Year 5	101389	AXON FUSUS - CORE - PRO AI 8TB HDD	5	\$1,978.32	\$0.00	\$1,978.32
Year 5	101390	AXON FUSUS - CORE - ELITE 2.0 44TB HDD	10	\$0.00	\$0.00	\$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	5	\$0.00	\$0.00	\$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$118.70	\$0.00	\$118.70
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	20	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	5	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101611	AXON VR - CONTROLLER - RIFLE VRIMAR	5	\$0.00	\$0.00	\$0.00
Year 5	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	15	\$489.63	\$0.00	\$489.63
Year 5	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	5	\$0.00	\$0.00	\$0.00
Year 5	102526	PSO 1-DAY ONSITE TRAINING	3	\$0.00	\$0.00	\$0.00
Year 5	102526	PSO 1-DAY ONSITE TRAINING	1	\$1,582.65	\$0.00	\$1,582.65
Year 5	102610	AXON COMMUNITY LINK	659	\$127,268.31	\$0.00	\$127,268.31
Year 5	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	\$43.42	\$0.00	\$43.42
Year 5	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	\$11.64	\$0.00	\$11.64
Year 5	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5	\$1,781.44	\$0.00	\$1,781.44
Year 5	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	\$396.96	\$0.00	\$396.96
Year 5	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	151	\$59,111.90	\$0.00	\$59,111.90
Year 5	85759	AXON AUTO-TRANSCRIBE - MINUTES - A-LA-CARTE 1000	1	\$89.97	\$0.00	\$89.97
Year 5	B00096	FIXED CCTV STREAM PLAN	1500	\$192,826.64	\$0.00	\$192,826.64
Year 5	H00002	AB4 Multi Bay Dock Bundle	83	\$0.00	\$0.00	\$0.00
Year 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	659	\$0.00	\$0.00	\$0.00
Year 5	M00049	OFFICER SAFETY PLAN T10	659	\$1,864,219.87	\$0.00	\$1,864,219.87
Year 5	ProLicense	ProLicense Bundle	16	\$9,258.53	\$0.00	\$9,258.53
Year 5	V00026	UPGRADE 2026 TASER SKILLS TO FULL VR PLAN	659	\$101,689.49	\$0.00	\$101,689.49
Total				\$2,618,504.88	\$0.00	\$2,618,504.88

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-325099, Q-567583, Q-606890, Q-663959, Q-693596, Q-736950, Q-773217, Q-823302,

Agency is terminating those contracts effective 9/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -\$143,492.50

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

TASER 7 trade in value is listed at \$150 per TASER 7 with a total value of \$98,850

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

Linda Gorton

Signature

6/18/2026

Date Signed

5/22/2026

