

RESOLUTION NO. 270-2016

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A FIVE-YEAR MASTER SERVICES AND PURCHASING AGREEMENT WITH TASER INTERNATIONAL, INC., FOR BODY WORN CAMERAS, FOR THE DIVISION OF POLICE, AT A COST NOT TO EXCEED \$879,995.00 FOR THE FIRST YEAR.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Five-Year Master Services and Purchasing Agreement, which is attached hereto and incorporated herein by reference, with Taser International, Inc., for body worn cameras, for the Division of Police.

Section 2 - That an amount, not to exceed the sum of \$879,995.00 for the first year, be and hereby is approved for payment to Taser International, Inc., from account #'s 1105-505502-76101, 3140-505502-75801 and 3140-505502-96201, pursuant to the terms of the Master Services and Purchasing Agreement.


Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 12, 2016

MAYOR



ATTEST:



CLERK OF URBAN COUNTY COUNCIL

PUBLISHED:

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MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

Lexington-Fayette Urban County Government

CITY Agreement Number:

MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Lexington-Fayette Urban County Government (**Agency, Party** or collectively **Parties**) having its principal place of business at 200 E. MAIN ST., Lexington, KY, 40507, is entered into as of May 16, 2016 (the **Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-56085-1 (the **Quote**), which is hereby attached as an Appendix herein. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the Parties agree as follows:

1 **Term.** This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party pursuant to Section 15. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of the Initial Term at the list price then in effect, unless the Agency gives TASER written notice of termination within sixty (60) days prior to the end of a one (1) year period. Notwithstanding the above, for the first two renewal years after the Initial Term, prices will not increase more than 10 percent over the value of the Initial Term.

1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions.**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by TASER, TASER affiliates, business partners of TASER or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means TASER web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance,

storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by TASER under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. TASER is not responsible for pricing, typographical, or other errors in any offer by TASER and TASER reserves the right to cancel any orders resulting from such errors. TASER reserves the right to adjust prices or Products unless otherwise specified in the Quote.

"Resolution Time" means the elapsed time between TASER's acknowledgment of an issue until the problem in the Services has been resolved, which does not include time delays caused by the Agency or by third parties outside of TASER's reasonable control.

"Services" means all services provided by TASER pursuant to this Agreement.

"Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

- 3** **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding.
- 4** **Taxes.** Unless TASER is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.
- 5** **Shipping; Title; Risk of Loss; Rejection.** TASER reserves the right to make partial shipments and products may ship from multiple locations. The Agency is responsible for all freight charges. Shipping dates are estimates only. The Agency may reject nonconforming Product by providing TASER written notice of rejection within 10 days of shipment. Failure to notify TASER within the 10 day rejection period will be deemed as acceptance of Product.
- 6** **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties.**

7.1 Hardware Limited Warranty. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 Warranty Limitations.

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

7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**

7.2.3 **TASER's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the greater of \$1,000,000 or the purchase price paid to TASER for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

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

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please

go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

8 **Product Warnings.** See our website at www.TASER.com for the most current product warnings.

9 **Design Changes.** TASER reserves the right to make changes in the design of any of TASER's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 **Insurance.** The Risk Management Provisions of RFP No. 3-2016 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to OWNER as required therein.

11 **Indemnification.** The Risk Management Provisions of RFP No. 3-2016 are incorporated herein by reference as if fully stated. Copies of the required Certificates of Insurance shall be provided to OWNER as required therein.

12 **IP Rights.** TASER owns and reserves all right, title, and interest in the TASER Products and related software, as well as any suggestions made to TASER.

13 **IP Indemnification.** TASER will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of TASER Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide TASER with prompt written notice of such a claim, tender to us the defense or settlement of such a claim at our expense, and cooperate fully with us in the defense or settlement of such a claim.

TASER has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by TASER; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 Agency Responsibilities.** The Agency is responsible for (i) use of TASER Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of TASER products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.
- 15 Termination.**
- 15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and TASER fails to cure the material breach or default, TASER will issue a refund of any prepaid amounts on a prorated basis.
- 15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 30 days prior to the end of the then current fiscal year.
- 15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.
- 15.4 After Termination.** TASER will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. TASER has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, TASER will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 15.5 Post-Termination Assistance.** TASER will provide Agency with the same post-termination

data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Agency Content will result in additional fees and TASER will not warrant or guarantee data integrity or readability in the external system.

16 General.

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term.
- 16.2 Excusable delays.** TASER will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER's reasonable control TASER has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

- 16.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as “commercial items,” “commercial computer software,” “commercial computer software documentation,” and “technical data” will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com 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, the Agency will immediately discontinue use of the Evidence.com Services. The terms “commercial item,” “commercial computer software,” “commercial computer software documentation,” and “technical data” are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party’s right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency’s Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

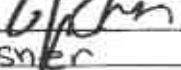
TASER: TASER International, Inc.
ATTN: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@taser.com

AGENCY:

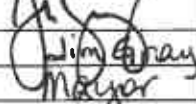
- 16.15 Entire Agreement.** This Agreement, including the APPENDICES attached hereto, including TASER's Request for Proposal Response dated February 17, 2016, and the Policies and the quote provided by TASER, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If TASER provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict. In the event there is a conflict between or among this agreement, the Policies, the quote, and Taser's Request for Proposal Response, the terms of the Request for Proposal Response will control.
- 16.16 Order of Precedence.** The relevant contract documents will be interpreted in the following order of precedence: TASER's Request for Proposal Response dated February 17, 2016, this Agreement and APPENDICES, and the Policies and Quote provided by TASER.
- 16.17 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

TASER International, Inc

Signature: 
Name: Josh Isner
Title: EVP, Global Sales
Date: 5/18/16
Address: 17800 N. 85th Street Scottsdale, AZ 85255

Lexington-Fayette Urban County Government

Signature: 
Name: Jim Gray
Title: Mayor
Date: 12-May-2016
Address: 200 E. MAIN ST., Lexington, KY, 40507

Attn: Contracts

Email: contracts@taser.com

Evidence.com Terms of Use Appendix

- 1 **Access Rights.** Upon the purchase or granting of a subscription from TASER and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 2 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and TASER obtains no rights to the Agency Content and the Agency Content are not business records of TASER. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. TASER will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 3 **Evidence.com Data Security.**
 - 3.1. **Generally.** TASER will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. TASER will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact TASER immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

 - 3.2. **FBI CJIS Security Addendum.** For customers based in the United States, TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 4 **Our Support.** TASER will make available updates as released by TASER to the Evidence.com Services. Updates may be provided electronically via the Internet. TASER will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically

burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 5 **Data Privacy.** TASER will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. TASER will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow TASER access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** TASER will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, TASER will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. TASER may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by TASER for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a TASER device. For use of Totally Unlimited Evidence.com Licenses TASER reserves the right to limit the types of non-Axon content the Agency can store and share using the Services. The Agency may purchase additional storage to accommodate non-Axon generated content. During the Term, the Agency may issue a purchase order to purchase additional ala carte storage from TASER.
- 7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. TASER reserves the right to charge additional fees for exceeding purchased storage amounts or for TASER's assistance in the downloading or exporting of Agency Content.
- 8 **Suspension of Evidence.com Services.** TASER may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
- 8.1. The Termination provisions of the Master Service Agreement apply;
 - 8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject TASER, TASER's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3. If TASER suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. TASER will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

- 9 **Software Services Warranty.** TASER warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. TASER disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 10 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

Professional Services Appendix

1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

<p>System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session Included</p>	
<p>Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using “admin” credentials from Agency. Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment. On site Assistance Included</p>	
<p>Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>	
<p>Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency’s desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.</p>	
<p>Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER’s observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.</p>	
<p>System Admin and troubleshooting training sessions 2 on-site sessions for up to 30 attendees per class—each providing a step-by-step explanation and assistance for Agency’s configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.</p>	
<p>Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER’s on-site professional services team will provide training for instructors who can support the Agency’s subsequent Axon camera and Evidence.com training needs.</p>	
<p>End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.</p>	
<p>Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and</p>	

categories & roles guide

Post go live review session

- 1.2. Additional training days may be added on to any service package for additional fees set forth in the Quote.
- 2 **Out of Scope Services.** TASER is responsible to perform only the Services described on the Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
- 3 **Delivery of Services.**
 - 3.1. **Hours and Travel.** TASER personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the Parties in advance. Travel time by TASER personnel to Agency premises will not be charged as work hours performed.
 - 3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the Parties in a change order. Changes may require an equitable adjustment in the charges or schedule.
- 4 **Authorization to Access Computer Systems to Perform Services.** The Agency authorizes TASER to access relevant Agency computers and network systems solely for the purpose of performing the Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to the Agency. The Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by the Agency.
- 5 **Site Preparation and Installation.** Prior to delivering any Services, TASER will provide 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by the Agency or TASER), the Agency must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, the Agency must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by TASER under this Agreement, including the environmental specifications for the Products, TASER will provide the updates or modifications to Agency when they are generally released by TASER to TASER customers.

- 6 **Acceptance Checklist.** TASER will present an Acceptance Checklist (**Checklist**) upon completion of the Services that will exactly mirror the description of services within this Section. The Agency will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If the Agency reasonably believes that TASER did not complete the Services in substantial conformance with this Agreement, the Agency must notify TASER in writing of the specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist. TASER will address the issues and then will re-present the Checklist for approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services within 10 business days of delivery of the Checklist, the absence of the Agency response will constitute affirmative acceptance of the Services, and a waiver of any right of rejection.
- 7 **Liability for Loss or Corruption of Data.** The Agency is responsible for: (i) instituting proper and timely backup procedures for Agency software and data; (ii) creating timely backup copies of Agency software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any Agency software or data in the event of any loss of, damage to, or corruption of the operational version of Agency software or data, even if such damage, loss, or corruption is due to TASER negligence. However, regardless of any assistance provided by TASER: (i) TASER will in no way be liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by TASER under this Section is without warranty, express or implied; and (iii) in no event will TASER be liable for loss of, damage to, or corruption of Agency data from any cause.

TASER Assurance Plan Appendix

The TASER Assurance Plan or "TAP" has been purchased as part of the Quote attached to this Agreement. TAP provides hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. The Agency may not buy more than one TAP for any one covered Product.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as the Agency continues to pay the required annual fees for TAP. The Agency may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. The Agency may not buy a new TAP for the replacement product or the Spare Product.
 - 3.1. Within 30 days of the end of the TAP Term the Agency must return to TASER all Spare Products. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh the allotted number of Spare Products with Upgrade Models if the Agency purchases a new TAP for the Upgrade Models.
- 4 **TAP Upgrade Models.** Upgrade Models are to be provided as follows during and/or after the TAP Term: (i) an upgrade will provided in year 3 if the Agency purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made, or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if the Agency purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after the Upgrade Models are received, the Agency must return the products to TASER or TASER will deactivate the serial numbers for the products received unless the Agency purchases additional Evidence.com licenses for the Axon camera products the Agency is keeping. The Agency may buy a new TAP for any Upgraded Model.

4.1. TAP Axon Camera Upgrade Models.

4.1.1. If the Agency purchased TAP for Axon Cameras as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

4.1.2. If the Agency purchased Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.

4.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If the Agency would like to change product models for the Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5. TAP Termination. If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs. TASER will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

5.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

5.2. TASER will not and has no obligation to provide the free Upgrade Models.

5.3. The Agency will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

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

- 5.5.** If the Agency received Axon Products free of charge and TAP is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the TAP before the termination date; or (b) only in the case of termination for non-appropriations, return the Products to TASER within 30 days of the date of termination.

Service Level Agreement Appendix

This Service Level Agreement (SLA) is a policy governing the use of the Evidence.com™ Service offerings.

- 1 **Service Commitment.** Apart from maintenance described in Section 2, TASER will use reasonable efforts to make the Service Offerings available 99.9% of the time 7 days per week on a 24-hour basis.
- 2 **Maintenance.**
 - 2.1 Scheduled maintenance will take place according to our prevailing routine maintenance schedule. Routine maintenance is currently scheduled on the fourth Tuesday of each month from 7:00 am to 8:00 pm Pacific Standard Time. Maintenance periods may periodically result in the Service Offerings being unavailable. When possible, TASER will give notice 1 week prior to any changes to the maintenance schedule.
 - 2.2 Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by TASER.
- 3 **After Hours Emergency Support.** Evidence.com Help Desk are available at Help@EVIDENCE.com.
- 4 **Response Times.**

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time*
Severity 1	<ul style="list-style-type: none"> • Business critical function is down • Material impact to Customer's business • No workaround exists 	As soon as possible, using reasonable commercial efforts	Less than 24 hours
Severity 2	<ul style="list-style-type: none"> • Business critical function is impaired or degraded • There are time-sensitive issues that materially impact ongoing production • Workaround exists, but it is only temporary 	1 Business Day	Less than 2 weeks
Severity 3	<ul style="list-style-type: none"> • Non-critical function down or impaired • Does not have significant current production impact • Performance is degraded 	1 Business Day	Mutually agreed timeframe based on prioritization.

* Resolution time is a target, but may not be possible with all reported issues depending on circumstances.

- 5 **Backup.** TASER will administer system backup according to our prevailing backup plan. The Agency retains rights to all Agency Content and user data contained in the backups in accordance with this Agreement. The Service Offerings will alert the Agency Administrator(s) of upcoming scheduled

evidence deletions within the system and the Agency Administrator(s) may delay deletion by either re-categorizing that evidence or by selecting the option to extend the retention period. Once evidence is deleted it is unrecoverable.

- 6 Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Evidence.com performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside TASER's direct control); (b) that result from any actions or inactions of the Agency or any third party; (c) that result from the Agency's communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received, or any other data issues related to the communication or data received from or through the Agency; (d) that result from Agency equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within TASER's direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from TASER's suspension and termination of Agency's right to use the Service Offerings in accordance with this Agreement.
- 7 Remedies.** In the event TASER fails to meet the Service Commitment in Section 1 of this SLA, or the Targeted Response Time in Section 4 of this SLA, the Agency will be eligible for:
- 7.1 Up-Time:** a service credit in the amount of 1/12th of the annual software cost of Evidence.com times 10%, provided the Agency notifies TASER within 30 days of such Service Commitment event.
- 7.2 Response Time:** Upon the second incident (within a contract year) that TASER fails to respond to a Severity 1 incident within the contracted timeframe, the Agency will receive a service credit in the amount of 1/12th of the annual software cost of Evidence.com times 10%, provided the Agency notifies TASER within 30 days of such event. Upon the third incident (within a contract year) that TASER fails to respond to a Severity 2 incident within the contracted timeframe, the Agency will receive a service credit in the amount of 1/12th of the annual software cost of Evidence.com times 10%, provided the Agency notifies TASER within 30 days of such event. Severity 3 – no credit unless TASER has been non-responsive.

Quote Appendix

TASER International
Protect Life. Protect Truth.

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

Doug Pope
 (859) 258-3615
 dpope@lexingtonpolice.ky.gov

Quotation

 Quote: Q-56085-1
 Date: 3/30/2016 10:51 AM
 Quote Expiration: 5/13/2016
 Contract Start Date*: 6/1/2016
 Contract Term: 5 years

AX Account Number:
 110328

Bill To:
 Lexington Police Dept - KY
 150 E. MAIN ST.
 Lexington, KY 40507
 US

Ship To:
 Doug Pope
 Lexington Police Dept - KY
 150 E. MAIN ST.
 Lexington, KY 40507
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jeffrey Childs		jchilds@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1 - Full Deployment Due Net 30 June 1, 2016 - May 31, 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
400	73096	CAMERA SYSTEM, AXON FLEX	USD 599.00	USD 239,600.00	USD 0.00	USD 239,600.00
400	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	73021	MULTI-MOUNTING OPTION KIT, FLEX	USD 199.95	USD 79,980.00	USD 0.00	USD 79,980.00
67	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 100,165.00	USD 0.00	USD 100,165.00
400	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 14,400.00	USD 14,400.00	USD 0.00
400	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 948.00	USD 379,200.00	USD 67,200.00	USD 312,000.00
16,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
150	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 70,200.00	USD 10,950.00	USD 59,250.00
4,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
24	73096	CAMERA SYSTEM, AXON FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
24	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
24	73021	MULTI-MOUNTING OPTION KIT, FLEX	USD 199.95	USD 4,798.80	USD 4,798.80	USD 0.00
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
400	73096	CAMERA SYSTEM, AXON FLEX	USD 599.00	USD 239,600.00	USD 239,600.00	USD 0.00
400	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 110,400.00	USD 36,400.00	USD 74,000.00
Year 1- Full Deployment Due Net 30 Total Before Discounts:						USD 1,253,343.80
Year 1- Full Deployment Due Net 30 Discount:						USD 373,348.80
Year 1- Full Deployment Due Net 30 Net Amount Due:						USD 879,995.00

Year 2 **June 1, 2017 - May 31, 2018**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
400	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 948.00	USD 379,200.00	USD 67,200.00	USD 312,000.00
16,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	85079	TASER ASSURANCE PLAN EIM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 14,400.00	USD 14,400.00	USD 0.00
150	89301	PROFESSIONAL EVIDENCE.COM LICENSE- YEAR 2 PAYMENT	USD 468.00	USD 70,200.00	USD 10,950.00	USD 59,250.00
4,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 110,400.00	USD 36,400.00	USD 74,000.00
Year 2 Total Before Discounts:						USD 574,200.00
Year 2 Discount:						USD 128,950.00
Year 2 Net Amount Due:						USD 445,250.00

Year 3 **June 1, 2018 - May 31, 2019**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
400	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 948.00	USD 379,200.00	USD 67,200.00	USD 312,000.00
16,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	85079	TASER ASSURANCE PLAN EIM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 14,400.00	USD 14,400.00	USD 0.00
150	89301	PROFESSIONAL EVIDENCE.COM LICENSE- YEAR 3 PAYMENT	USD 468.00	USD 70,200.00	USD 10,950.00	USD 59,250.00
4,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
400	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 110,400.00	USD 36,400.00	USD 74,000.00
Year 3 Total Before Discounts:						USD 574,200.00
Year 3 Discount:						USD 128,950.00
Year 3 Net Amount Due:						USD 445,250.00

Year 4 June 1, 2019 - May 31, 2020

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
400	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 948.00	USD 379,200.00	USD 67,200.00	USD 312,000.00
16,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 14,400.00	USD 14,400.00	USD 0.00
150	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 70,200.00	USD 10,950.00	USD 59,250.00
4,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 110,400.00	USD 36,400.00	USD 74,000.00
Year 4 Total Before Discounts:						USD 574,200.00
Year 4 Discount:						USD 128,950.00
Year 4 Net Amount Due:						USD 445,250.00

Year 5 June 1, 2020 - May 31, 2021

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
400	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 948.00	USD 379,200.00	USD 67,200.00	USD 312,000.00
16,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 36.00	USD 14,400.00	USD 14,400.00	USD 0.00
150	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 70,200.00	USD 10,950.00	USD 59,250.00
4,500	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
400	85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT	USD 276.00	USD 110,400.00	USD 36,400.00	USD 74,000.00
Year 5 Total Before Discounts:						USD 574,200.00
Year 5 Discount:						USD 128,950.00
Year 5 Net Amount Due:						USD 445,250.00

Subtotal	USD 2,660,995.00
Estimated Shipping & Handling Cost	USD 1,049.36
Grand Total	USD 2,662,044.36



**2016 Evidence.com Partner
Application Programming Interface
Usage Terms of Service**

Thank you for using TASER International, Inc.'s ("TASER") Evidence.com Partner Application Programming Interface, other developer services, and associated software (collectively, "APP"). By accessing or using TASER's API, you are agreeing to the terms below. Collectively, TASER refers to the terms below, terms within the accompanying API documentation, and any applicable policies and guidelines referenced herein as the "Terms." If you use the API as an interface to, or in conjunction with other TASER products or services, then the terms for those other products or services also apply.

1 DEFINITIONS.

- 1.1 **API Client** means the software that acts as the interface between Your computer and the server, which is already developed or to be developed by You.
- 1.2 **API Interface** means the software (interconnectivity) implemented by You to configure Your independent API Client Software to operate in conjunction with the API Service for your authorized Use.
- 1.3 **Evidence.com Agency** means Your Evidence.com subscription and account.
- 1.4 **Evidence.com Service** means TASER's web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by for use with Evidence.com. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.
- 1.5 **Evidence.com Partner API, API or TASER API** (collectively referred to as "API Service") means TASER's Application Programming Interface which provides a programmatic means to access data in Your Evidence.com Agency or integrate Your Evidence.com Agency with other systems.
- 1.6 **Use** means any operation on Your data that is enabled by the supported API functionality, such as, by way of example, Your use of any or all of the following the API Service configurations: (i) retrieve the necessary user and evidence data to provide to Your API Client that will perform custom analysis in support of Your policies; or (ii) create, update, and inactivate user accounts and groups, ensuring that Your Evidence.com Agency user and group configuration is in lockstep with your preferred central user repository.
- 1.7 **Your Content** means Your software, data, text, audio, video, images or Your other content or any of the Your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Evidence.com Agency account or otherwise transfer, process, use or store in connection with the Evidence.com Agency account.

2 PURPOSE AND LICENSE.

- 2.1 You may use the API Service, and the data, content and information made available through the API Service, in connection with a website or software application ("API Client") developed by You, in accordance with these Terms, including any and all restrictions and policies implemented by TASER from time to time with respect to the API Service. The API Service is designed to provide a programmatic means to access the data in your Evidence.com Agency. TASER may monitor Your use of the API Service to ensure quality, improve TASER products and services, and verify your compliance with these Terms. You agree to not interfere with such monitoring or otherwise obscure from TASER Your use of the API Service. You agree not to use the API Service for any commercial uses unless You obtain TASER's prior written approval.



**2016 Evidence.com Partner
Application Programming Interface
Usage Terms of Service**

-
- 2.2 Subject to the terms and conditions herein, including the restrictions set forth in Section 4, TASER grants You a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use the API Service, solely for Your Use in connection with Your API Client.
 - 2.3 The aforementioned license to use the API Service will automatically terminate upon any termination of the Master Services and Purchase Agreement ("MSPA") between You and TASER.
 - 2.4 TASER may set and enforce limitations on Your use of the API Service, such as a quota on operations, as outlined in Exhibit A attached hereto. TASER will use reasonable efforts to accommodate any use required beyond the designated limits, subject to additional terms and conditions.

3 API CONFIGURATION.

- 3.1 You will work independently to configure Your API Client with the API Service for Your applicable Use. The software permitting the above-referenced interconnectivity is referred herein as the "API Interface."
- 3.2 In order to access the API Service, You will be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of Your continued Use of the API Service. Any registration information You provide to TASER must be accurate and up to date and You will inform TASER promptly of any updates.
- 3.3 Upon Your successful registration, TASER will provide You documentation outlining relevant API Service information. TASER may, in its sole discretion, provide additional training and support to assist You with configuration of the API Interface. TASER will use commercially reasonable efforts to ensure access to the API Service.

4 INTELLECTUAL PROPERTY.

- 4.1 You acknowledge that all code for the API Service and Evidence.com Services were written exclusively by TASER and its affiliates and that the API Service and Evidence.com Services constitute TASER Intellectual Property. Intellectual Property as stated herein is defined as, any know-how, patent, trademark, service mark, design, business name, topographical or similar right; any copyright or other intellectual property monopoly right; or any interest or application (including by way of license) in any of the above. Except as expressly granted herein, TASER does not grant You any intellectual property rights or other propriety rights.
- 4.2 **Ownership.** Except for the license to use the API Service, You acknowledge and agree that You do not acquire ownership of any rights in API Service, Evidence.com Services or the content that is accessed through the API Service or Evidence.com Services, and that TASER and its affiliates own all right, title and interest in and to the API Service, Evidence.com Services, and its data and any modifications, alterations, translations or derivative works relating to the API Service and Evidence.com Services, including, but not limitation to, any code written by TASER in connection with the API Interface. Without limiting the foregoing, You will not file any application or registration for any Intellectual Property relating to the API Service or the Evidence.com Services.

- 5 **USE OF YOUR SERVICES AND INTERFACE.** Except as otherwise outlined herein, only You and Your officers, employees, agents, contractors, end-users, and personnel may utilize the API Interface, in accordance with these Terms. In connection therewith, You will execute Your own agreement with Your officers, employees, agents, contractors, end-users and personnel



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governing the API Interface and Your API Client. You will, and will require Your officers, employees, agents, contractors, end-users, and personnel to comply with (and not knowingly enable them to violate) applicable law, regulation, and these Terms in any use of the API Service.

6 TERM; TERMINATION.

6.1 Term. These Terms will commence upon Your initial access to and Use of the API Service and will continue in effect unless terminated in accordance with these Terms or upon termination of the MSPA.

Termination Either You or TASER may terminate Your Use of the API Service for any reason by providing 30 days advance written notice. TASER may terminate Your Use upon Your violation of any applicable law, regulation, or provision of these Terms, provided TASER provides notice of the violation to You and You fail to remedy the violation within ten (10) days. Except for a termination for cause, upon termination or notice of discontinuation, You will have sixty (60) days to discontinue use of the API Service, and Your rights under these Terms immediately terminate thereafter. Access and retrieval of Your Content during and after use of the TASER API is governed by your MSPA.

Post Termination Assistance. TASER will provide You with the same post-termination data retrieval assistance that TASER generally makes available to all customers. Requests for TASER to provide additional assistance in downloading or transferring Your Content will result in additional fees and TASER will not warrant or guarantee integrity or readability in the external system.

6.2 Surviving Provisions. When these Terms come to an end, those provisions that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4, 8, 9, 11, 12, 13, and 15.

7 PROHIBITIONS.

7.1 API Prohibitions. When using the API Service, You may not (or allow those acting on Your behalf to):

- 7.1.1 use the API Service in any way other than as expressly permitted or granted under these Terms;
- 7.1.2 alone or in conjunction with the Your API Client, use in any way that results in or could result in any security breach with respect to TASER or any of its affiliates or a violation of any applicable law or regulation or TASER's information technology security policies, as published by TASER from time to time;
- 7.1.3 perform an action with the intent of introducing to TASER products and services any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature;
- 7.1.4 interfere with, modify, disrupt or disable features or functionality of the API Service or the servers or networks providing the API Service, including without limitation, any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the API Service;
- 7.1.5 reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from the API Service, Evidence.com Services or any related software, except to the extent that this restriction is expressly prohibited by applicable law;
- 7.1.6 sublicense, sell, rent, lease, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, the API Service or Evidence.com Services to any third party except as expressly permitted herein



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- (consequently, You will not create an API Interface that functions substantially the same as the API Service and offer it for use by third parties);
- 7.1.7 provide use of the API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to the API Service or “frame” or “mirror” the API Service on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to the API Service; or
- 7.1.8 take any action or inaction resulting in illegal, unauthorized or other improper purposes.
- 8 **CONFIDENTIALITY.** During the Term of these Terms, the You and Your respective officers, employees, agents, contractors, end-users and personnel may have access to Confidential Information which is not generally known and which is considered proprietary by TASER. You agree not to object to TASER seeking injunctive relief on the grounds that TASER would suffer irreparable harm and that money damages would not be an adequate remedy in the event of breach. The provisions of this Section 8 do not limit or otherwise affect the right of the TASER to pursue any other remedies available to TASER for a breach or threatened breach, including recovery of monetary damages from You, Your employees or former employees. The terms of confidentiality will survive any expiration or termination of these Terms.
- 8.1 **Description of Confidential Information.** For purposes of these Terms: “Confidential Information” means any business or technical information disclosed directly or indirectly in writing, orally, by Your visual inspection or mental impression and/or to which You may have access during the term of these Terms that is marked as confidential or proprietary, including, but not limited to, trade secrets, copyrights, patent rights and other proprietary rights in and to TASER’s respective products and/or technology including, but not limited to; competitive practices; technical information; research and development; software and associated documentation; source code, object code, the software design, structure and organization, software screens, user interfaces and the engineering know-how implemented in the software; and business systems and techniques, all of which are not generally known by the public, as well as any trade secrets (as such term is defined by applicable law).
- 8.2 **Use of Confidential Information.** You will maintain, and obligate Your officers, employees, agents, contractors, end-users and personnel by written agreement to maintain, all Confidential Information in confidence during the Term and after termination of these Terms, and not to disclose the Confidential Information to anyone other than those directly involved with these Terms, and not to disclose or permit access by any third party to any Confidential Information, except to the extent disclosure is expressly permitted TASER or any affiliate of TASER, and not to use any Confidential Information except in the performance of these Terms. You must protect the confidentiality of, and take all reasonable steps to prevent disclosure of, the Confidential Information of TASER and prevent such information from falling into the public domain or the possession of unauthorized persons.
- 8.3 **Standard of Care.** You will protect the Confidential Information from disclosure and/or access by any person other than Your officers, employees, agents, contractors, end-users and personnel who have a need to know by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized access, dissemination, publication or use of the Confidential Information as You use to protect Your own confidential information of a like nature. You undertake to notify TASER promptly, in writing, of any unauthorized access, disclosure or use of the Confidential Information or any other breach of these Terms as soon as You become aware of such breach and will cooperate with TASER to regain possession of the Confidential Information and prevent its further unauthorized access, disclosure or use.



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8.4 **Exclusions.** These Terms impose no obligation upon You with respect to Confidential Information that: (a) was in Your possession before receipt from TASER; (b) is or becomes a matter of public knowledge through no fault of You; (c) is rightfully received by You from a third party without a duty of confidentiality; (d) is disclosed by TASER to a third party without a duty of confidentiality on the third party; (e) is independently developed by You, and supported by sufficient independent documentary evidence; (f) is disclosed under operation of law, except that the You will disclose only such information as is legally required and will provide TASER prompt notice of the applicable subpoena or court order such that TASER will have the opportunity to seek a protective order; (g) is required to be disclosed under the state Open Records law or (h) is disclosed by You with TASER's prior written approval.

9 **CONTENT.**

9.1 **Your Content.** As outlined in your MSPA, You control and own all right, title, and interest in and to Your Content and TASER obtains no rights to Your Content and Your Content is not business records of TASER. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. TASER will have limited access to Your Content solely for the purpose of providing and supporting the API and Evidence.com Services to You and Your end users. You represents that You own Your Content; and that none of Your Content or Your end users' use of Your Content or the API or Evidence.com Services will violate these Terms or applicable laws.

9.2 **API Content.** All content related to the API Service, other than Your Content or Your API Client content, is considered TASER's API Content. Such API content includes, without limitation, the design, structure and naming of the API Service fields in all responses and requests; the resources available within the API Service for which You take actions on, such as evidence, cases, users, reports, etc.; the structure of and relationship of the API Service resources; and the design of the API Service, in any part or as a whole.

9.3 **Prohibitions on API Content.** Unless expressly permitted by applicable law, You will not, and will not permit Your officers, employees, agents, contractors, end-users and personnel or others acting on Your behalf, to do the following with any API content returned from the API Interface:

- 9.3.1 Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
- 9.3.2 Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- 9.3.3 Misrepresent the source or ownership; or
- 9.3.4 Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or course of material.

10 **BRAND FEATURES.**

10.1 "Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features TASER. TASER hereby grants to You a nontransferable, non-sublicensable, nonexclusive license while these Terms are in effect to display TASER's Brand Features in connection with your Use of the API Service. You may only use TASER trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

11 **WARRANTIES.** THE API SERVICE IS PROVIDED TO YOU "AS IS," "WHERE IS," WITH ALL FAULTS AND EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER



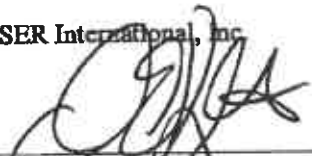
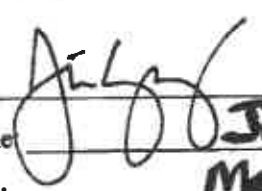
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- EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF THESE TERMS, COURSE OF DEALING OR USAGE OF TRADE. TASER DOES NOT WARRANT THAT THE API SERVICE OR ANY OTHER TASER PRODUCT OR SERVICE PROVIDED HEREUNDER WILL MEET ANY OF YOUR REQUIREMENTS OR THAT USE OF SUCH API SERVICE OR OTHER PRODUCTS OR SERVICES WILL BE ERROR FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE.
- 12 **LIMITATION ON LIABILITY.** IN NO EVENT WILL TASER BE LIABLE TO YOU OR YOUR OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, END-USERS, OR PERSONNEL FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF OR DAMAGE TO USE, DATA, BUSINESS, GOODWILL OR PROFITS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. INsofar AS APPLICABLE LAW PROHIBITS ANY LIMITATION ON LIABILITY HEREIN, THE PARTIES AGREE THAT SUCH LIMITATION WILL BE AUTOMATICALLY MODIFIED, BUT ONLY TO THE EXTENT SO AS TO MAKE THE LIMITATION COMPLIANT WITH APPLICABLE LAW.
- 13 **INDEMNIFICATION.**
- 13.1 **TASER's Indemnification.** TASER will indemnify and defend Your Indemnitees (You and Your officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against Your Indemnitees resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to these Terms, except in the case of Your negligent acts, omissions, willful misconduct or claims that fall under Workers Compensation coverage.
- TASER has no liability to You or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the API Service by You or any third party not approved by TASER; (b) use of the API Service in connection or in combination with equipment, devices, or services not approved or recommended by TASER; (c) the use of the API Service other than as permitted under these Terms or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any the API Service software provided by TASER as part of or in connection with the use of the API Service.
- 14 **UPDATES.** TASER may update or modify the API Service from time to time, to better serve You (in each instance, an "Update"). You are required to implement and use the most current version of the API Service and to make any applicable changes to Your API Client that are required as a result of such Update. Updates may adversely affect the manner in which Your API Client access or communicate with the API Service or the API Interface. Therefore, each API Client must contain means for You to update the API Client to the most current version of the API Service after any version has been depreciated. For non-website implementations, You must have means of remotely updated each API Client that has already been distributed to You. TASER will provide support for a one (1) year period following the release of an Update for all depreciated API Service versions.
- 15 **GENERAL PROVISIONS.**
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- 15.1 **Compliance with Laws.** You are responsible for complying with all applicable laws, rules and regulations, all third party rights and all TASER policies (provided to You), and You shall not use the API Service in a manner that violates such laws, rules, regulations, third parties' rights or any TASER policies (provided to You). For avoidance of doubt, You shall not distribute or provide access to applications You develop or the API Interface, in contravention of U.S. export control or trade law.
- 15.2 **Miscellaneous.** You agree that these Terms and all disputes or claims arising hereunder will be governed by the laws of the State of Kentucky without reference to conflict of laws principles, and will be litigated exclusively in the federal court of Fayette County, Kentucky, USA, and You consent to personal jurisdiction in that court. These Terms constitute the complete agreement between You and TASER on the subject matter covered herein. No waiver TASER of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by TASER. These Terms are binding upon Your successors and assigns. Other than as outlined here, these Terms may not be amended except by a writing signed by TASER and expressly declared to be an amendment or modification of these Terms. In the event that any one or more of the provisions of these Terms are unenforceable, the enforceability of the remaining provisions will be unimpaired, and the unenforceable provisions will be modified to reflect the parties' intention. You will not assign or otherwise transfer any of Your rights or delegate Your obligations hereunder and any such attempt is null and void. You and TASER are not legal partners or agents, but are independent contractors.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year written below.

TASER International, Inc	Lexington Fayette Urban County Govt.
By: 	By: 
Name: <u>Douglas R. Hart</u>	Name: <u>Jim Gray</u>
Title: <u>EVP & General Counsel</u>	Title: <u>Mayor</u>
Date: <u>9/26/2016</u>	Date: <u>8-10-16</u>

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**EXHIBIT A
API USAGE LIMITATIONS & RESTRICTIONS**

[Intentionally left blank]

Sharon A Jones

From: Martha Allen
Sent: Thursday, October 06, 2016 3:03 PM
To: Sharon A Jones
Subject: FW: Additional Taser Agreement
Attachments: SChiefs Off16100614311.pdf

Martha JN Allen
Council Clerk
Lexington-Fayette Urban County Government
200 E. Main St.
Lexington, KY 40507
Phone - 859-258-3241
Fax -- 859-258-3393

From: Happy, Renita 32519 [<mailto:rhappy@lexingtonpolice.ky.gov>]
Sent: Thursday, October 06, 2016 2:33 PM
To: Martha Allen
Subject: Additional Taser Agreement

The attached e-mail is for your information and filing. It is in addition to the previous Taser Agreement (R270-2016). Based on direction from the Department of Law, it did not require Council approval. Forwarding to you as additional information.

*Renita Happy
Administrative Specialist Principal
Lexington Police Department
Office of the Chief
150 E. Main Street
Lexington, KY 40507
(859) 258-3621*