



Amendment No. 7  
of  
NC170000028  
for  
Body Worn Cameras  
between  
Axon Enterprise, Inc. ("Contractor")  
and the  
City of Austin

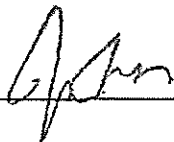
- 1.0 The City hereby amends this Contract by modifying Exhibit B, Offer, to include Quotation Q-140135-1 attached hereto.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 04/10/17 – 04/09/22	\$3,989,666.49	\$3,989,666.49
Amendment No. 1: Service Level Agreement Professional Services Agreement Assurance Agreement	\$0.00	\$3,989,666.49
Amendment No. 2: Vendor Name Change to Axon Enterprises, Inc.	\$0.00	\$3,989,666.49
Amendment No. 3: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 4: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 5: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 6: Modification to Exhibit B, Offer Administration Increase	\$58,999.31	\$4,048,665.80
Amendment No. 7: Modification to Exhibit B, Offer	\$0.00	\$4,048,665.80

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

11/6/17

Printed Name: \_\_\_\_\_

JOSHSNOS

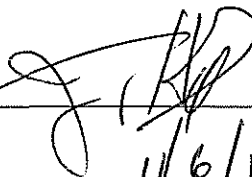
Authorized Representative

TASER International

17800 N. 85<sup>th</sup> Street

Scottsdale, AZ 85255

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

11/6/17

Jim Howard

Procurement Manager

City of Austin

Purchasing Office

124 W. 8<sup>th</sup> Street, Suite 310

Austin, TX 78701

**Axon Enterprise, Inc.***Protect Life.*

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



James Cartier  
 512-974-5560  
 james.cartier@austintexas.gov

**Quotation**

Quote: Q-140135-1  
 Date: 11/2/2017 1:23 PM  
 Quote Expiration: 10/31/2022  
 Contract Start Date\*: 11/3/2017  
 Contract Term: 5 years

**AX Account Number:**  
 132851

**Bill To:**  
 Austin Police Dept. - TX  
 FINANCIAL MANAGEMENT  
 P.O. BOX 1629  
 AUSTIN, TX 78767  
 US

**Ship To:**  
 James Cartier  
 Austin Police Dept. - TX  
 715 E. 8TH ST.  
 Austin, TX 78701  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Kristi Raschke		kraschke@axon.com	Fedex - Ground	Net 30

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

Contract Number: 00010963; Note these subscriptions have been prorated for the duration of the contract and expire with the existing contract.

**Hardware**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
3	70043	EVIDENCE.COM DOCK 2, SIX CAMERA BAY-HUB, T&E	USD 1,495.00	USD 4,485.00	USD 4,485.00	USD 0.00
Hardware Total Before Discounts:						USD 4,485.00
Hardware Discount:						USD 4,485.00
Hardware Net Amount Due:						USD 0.00

**TASER Assurance Plan**

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
15	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 1,080.00	USD 16,200.00	USD 16,200.00	USD 0.00
TASER Assurance Plan Total Before Discounts:						USD 16,200.00
TASER Assurance Plan Discount:						USD 16,200.00
TASER Assurance Plan Net Amount Due:						USD 0.00



Amendment No. 6  
of  
NC170000028  
for  
Body Worn Cameras  
between  
Axon Enterprise, Inc. ("Contractor")  
and the  
City of Austin

- 1.0 The City hereby amends this Contract by modifying Exhibit B, Offer, to include Quotation Q-134897-4 attached hereto.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 04/10/17 – 04/09/22	\$3,989,666.49	\$3,989,666.49
Amendment No. 1: Service Level Agreement Professional Services Agreement Assurance Agreement	\$0.00	\$3,989,666.49
Amendment No. 2: Vendor Name Change to Axon Enterprises, Inc.	\$0.00	\$3,989,666.49
Amendment No. 3: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 4: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 5: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 6: Modification to Exhibit B, Offer Administration Increase	\$58,999.31	\$4,048,665.80

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

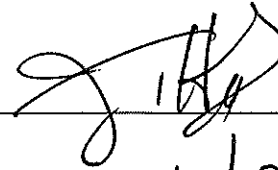
10/9/17

Printed Name: \_\_\_\_\_

Josh Isner

Authorized Representative  
TASER International  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

10/10/17

Jim Howard  
Procurement Manager  
City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Suite 310  
Austin, TX 78701

**Axon Enterprise, Inc.**

Protect Life.

17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 Phone: (800) 978-2737  
 Fax: (480) 991-0791



Ely Reyes  
 (512) 974-6956  
 ely.reyes@austintexas.gov

**Quotation**

Quote: Q-134897-4  
 Date: 10/5/2017 2:34 PM  
 Quote Expiration: 9/30/2017  
 Effective Date\*: 10/1/2017  
 Contract Number: 00010964  
 Contract Expiration Date: 5/14/2022  
 AX Account Number: 132851

Ship To:  
 Ely Reyes  
 Austin Police Dept. - TX  
 715 E. 8TH ST.  
 Austin, TX 78701  
 US

Bill To:  
 Austin Police Dept. - TX  
 FINANCIAL MANAGEMENT  
 P.O. BOX 1629  
 AUSTIN, TX 78767  
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Grayson	800-978-2737	agrayson@taser.com	Fedex - Ground	Net 30

\*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above.

**Year 1**

Due Net 30

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
12	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 299.00	USD 3,588.00
12	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00
12	74022	SM POCKET MOUNT, 4", AXON RAPIDLOCK	USD 0.00	USD 0.00
12	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 9.00	USD 18.00
2	74008	AXON DOCK, 8 BAY + CORE, AXON BODY 2	USD 747.50	USD 1,495.00
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 126.00	USD 252.00
12	80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD 553.00	USD 6,636.00
480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
			Year 1 Discount:	USD 2,747.00
			Year 1 Net Amount Due:	USD 11,989.00

**Year 2**

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 180.00	USD 360.00

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
12	80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	USD 948.00	USD 11,376.00
480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00

Year 2 Discount: USD 72.00

Year 2 Net Amount Due: USD 11,736.00

Year 3

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 180.00	USD 360.00
12	80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	USD 948.00	USD 11,376.00
480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00

Year 3 Discount: USD 72.00

Year 3 Net Amount Due: USD 11,736.00

Year 4

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 180.00	USD 360.00
12	80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	USD 948.00	USD 11,376.00
480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00

Year 4 Discount: USD 72.00

Year 4 Net Amount Due: USD 11,736.00

Year 5

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
2	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 180.00	USD 360.00
12	80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	USD 948.00	USD 11,376.00
480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00

Year 5 Discount: USD 72.00

Year 5 Net Amount Due: USD 11,736.00

Subtotal	USD 58,933.00
Estimated Shipping & Handling Cost	USD 66.31
Grand Total	USD 58,999.31



Amendment No. 5  
of  
NC170000028  
for  
Body Worn Cameras  
between  
Axon Enterprise, Inc. ("Contractor")  
and the  
City of Austin

1.0 The City hereby amends this Contract by modifying Exhibit B, Offer, attached hereto.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 04/10/17 – 04/09/22	\$3,989,666.49	\$3,989,666.49
Amendment No. 1: Service Level Agreement Professional Services Agreement Assurance Agreement	\$0.00	\$3,989,666.49
Amendment No. 2: Vendor Name Change to Axon Enterprises, Inc.	\$0.00	\$3,989,666.49
Amendment No. 3: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 4: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 5: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: \_\_\_\_\_

Handwritten signature of Josh Isner in black ink.

Date: \_\_\_\_\_

7/14/17

Printed Name: \_\_\_\_\_

Josh Isner  
Authorized Representative  
TASER International  
17800 N. 85th Street  
Scottsdale, AZ 85255

Signature: \_\_\_\_\_

Handwritten signature of Jim Howard in black ink.

Date: \_\_\_\_\_

7/17/17

Jim Howard  
Procurement Manager  
City of Austin  
Purchasing Office  
124 W. 8th Street, Suite 310  
Austin, TX 78701





Amendment No. 4  
of  
NC170000028  
for  
Body Worn Cameras  
between  
Axon Enterprise, Inc. ("Contractor")  
and the  
City of Austin

1.0 The City hereby amends this Contract by modifying Exhibit B, Offer, attached hereto.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 04/10/17 – 04/09/22	\$3,989,666.49	\$3,989,666.49
Amendment No. 1: Service Level Agreement Professional Services Agreement Assurance Agreement	\$0.00	\$3,989,666.49
Amendment No. 2: Vendor Name Change to Axon Enterprises, Inc.	\$0.00	\$3,989,666.49
Amendment No. 3: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49
Amendment No. 4: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: \_\_\_\_\_

Handwritten signature of Josh Isner in black ink.

Date: 5/30/17

Printed Name: Josh Isner  
Authorized Representative

TASER International  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255

Signature: \_\_\_\_\_

Handwritten signature of Jim Howard in black ink.

Date: 5/30/16

Jim Howard  
Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Suite 310  
Austin, TX 78701



Amendment No. 3  
of  
NC170000028  
for  
Body Worn Cameras  
between  
Axon Enterprise, Inc. ("Contractor")  
and the  
City of Austin

1.0 The City hereby amends this Contract by modifying Exhibit B, Offer, attached hereto.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 04/10/17 – 04/09/22	\$3,989,666.49	\$3,989,666.49
Amendment No. 1: Service Level Agreement Professional Services Agreement Assurance Agreement	\$0.00	\$3,989,666.49
Amendment No. 2: Vendor Name Change to Axon Enterprises, Inc.	\$0.00	\$3,989,666.49
Amendment No. 3: Modification to Exhibit B, Offer	\$0.00	\$3,989,666.49

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

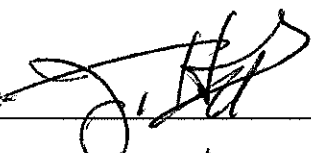
BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Date: 5/11/17

Printed Name: Josh Isner  
Authorized Representative

TASER International  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255

Signature:   
Date: 5/12/17

Jim Howard  
Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Suite 310  
Austin, TX 78701

## Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480) 991-0791

Ely Reyes  
(512) 974-6956  
ely.reyes@austintexas.gov



### Quotation

Quote: Q-113818-1  
Date: 5/4/2017 2:37 PM  
Quote Expiration: 5/31/2017  
Contract Start Date\*: 7/1/2017  
Contract Term: 1 year

AX Account Number:  
132851

**Bill To:**  
Austin Police Dept. - TX  
FINANCIAL MANAGEMENT  
P.O. BOX 1629  
AUSTIN, TX 78767  
US

**Ship To:**  
Ely Reyes  
Austin Police Dept. - TX  
715 E. 8TH ST.  
Austin, TX 78701  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Grayson	800-978-2737	agrayson@taser.com	Fedex - Ground	Net 30

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

#### Hardware

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT (\$)	NET TOTAL
40	74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK	USD 399.00	USD 15,960.00	USD 15,960.00	USD 0.00
40	74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
40	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
Hardware Total Before Discounts:						USD 15,960.00
Hardware Discount:						USD 15,960.00
Hardware Net Amount Due:						USD 0.00
Grand Total						USD 0.00

#### Axon Body 2 Shipping

Axon Body 2 is available for delivery between 8-10 weeks after purchase date. You will be notified if there are any delays. Axon reserves the right to make product changes without notice.

**Axon Enterprise, Inc.**  
*Protect Life.*

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480) 991-0791

**Art Acevedo**  
(512) 974-5030  
--  
art.acevedo@ci.austin.tx.us



**Quotation**  
Quote: Q-113466-1  
Date: 5/3/2017 7:07 AM  
Quote Expiration: 5/31/2017  
Effective Date\*: 6/1/2017  
Contract Number: 00010964  
Contract Expiration Date: 5/14/2022  
AX Account Number: 132851

**Ship To:**  
Art Acevedo  
Austin Police Dept. - TX  
715 E. 8TH ST.  
Austin, TX 78701  
US

**Bill To:**  
Austin Police Dept. - TX  
FINANCIAL MANAGEMENT  
P.O. BOX 1629  
AUSTIN, TX 78767  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Grayson	800-978-2737	agrayson@taser.com	Fedex - Ground	Net 30

\*These subscriptions have been prorated for the duration of the existing contract and will be up for renewal at the expiration date listed above.

**Hardware**

QTY	PART #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
400	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00
Hardware Discount:				USD 111,890.00
Hardware Net Amount Due:				USD 0.00
Grand Total				USD 0.00



**Amendment No. 1  
of  
Contract No. NC170000028  
for  
Taser and Taser Accessories  
between  
TASER International, Inc.  
and the  
The City of Austin**

1.0 The Contract is hereby amended as follows: Change name to the Contractor as requested by the Contractor:

	From	To
<b>Vendor Name</b>	TASER International, Inc.	<b>Axon Enterprise, Inc.</b>
<b>Vendor Code</b> (for City use only)	TAS7137270	TAS7137270
<b>Vendor Federal Tax ID (FEIN)</b>		

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

**BY THE SIGNATURE** affixed below, this Amendment No. 1 is hereby incorporated into and made a part of the Contract.

Linell Goodin-Brown  
Contract Management Supervisor II  
City of Austin, Purchasing Office

5-4-17

Date



Amendment No. 1  
of  
NC170000028  
for  
Body Worn Cameras  
between  
TASER International ("Contractor")  
and the  
City of Austin

- 1.0 The City hereby amends this Contract by adding TASER's Service Level Agreement, Professional Services Agreement and Assurance Plan, attached hereto.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 04/10/17 – 04/09/22	\$3,989,666.49	\$3,989,666.49
Amendment No. 1: Service Level Agreement Professional Services Agreement Assurance Agreement	\$0.00	\$3,989,666.49

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature: \_\_\_\_\_

Handwritten signature of Josh Isner in blue ink.

Date: \_\_\_\_\_

5/2/17

Printed Name: \_\_\_\_\_

Authorized Representative

TASER International  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255

Signature: \_\_\_\_\_

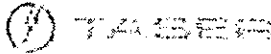
Handwritten signature of Jim Howard in blue ink, with the date 5/3/17 written below it.

Date: \_\_\_\_\_

5/3/17

Jim Howard  
Procurement Manager

City of Austin  
Purchasing Office  
124 W. 8<sup>th</sup> Street, Suite 310  
Austin, TX 78701



## Service Level Agreement

### Appendix

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

#### 1 Definitions.

1.1 "Downtime" are periods of time, measured in minutes, in which the Service Offering is Unavailable to you. Downtime does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described in Exclusions.

1.2 "Incident" a period of time in which you experience Downtime.

1.3 "Maximum Available Minutes" is the total accumulated minutes during a Service Month for the Service Offering.

1.4 "Monthly Uptime Percentage" is (Maximum Available Minutes - Downtime) / Maximum Available Minutes \* 100.

1.5 "Scheduled Downtime" are periods of time, measured in minutes, in which the Service Offering is unavailable to you and in which the period of time falls within scheduled routine maintenance or planned maintenance timeframes.

1.6 "Service Month" is a calendar month at Coordinated Universal Time (UTC).

1.7 Unavailable" and "Unavailability" is when the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

2 Service Commitment. Apart from maintenance described in Section 2, TASER will make the Service Offerings available 99.9% of the time 7 days per week on a 24-hour basis.

#### 3 Maintenance.

3.1 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.

3.2 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.

4 After Hours Emergency Support. Evidence.com Help Desk are available at [Help@EVIDENCE.com](mailto:Help@EVIDENCE.com). Help can also be available by calling 480-818-6109.

#### 5 Response Times.

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time*
Severity 1	<ul style="list-style-type: none"><li>Business critical function is down</li><li>Material impact to Customer's business</li><li>No workaround exists</li></ul>	Within 30 minutes	Less than 24 hours
Severity 2	<ul style="list-style-type: none"><li>Business critical function is impaired or degraded</li><li>There are time-sensitive issues that materially impact ongoing production</li><li>Workaround exists, but it is only temporary</li></ul>	Within 1 hour	Less than 2 weeks
Severity 3	<ul style="list-style-type: none"><li>Non-critical function down or impaired</li></ul>	1 Business Day	Mutually agreed



## TASER

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time*
	<ul style="list-style-type: none"> <li>Does not have significant current production impact</li> <li>Performance is degraded</li> </ul>		timeframe based on prioritization.

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

- 6 **Uptime Reports.** On a quarterly basis, TASER will provide the Agency with an uptime report for [Evidence.com](http://Evidence.com).

- 7 **Guaranteed Service Level and Credits.** If we fail to make the Service Offering available to the defined Monthly Uptime Percentage availability levels, you may be entitled to Service Credits. Service Credits are awarded as days of Service Offering usage added to the end of the Service Offerings subscription term at no charge to you.

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

- 8 **Requesting Service Credits.** In order for us to consider a claim for Service Credits, you must submit the claim to TASER Customer Support - <http://communities.taser.com/support/SupportContactUs?typ=LE> including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

- 9 **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.

- 10 **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.





## Professional Services Agreement

BY ORDERING OR ACCEPTING PROFESSIONAL SERVICES FROM TASER INTERNATIONAL, INC. (TASER) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not order or accept the Professional Services. In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective as of the date you signed the Quote or submit your purchase order, whichever is first (**Effective Date**).

### Terms and Conditions

This Professional Services Agreement (**Agreement**) is an agreement between TASER International, Inc. (TASER, **we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement contains the terms and conditions that govern our provision of Professional Services (**Services**)

#### **1. Term.**

The term of this Agreement commences on the Effective Date. The actual work to be performed by us is not authorized to begin until we receive the signed Quote or your purchase order, whichever is first. Amounts pre-paid for Services will expire within 6 months of the Effective Date; therefore all Services must be completed within that time period.

#### **2. Scope of Services.**

- The project scope will consist of the Services identified on your Quote.
- The Full-Service Package and Starter Package for the Axon and Evidence.com related Services are detailed below:

Description of the AXON Service Packages		
	Full-Service Package	Starter Package
<b>System set up and configuration</b> 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).	1 on-site session	virtual assistance
<b>Dock installation</b> 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	virtual assistance
<b>Dedicated Project Manager</b> 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.	✓	✓
<b>Weekly project planning meetings</b> 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.	✓	✓

Title: Professional Services Agreement  
Department: Legal  
Version: 6.0  
Release Date: 4/30/2015



## Professional Services Agreement

Description of the AXON Service Packages		
	Full-Service Package	Starter Package
<b>Best practice implementation planning session—1 on-site session to:</b> 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 to 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.	✓	
<b>System Admin and troubleshooting training sessions</b> 2 on-site sessions—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.	✓	
<b>Axon instructor training</b> 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.	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency
<b>End user go live training and support sessions</b> Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.	6 on-site sessions	3 on-site sessions
<b>Implementation document packet</b> Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓	✓
<b>Post go live review session</b>	on-site assistance	virtual assistance

b. The Full-Service Package and Starter Package for the CEW related Services are detailed below:

Description of the CEW Service Packages		
	Full-Service Package	Starter Package
<b>System set up and configuration</b> Configure Evidence.com categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). Register users and assign roles in Evidence.com.	1 on-site session	virtual assistance
<b>Dedicated Project Manager</b> 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.	✓	✓
<b>Best practice implementation planning session to:</b>	on-site assistance	virtual assistance



## Professional Services Agreement

Description of the CEW Service Packages		
	Full-Service Package	Starter Package
Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the TASER CEW products and Evidence.com services.		
<b>System Admin and troubleshooting training sessions</b> On-site sessions—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.	✓	✓
<b>Instructor training</b> TASER's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs.	training for up to 3 individuals at the Agency	training for up to 1 individual at the Agency
<b>TASER CEW inspection and device assignment</b> TASER's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.	✓	✓
<b>Annual TASER CEW inspection and firmware update</b> TASER's on-site professional services team will perform an annual TASER CEW inspection to ensure good working condition and perform any necessary firmware updates for 5 years after the date of the purchase of the Professional Service.	✓	
<b>Post go live review session</b>	on-site assistance	virtual assistance

c. Additional training days may be added on to any service package for additional fees set forth in your Quote.

3. **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

4. **Delivery of Services.**

a. **Hours and Travel.** Our 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 our personnel to your premises will not be charged as work hours performed.

b. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

c. **Delays.** If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.



## Professional Services Agreement

there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

**8. Acceptance Checklist.** We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

**9. Liability for Loss or Corruption of Data.** The parties' default obligations concerning the liability for any loss or corruption of data under this Agreement are as follows:

a. You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence.

b. If, as a direct result of our negligence in performing the Services, your software or data is damaged, lost, or corrupted, we will assist you in loading the media (e.g., tape) in which you stored the backup copy of your software or data onto the server, mainframe, or other computer system to which your software or data is to be restored. The assistance provided by us may consist of telephone support to your personnel performing the software or data restoration. However, our assistance is conditioned upon TASER being notified by you within 24 hours of you becoming aware that your software or data has been damaged, lost, or corrupted as a direct result of our negligence in performing the Services. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

c. The section does not apply to your data stored on Evidence.com and covered by the Evidence.com Master Service Agreement.

**10. Indemnification and Limitation of Liability.** Except to the extent caused by the negligent acts or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.



## Professional Services Agreement

**11. Insurance.** We will maintain at our own expense and in effect during the Term, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance upon your request:

a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury;

b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit; and

c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which we may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

**12. General.**

a. **Non-Discriminatory Employment.** We will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, or condition of disability. We understand and agree that we are bound by and will comply with the nondiscrimination mandates of all Federal, State, and local statutes.

b. **Notifications.** Any notice permitted or required under this Agreement will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.

c. **Independent Contractors; Non-Exclusive Rights.** The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.

d. **Entire Agreement; Modification.** This Agreement, including the Quote and TASER's Sales Terms and Conditions for Direct Sales to All, located at <https://www.taser.com/legal>, constitute the entire agreement between the parties for the Professional Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Professional Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

e. **Waiver.** The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

f. **Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to consider this Agreement, to consult with counsel, and fully understand the Agreement.

g. **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.

**13. Definitions.**

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

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

**"Product User Documentation"** means either (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, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Services"** means the professional services provided by us pursuant to this Agreement.

[Document Revised 04-30-2015]

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Title: Professional Services Agreement  
Department: Legal  
Version: 6.0  
Release Date: 4/30/2015

Page 6 of 6



d. **Performance Warranty.** We warrant that we will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, you must provide us with written notice and details of the alleged non-complying Services within 7 calendar days after completion of the Services involved. After determination by us that the Services were not in conformance to the requirements and specifications, we will re-perform the non-complying Services at no additional cost.

5. **Your Responsibilities.** Our successful performance of the Services depends upon your:

- a. Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;
- b. Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;
- c. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;
- d. Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);
- e. Providing suitable workspace with telephone and Internet access for our personnel while working at the Installation Site and in your facilities;
- f. Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;
- g. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;
- h. Promptly installing and implementing any and all software updates provided by us;
- i. Ensuring that all appropriate data backups are performed;
- j. Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;
- k. Providing us with remote access to your Evidence.com account when required for us to perform the Services;
- l. Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;
- m. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);
- n. Instructing your personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and
- o. Identifying in advance any holidays, non-work days, or major events that may impact the project.

6. **Authorization to Access Computer Systems to Perform Services.** You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume 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 you.

7. **Site Preparation and Installation.** Prior to delivering any Services, we will provide you with 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 you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you 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

## **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 the Agency spare Products in the amount of 5 percent of the purchased hardware items and accessories, 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) in consideration of the quantities purchased by the Agency, 2 years after the Effective Date and once again 4 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. In the event another customer makes a purchase under this Contract through an Interlocal Purchasing Agreement with the City of Austin, TASER's standard TAP upgrade of 2.5 years after the Effective Date, and once again at 5 years after the Effective Date, will apply to purchases of 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP, provided such customer has 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.



**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
TASER INTERNATIONAL ("Contractor")  
FOR  
BODY WORN CAMERAS**

**Contract Number: MA 5600 NC170000028**

This Contract is between Taser International having offices at 17800 N. 85th Street, Scottsdale, AZ, 85255 and the City, a home-rule municipality incorporated by the State of Texas. Solicitation requirements are met by using Contractor's Texas Association of Schoolboards (BuyBoard) Contract No. 500-15.

**1.1 This Contract is composed of the following documents:**

- 1.1.1 BuyBoard 500-15
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Taser International Offer, dated 3/30/17, including subsequent clarifications
- 1.1.5 Exhibit C, Non Discrimination Certification
- 1.1.6 Exhibit D, Non Suspension or Debarment Certification

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 BuyBoard 500-15 as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications

**1.3 Quantity.** Quantity of goods or services as described in Exhibit B.

**1.4 Term of Contract.** The Contract will be in effect on the date executed by the City (Effective Date) and shall remain in effect for 60 months or the City terminates the Contract.

**1.5 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$3,989,666.49, including all fees and expenses.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

TASER INTERNATIONAL

CITY OF AUSTIN

ROBERT E. DAISCON, JR.

Printed Name of Authorized Person

[Signature]

Signature

VP, SALES & SUPPORT OPERATIONS

Title:

4/4/17

Date:

JAMES T. HOWARD

Printed Name of Authorized Person

[Signature]

Signature

PROCUREMENT MANAGER - IT

Title:

4/10/17

Date:

Exhibit Listing

Exhibit A	Supplemental Terms
Exhibit B	Taser International Offer
Exhibit C	Non Discrimination Certification
Exhibit D	Non Suspension or Debarment Certification

**Exhibit A**  
**Supplemental Terms**

1. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:**

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office  
P.O. Box 1088  
Austin, Texas  
78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage.
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage.
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$1,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty

- period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. **Technology Errors and Omissions Insurance.** The Contractor shall provide coverage, at a minimum limit of \$5,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.
- If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.
- E. **Cyber Liability Insurance.** Coverage of not less than \$2,000,000 each claim and \$4,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security; (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system; (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, including notification expenses; (4) unauthorized access and use of computer systems, including hackers; (5) the transmission of malicious code, and (6) the City's content located on Evidence.com, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

## **2. Workforce Security Clearance and Identification (ID):**

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;
  - ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
  - iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and

acceptance or upon removal of an individual from the work site.

- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons; however, all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
  - J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).
3. **Contract Manager:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Steve Wright

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[Steve.Wright@austintexas.gov](mailto:Steve.Wright@austintexas.gov)

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(512) 974-0913

4. **Axon User Conference:** Axon User Conference: On an annual basis, Contractor will provide 4 City employees access to the annual Axon User Conference as part of the terms of this Contract. This is value added to the scope of the contract to enhance the City's use of the products and services, and is not intended to be a gift or gratuity.

5. **Definitions:**

**"Affiliate"** means, including but not limited to, (i) City's parent subsidiaries, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of City as they may change from time to time, and (ii) Users, as they may change from time to time.

**"Amendment"** means any written document executed by both Parties that modifies the terms of this Master Software as a Service Agreement, including referenced attachments.

**"Authorized Persons"** means the service provider's employees, contractors, subcontractors or other agents who need to access the City's personal data to enable the service provider to perform the services required.

**"Change Order Request"** means the written document provided by Client to Provider requesting changes to Provider's obligations under this Agreement.

**"Change Order Response"** means the written document provided to Client by Provider in response to Client's Change Order Request.

**“City”** means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

**“City Data”** means all data created, received, or in any way originating with the City, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the City, whether such data or output is stored on the City's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the City or by the service provider.

**“City Identified Contact”** means the person or persons designated in writing by the City to receive security incident or breach notification.

**“Confidential Information”** means all written or oral information, disclosed by either Party to the other, related to the operation of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.

**“Data Breach”** means the unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a City's unencrypted personal data.

**“FACTA” means the Fair and Accurate Credit**

#### **Transaction**

**“Personally Identifiable Health Information”** means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

**“Non-Public Data”** means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the City because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

**“Non-subscription Services”** means the services provided to Client by Provider under this Agreement that are not included in the definition of Subscription Services. Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to Client by Provider under this Agreement, together with all documentation provided by or otherwise required of Provider for any of the consulting, implementation, customization or other services it provides.

**“Personal Data”** means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license,

passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

**“Provider Information”** means all techniques, algorithms and methods or rights thereto owned by or licensed to Provider during the term of this Agreement and employed by Providers in connection with the Subscription Services and the Non-subscription Services Provided to Client.

**“Provider Software”** means software that was developed or licensed to Provider independent of this Agreement and which Provider utilizes to provide the Subscription Services or the Non-subscription Services.

**“Security Incident”** means the potentially unauthorized access by non-authorized persons to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a City's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

**“Service Level Agreement” (SLA)** means a written agreement between both the City and the service provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes:

(1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure),  
(2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

**“Service Levels”** means the performance specifications for work performed by Provider under a SaaS Subscription Schedule or Statement of Work.

**“Software-as-a-Service” (SaaS)** means the capability provided to the City to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin- client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**“SaaS Software Application”** and **“SaaS Software”** mean the computer software listed on a SaaS Subscription Schedule to which Provider has granted Client access and use as part of the Subscription. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Provider develops or deploys during the term of this Agreement, together with all documentation provided by or otherwise required of Provider for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

**“SaaS Subscription Schedule”** means the document, executed by both Parties that sets out the Parties' rights and obligations with respect to Client's access to and use of the SaaS Software Application.

**“Statement/Scope of Work”** means a written statement in a solicitation document or contract that describes the City's service needs and expectations.



**"Subscription Services"** means Client's access to and use of and Provider's provision of the SaaS Software Applications and other services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule.

**"Third Party"** means any natural person or legal entity other than Provider and Client.

**"Transition Date"** means the date upon which it is established to Client's satisfaction that the SaaS Software Application is stable enough to support Client's production processing.

**"User"** means Client's employees, agents, consultants, outsourcing companies, contractors and others who are authorized by Client to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for Client.

**"User Information"** means all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Provider or by any of its employees, representatives, agents or any Third Parties having contractual privity with Provider or who are under Provider's supervision or control.

**"Work Product"** means, except for the Provider Information, all deliverable and other materials, products or modifications developed or prepared for Client by Provider under this Agreement, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Provider under or in support of the performance of its obligations under this Agreement, including manuals, training materials and documentation, but excluding the Provider Software.

6. **DATA LOCATION:** The Service Provider shall provide its Services to the City and its end users solely from data centers in the U.S. Storage of City Data at rest shall be located solely in data centers in the U.S. The Service Provider shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider shall provide technical user support on a 24/7 basis unless otherwise prohibited in this contract.

7. **Workforce:**

**A. Subcontractor Disclosure:** The Service Provider shall identify all of its strategic business partners related to services provided under this contract, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the service provider, and who shall be involved in any application development and/or operations.

**B. Background Checks:** The Service Provider shall conduct criminal background checks and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the City's information among the service provider's employees and agents.

**C. Non-disclosure and Separation of Duties:** The Service Provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of City data to that which is absolutely necessary to perform job duties.

**D. Right to Remove Individuals:** The City shall have the right at any time to require that the Service Provider remove from interaction with City any Service Provider representative who the City believes is detrimental to its working relationship with the Service Provider. The City shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. If the City signifies that a potential security violation exists with respect to the request, the Service Provider shall immediately remove such individual. The Service Provider shall not assign the person to any aspect of the contract or future work orders without the City's consent.

**8. Import and Export of Data:** The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.

**9. Right to Audit:**

**A. Access to Security Logs and Reports:** The service provider shall provide reports to the City in a format as specified in the SLA agreed to by both the service provider and the City. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all City files related to this contract.

**B. Data Center Audit:** The service provider shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**10. Warranty:**

**WARRANTY - PERFORMANCE:** Provider represents and warrants that: (a) Subscription Services provided under any SaaS Subscription Schedule and Non-subscription Services provided under a Statement of Work shall be provided and performed by qualified personnel in a professional, workmanlike manner, consistent with the prevailing standards of the industry; (b) it shall use industry best practices to fulfill its obligations under each SaaS Subscription Schedule and Statement of Work; and (c) any deliverables provided by Provider shall operate in conformance with the terms of this Master Software as a Service Agreement and the applicable SaaS Subscription Schedules and Statements of Work.

**WARRANTY – AUTHORITY:** Provider warrants that it has all authority necessary to provide for Client's access and use of the Subscription Services and the Non-subscription Services for the purposes set forth in this Master Software as a Service Agreement, in any SaaS Subscription Schedule and in any Statement of Work. Provider further represents and warrants that sale, licensing or use of any of the Subscription Services and of the Non-subscription Services furnished under this Agreement does not

and shall not infringe, misappropriate or otherwise violate any Third Party's intellectual property rights.

**Warranty-Software.** Unless otherwise expressly provided in this Master Software as a Service Agreement, a SaaS Subscription Schedule or Statement of Work, Provider for itself and for and on behalf of its service providers, licensors, employees and agents warrants that: (a) the functions contained in the Subscription Services and in any Non-subscription Services provided under this Agreement shall meet Client's requirements, (b) the operation of the Subscription Services and any Non-subscription Services shall be uninterrupted and error free to the operational level defined in the SLA, (c) the Subscription Services and any Non-subscription Services shall have the capacity to meet the demand during the times specified in the Subscription Services Schedule(s) and in the Statement(s) of Work for Non-subscription Services, and (d) the Subscription Services shall work with future Desktop Specifications, as well as future releases of web browsers, and shall have both forward and backward functionality. Provider shall be liable for any direct damages and all costs that Client may suffer arising out of use of, or inability to use, the Subscription Services and Non-subscription Services provided under this Agreement that result from any negligent or willful act or omission of Provider or its agents. Without limitation, Provider's indemnification obligation under this section includes any claim, damage, loss or expense arising from or in connection with any negligent or willful act or omission by an agent, contractor, subcontractor, consultant, or employee of Provider that results in, or is intended by such agent, contractor, subcontractor, consultant, or employee to result in, harmful or otherwise unauthorized access into any of Client's systems, data, Client's Confidential Information, or Client's technology.

**WARRANTY – AGAINST UNDISCLOSED ILICIT CODE:** Provider warrants that, unless authorized in writing by Client, any software program or any other part or portion of the Subscription Services or Non-subscription Services developed by Provider, passed through to Client from Third Parties under this Agreement or provided to Client by Provider for use by Provider or Client shall:

- A. Not contain any hidden file;
- B. Not replicate, transmit or activate itself without control of a human operating the computing equipment on which it resides;
- C. Not alter, damage or erase any data or computer programs without control of a human operating the computing equipment on which it resides;
- D. Not contain any key, node lock, time-out or other function, whether implemented by electronic, mechanical or other means, that restricts or may restrict use or access to any software programs, Subscription Services or Non-subscription Services developed or data created under this Agreement, based on residency on a specific equipment configuration, frequency of duration of use or other limiting criteria;
- E. Not contain any virus, malicious, illicit or similar unrequested code, whether known or unknown to Provider; and
- F. Not use electronic self-help, including but not limited to preventing electronically Client's further or continued use of and/or access to the subscription Services, Non-subscription Services or any software or other portion thereof.
- G. Notwithstanding any provision in this Agreement to the contrary, if any Subscription Service or Non-subscription Service has any of the foregoing attributes (collectively "Illicit Code"), Provider shall be in default of this Agreement, and no cure period shall apply unless approved by the City. At the request of and at no cost to Client, Provider shall remove any such Illicit Code from the licensed software as promptly as possible.
- H. To protect Client from damages that may be caused intentionally or unintentionally by the introduction of Illicit Code into Client's computer systems, no software may

be installed, executed or copied onto Client's equipment without an express warranty to Client that Illicit Code does not exist. Such warranty shall be set forth on an exhibit attached to and made a part of this Agreement.

- i. Provider agrees that in the event of any dispute with Client regarding an alleged breach of this Agreement, Provider shall not use any type of electronic means to prevent or interfere with Client's use of any portion of the Subscription Services and Non-subscription Services. Provider understands that a breach of this provision could foreseeably cause substantial harm to Client and to numerous Third Parties having business relationships with Client.

## 11. DATA

**A. Data Ownership:** The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.

**B. Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:

- i. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.
- ii. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
- iii. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
- iv. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- v. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.

vi. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

**E. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**F. Security:** The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.

**G. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code:** Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.

**H. Security Incident or Data Breach Notification:** The service provider shall inform the City of any security incident or data breach.

**i. Incident Response:** The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

**ii. Security Incident Reporting Requirements:** The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.

**iii. Breach Reporting Requirements:** If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

**I. Breach Responsibilities:** This section only applies when a data

breach occurs with respect to personal data within the possession or control of service provider.

*i.* The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

*ii.* The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

*iii.* **Data.** Unless otherwise stipulated, if a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability and Cyber Insurance provision.

## **12. TERMINATION AND SUSPENSION OF SERVICE:**

- A.** In the event of a termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.
- B.** During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.
- C.** In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:
  - 10 days after the effective date of termination, if the termination is in

- accordance with the contract period;
- 30 days after the effective date of termination, if the termination is for convenience;
- 60 days after the effective date of termination, if the termination is for cause.

After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.

- D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.
- E. The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.

**13. Change Control and Advance Notice:** The service provider shall give advance notice (to be determined at the contract time and included in the SLA) to the City of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

**14. Notification of Legal Requests:** The service provider shall contact the City upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the City's data under this contract, or which in any way might reasonably require access to the data of the City. The service provider shall not respond to subpoenas, service of process and other legal requests related to the City without first notifying the City, unless prohibited by law from providing such notice.

**15.** Camera refresh will take place every 24 months.

Exhibit B  
TASER International Offer

**TASER International**

*Protect Life. Protect Truth.*

17800 N 85th St.  
Scottsdale, Arizona 85255  
United States  
Phone: (800) 978-2737  
Fax: (480) 991-0791

**Brian Manley**  
(512) 974-6956  
brian.manley@austintexas.gov



**Quotation**

Quote: Q-101066-5  
Date: 3/30/2017 8:24 AM  
Quote Expiration: 4/7/2017

**AX Account Number**  
: 132851

**Bill To:**  
Austin Police Dept. - TX  
FINANCIAL MANAGEMENT  
P.O. BOX 1629  
AUSTIN, TX 78767  
US

**Ship To:**  
Brian Manley  
Austin Police Dept. - TX  
715 E. 8TH ST.  
Austin, TX 78701  
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Grayson	800-978-2737	agrayson@taser.com	Fedex - Ground	Net 30

This quote reflects a discount for the upgrade program, based upon the number of units that you have indicated will be destroyed. The Certificate of Destruction, provided by TASER, must be completed and submitted with your signed quote/purchase order to obtain the upgrade credit. The credit is reflected as a line item discount on the quote for both the CEW handle and extended warranty. Please see <http://www.taser.com/upgrade> for current program details.

Year 1 - Phase 1 - Hardware and Evidence.com - Due Pricing per TX BuyBoard Contract number 500-15  
Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
257		<u><b>CAMERA BUNDLE</b></u>	USD 1,313.43	USD 337,551.50
257	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
257	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
257	74022	SM POCKET MOUNT, 4", AXON RAPIDLOCK	USD 0.00	USD 0.00
257	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
43	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
43	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 0.00	USD 0.00
43	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
257	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
10,280	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
257	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
10	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
10	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
257	73031	VIEWER, IOS	USD 0.00	USD 0.00



QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1	85055	AXON FULL SERVICE	USD 0.00	USD 0.00
85	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00
Year 1 - Phase 1 - Hardware and Evidence.com - Due Net 30 Discount:				USD 219,823.50
Year 1 - Phase 1 - Hardware and Evidence.com - Due Net 30 Net Amount Due:				USD 337,551.50

Year 1 - Phase 2 - Hardware and Evidence.com - Due  
Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
205		<u>CAMERA BUNDLE</u>	USD 1,253.60	USD 256,989.00
205	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
205	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
205	74022	SM POCKET MOUNT, 4", AXON RAPIDLOCK	USD 0.00	USD 0.00
205	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
34	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 0.00	USD 0.00
34	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
34	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
205	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
8,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
205	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
10	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
10	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
205	73031	VIEWER, IOS	USD 0.00	USD 0.00
89	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00
Year 1 - Phase 2 - Hardware and Evidence.com - Due Net 30 Discount:				USD 181,036.00
Year 1 - Phase 2 - Hardware and Evidence.com - Due Net 30 Net Amount Due:				USD 256,989.00

Year 1 - Phase 3 - Hardware and Evidence.com - Due  
Net 30

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
262		<u>CAMERA BUNDLE</u>	USD 1,259.50	USD 329,988.50
262	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
262	74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	USD 0.00	USD 0.00
262	74022	SM POCKET MOUNT, 4", AXON RAPIDLOCK	USD 0.00	USD 0.00
262	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
45	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 0.00	USD 0.00
45	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
45	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
262	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
10,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
262	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
10	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00
10	11553	SYNC CABLE, USB A TO 2.5MM	USD 0.00	USD 0.00
262	73031	VIEWER, IOS	USD 0.00	USD 0.00

100	70112	AXON SIGNAL UNIT	USD 0.00	USD 0.00
Year 1 - Phase 3 - Hardware and Evidence.com - Due Net 30 Discount:				USD 228,693.50
Year 1 - Phase 3 - Hardware and Evidence.com - Due Net 30 Net Amount Due:				USD 329,988.50

Year 2 - Phase 1 Evidence.com: To be billed 3/1/2018

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
257		<u><b>CAMERA BUNDLE</b></u>	USD 1,104.14	USD 283,764.00
257	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 0.00	USD 0.00
10,280	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
43	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
257	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 2 - Phase 1 Evidence.com: To be billed 3/1/2018 Discount:				USD 15,420.00
Year 2 - Phase 1 Evidence.com: To be billed 3/1/2018 Net Amount Due:				USD 283,764.00

Year 2 - Phase 2 Evidence.com Co-termed to Phase 1:  
To be billed 5/1/18

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
205		<u><b>CAMERA BUNDLE</b></u>	USD 919.85	USD 188,570.00
205	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 0.00	USD 0.00
8,200	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
34	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
205	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 2 - Phase 2 Evidence.com Co-termed to Phase 1: To be billed 5/1/18 Discount:				USD 10,250.00
Year 2 - Phase 2 Evidence.com Co-termed to Phase 1: To be billed 5/1/18 Net Amount Due:				USD 188,570.00

Year 2 - Phase 3 Evidence.com co-termed to Phase 1:  
To be billed 7/1/18

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
262		<u><b>CAMERA BUNDLE</b></u>	USD 736.73	USD 193,024.00
262	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 0.00	USD 0.00
10,480	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
45	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
262	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 2 - Phase 3 Evidence.com co-termed to Phase 1: To be billed 7/1/18 Discount:				USD 10,480.00
Year 2 - Phase 3 Evidence.com co-termed to Phase 1: To be billed 7/1/18 Net Amount Due:				USD 193,024.00

Year 3 - Evidence.com

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
724		<u><b>CAMERA BUNDLE</b></u>	USD 1,104.40	USD 799,584.00
724	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 0.00	USD 0.00
28,960	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
122	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
724	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 3 - Evidence.com Discount:				USD 43,440.00
Year 3 - Evidence.com Net Amount Due:				USD 799,584.00

Year 4 - Evidence.com

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
724		<u><b>CAMERA BUNDLE</b></u>	USD 1,104.40	USD 799,584.00
724	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 0.00	USD 0.00
28,960	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
122	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
724	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 4 - Evidence.com Discount:				USD 43,440.00
Year 4 - Evidence.com Net Amount Due:				USD 799,584.00

Year 5 - Evidence.com

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
724		<u><b>CAMERA BUNDLE</b></u>	USD 1,104.40	USD 799,584.00
724	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 0.00	USD 0.00
122	87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	USD 0.00	USD 0.00
724	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 0.00	USD 0.00
28,960	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Year 5 - Evidence.com Discount:				USD 43,440.00
Year 5 - Evidence.com Net Amount Due:				USD 799,584.00

Subtotal	USD 3,988,639.00
Estimated Shipping & Handling Cost	USD 1,050.12
Grand Total	USD 3,989,689.12

## **TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

<b>Signature:</b> _____	<b>Date:</b> _____
<b>Name (Print):</b> _____	<b>Title:</b> _____
<b>PO# (if needed):</b> _____	

Quote: Q-101066-5

Please sign and email to Andrew Grayson at [agrayson@taser.com](mailto:agrayson@taser.com) or fax to (480) 991-0791

THANK YOU FOR YOUR BUSINESS!

‘Protect Life’ and © are trademarks of TASER International, Inc., and TASER® is a registered trademark of TASER International, Inc., registered in the U.S.  
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**Exhibit C**  
**Non Discrimination Certification**  
**City of Austin, Texas**  
**EQUAL EMPLOYMENT/FAIR HOUSING OFFICE**  
**NON-DISCRIMINATION CERTIFICATION**

**City of Austin, Texas**  
**Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

**Sec. 4-2 Discriminatory Employment Practices Prohibited.** As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To 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, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin**

### Minimum Standard Non-Discrimination in Employment Policy:

*As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.*

*The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.*

*Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.*

*Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.*

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

#### **Sanctions:**

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

#### **Term:**

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

CONTRACTOR  
Authorized  
Signature

Title

TASER INTERNATIONAL  
  
VP, Sales & Support Ops

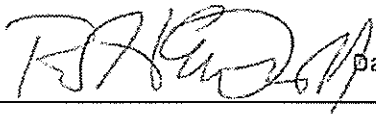
Exhibit D

City of Austin, Texas  
Section 0805  
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: TASER INTERNATIONAL

Signature of Officer or  
Authorized  
Representative:  Date: 4/4/17

Printed Name: ROBERT DRISCOLL

Title: VP, SALES + SUPPORT OPERATIONS





P.O. Box 400  
Austin, TX 78767-0400  
800.695.2919 | 512.467.0222 | Fax: 800.211.5454  
buyboard.com

September 16, 2015

Sent Via E-mail: [contracts@taser.com](mailto:contracts@taser.com)

Josh Isner  
TASER International  
17800 N. 85th st.  
Scottsdale, AZ 85255

**Proposal Name & Number:** Law Enforcement Body Cameras, Supplies and Equipment #500-15

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective October 1, 2015. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #500-15 on the following web-site: [www.vendor.buyboard.com](http://www.vendor.buyboard.com). Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet  
Electronic Catalog Format Instructions  
Vendor Billing Procedures

**Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative.** Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

**Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.**

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,

Melonie Perry  
Bid Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • [www.vendor.buyboard.com](http://www.vendor.buyboard.com)

4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
  - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
  - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
  - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
  - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • www.venu

16302

## PROPOSER'S AGREEMENT AND

**Proposal Name:** Law Enforcement Body  
Cameras, Supplies and Equipment

**Proposal Open**  
August 11, 2015

Bobby  
Diskoll  
Contact  
Person

**Proposal Number:** 500-15

**Location of Pro**  
Texas Association  
BuyBoard Depart  
12007 Research Blvd.  
Austin, TX 78759

**Contract Time Period:** December 1, 2015  
through November 30, 2016 with two (2) possible  
one-year renewals.

**Anticipated Cooperative Board Meeting Date:**  
November 2015

TASER International, Inc.  
Name of Proposing Company

8/7/15  
Date

7800 N. 85<sup>th</sup> St  
Street Address

Signature of Authorized Company Official

Scottsdale, AZ 85255  
City, State, Zip

Josh Isner  
Printed Name of Authorized Company Official

800/978-2737  
Telephone Number of Authorized Company Official

VP of Global Sales  
Position or Title of Authorized Company Official

480/991-0791  
Fax Number of Authorized Company Official

Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;  
Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Pace

H-N  
N-Y



12007 Research Boulevard • Austin, Texas 78759-2439  
PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

## **VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS**

Company: TASER International, Inc. \_\_\_\_\_ General Contact Name: Sales Ops \_\_\_\_\_

**Purchase Orders:** Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

**Please choose only one (1) of the following options for receipt of purchase orders and provide the requested information:**

☒ I will use the **INTERNET** to receive purchase orders.

E-mail Address:

Contracts@taser.com \_\_\_\_\_

Internet Contact: Sales Ops \_\_\_\_\_ Phone: 800/978-2737 \_\_\_\_\_

Alternate E-mail Address: Sales@taser.com \_\_\_\_\_

Alternate Internet Contact: Sales Ops \_\_\_\_\_ Phone: 800/978-2737 \_\_\_\_\_

☐ I will receive purchase orders via **FAX**.

Fax Number: \_\_\_\_\_

Fax Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

**Request for Quotes ("RFQ"):** Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: Contracts@taser.com \_\_\_\_\_

Alternate E-mail Address: Sales@taser.com \_\_\_\_\_

**Invoices:** Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

**Mailing address:** 17800 N. 85<sup>th</sup> St. \_\_\_\_\_ **Department:** Accounts Receivable \_\_\_\_\_

**City:** Scottsdale \_\_\_\_\_ **State:** AZ \_\_\_\_\_ **Zip Code:** 85255 \_\_\_\_\_

**Contact Name:** Accounts Receivable \_\_\_\_\_ **Phone:** 480-905-2088 \_\_\_\_\_

**Fax:** 480/991-0791 \_\_\_\_\_ **E-mail Address:** contracts@taser.com \_\_\_\_\_

**Alternative E-mail Address:** Sales@taser.com \_\_\_\_\_



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FORM B

COMM.V.3.31.15

## **FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION**

### **FELONY CONVICTION DISCLOSURE**

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

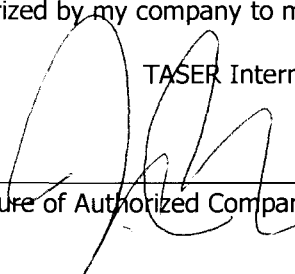
Please check (✓) one of the following:

- ☒ My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)  
☐ My company is not owned or operated by anyone who has been convicted of a felony.  
☐ My company is owned/operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

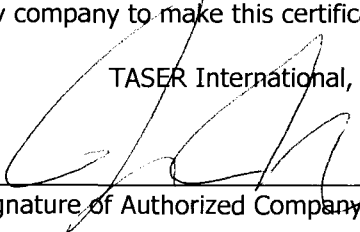
By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

 \_\_\_\_\_  
TASER International, Inc. \_\_\_\_\_  
Company Name  
Signature of Authorized Company Official  
Josh Isner \_\_\_\_\_  
Printed Name

### **DEBARMENT CERTIFICATION**

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

 \_\_\_\_\_  
TASER International, Inc. \_\_\_\_\_  
Company Name  
Signature of Authorized Company Official  
Josh Isner \_\_\_\_\_  
Printed Name

FORM C

COMM.V.3.31.15



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### **RESIDENT/NONRESIDENT CERTIFICATION**

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

- ☐ I certify that my company is a **Resident Proposer.**
- ☒ I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

TASER International \_\_\_\_\_ 17800 N. 85<sup>th</sup> St. \_\_\_\_\_  
Company Name Address

Scottsdale \_\_\_\_\_ AZ \_\_\_\_\_ 85255 \_\_\_\_\_  
City State Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?  
☐ Yes ☐ No
- B. What is the prescribed amount or percentage? \$ \_\_\_\_\_ or \_\_\_\_\_ %

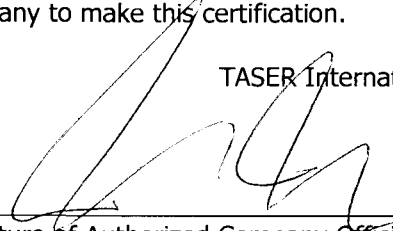
### **VENDOR EMPLOYMENT CERTIFICATION**

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

- ☐ Yes ☒ No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

  
\_\_\_\_\_  
Signature of Authorized Company Official

TASER International, Inc. \_\_\_\_\_  
Company Name

Josh Isner \_\_\_\_\_  
Printed Name



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## **HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION**

A proposer that has been certified as a Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- ☐ I certify that my company has been certified as a HUB in the following categories:
- ☐ **Minority Owned Business**
  - ☐ **Women Owned Business**
  - ☐ **Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

**Certification Number:**

---

**Name of Certifying Agency:**

---

- ☒ My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

TASER International \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

Josh Isner \_\_\_\_\_  
Printed Name




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### **AFFIRMATION REGARDING CONSTRUCTION-RELATED GOODS AND SERVICES**

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, make a good faith effort to make its Cooperative member customers or potential Cooperative member customers aware of such requirements, and provide a Cooperative member with a copy of the Advisory before executing a Member Construction Contract with the member or accepting the member's purchase order for construction-related goods or services, whichever comes first.

  
\_\_\_\_\_  
Signature of Authorized Company Official

TASER International, Inc. \_\_\_\_\_  
Company Name

Josh Isner \_\_\_\_\_  
Printed Name

8/7/15 \_\_\_\_\_  
Date





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FORM F-PAGE 1

COMM.V.3.31.15

## **BUYBOARD PROCUREMENT AND CONSTRUCTION-RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS**

**Why make purchases using BuyBoard?** Purchasing through a cooperative or "interlocal contract" satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services.<sup>1</sup> Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction-related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may, as explained in this Advisory, need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard and should consult your procurement officer and/or legal advisor for specific advice.

**What is BuyBoard's Procurement Process?** The BuyBoard uses a competitive procurement process to award contracts to vendors for goods and services that the BuyBoard determines, based on an evaluation of multiple criteria, represents the best value for its members.

**How does BuyBoard award a contract to a vendor?** As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard's proposal invitation (or specifications), the vendor's proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor's proposal. **THE PRICE YOU PAY FOR THE GOODS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract's general terms and conditions, and any additional terms and conditions that apply to the specific BuyBoard contract, as set out in the proposal invitation.

**How does a BuyBoard member make purchases through the BuyBoard contract?** You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected goods or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. As stated above, you should consult your procurement officer and/or legal advisor for specific advice.

### **How do I know that my entity has made a purchase through the BuyBoard?**

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to [www.buyboard.com](http://www.buyboard.com) using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.

**What should BuyBoard members consider when using BuyBoard for construction-related purchases?** While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:



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FORM F-PAGE 2

COMM.V.3.31.15

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value.<sup>ii</sup> This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or may be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific goods and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor goods or services from a BuyBoard vendor that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your procurement includes a construction component that requires architectural or engineering services, you must procure those services separately. YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT. Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.<sup>iii</sup>
  - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.<sup>iv</sup> (An "alteration" or "addition" for purposes of this requirement requires the removal, relocation, or addition of a wall or partition or the alteration or addition of an exit.)
  - **Engineering.** If the goods or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer.<sup>v</sup> The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.<sup>vi</sup>
  - **Independent Testing.** If acceptance of a facility by a public entity involves independent testing of construction materials engineering and/or verification testing services, the testing services should be procured under the Professional Services Procurement Act, and may not be procured under a BuyBoard contract.
  - **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must designate a person to certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.<sup>vii</sup>



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- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project.<sup>viii</sup> Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.
- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.
- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related goods and services under any procurement method, including a purchasing cooperative.

**This Advisory is provided for educational purposes only to facilitate a general understanding of the law. This Advisory is neither an exhaustive treatment on the subject nor is it intended to substitute for the advice of an attorney.**

For more information about BuyBoard, contact us at 800-695-2919.

- 
- i. Tex. Gov't Code §791.025 and Tex. Local Gov't Code §271.102.
  - ii. Tex. Ed. Code §44.031(a) (school districts); Tex. Local Gov't Code §252.043(a)(municipalities) and §262.022(5-a) and §262.027(counties)
  - iii. Tex. Gov't Code §2254.004 and §791.011(h)
  - iv. Tex. Occ. Code §1051.703
  - v. Tex. Occ. Code §1001.0031(c)
  - vi. Tex. Occ. Code §1001.053
  - vii. Tex. Gov't Code §791.011(j), effective September 1, 2013
  - viii. Tex. Gov't Code §2253.021(a)

*Issued March 31, 2014*



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## **DEVIATION AND COMPLIANCE SIGNATURE FORM**

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- ☐ **No;** Deviations  
☒ **Yes;** Deviations

List and fully explain any deviations you are submitting:

Please find below TASER's requested exceptions to the above-referenced proposal invitation. TASER's response is contingent upon the following requested section changes, additions, or deletions; however, TASER is open to further discussions regarding requested changes. TASER reserves the right to negotiate the terms and conditions of the contract referenced in the proposal invitation.

### **1. Addition of TASER's Terms and Conditions.**

TASER requests that the following documents be incorporated into the final contract award. TASER agrees to negotiate with the Cooperative on these terms and conditions, and **if any of TASER's terms and conditions conflict with the negotiated terms and conditions of the Texas BuyBoard's contract documents, the Texas Buyboard's terms and conditions will control:**

- TASER's Sales Terms and Conditions
- TASER's Master Services Agreement
- TASER Assurance Plan Terms and Conditions
- TASER's Professional Services Agreement
- TASER's Warranty Terms and Conditions

### **2. PROPOSAL INVITATION No. 500-15. Instructions to Proposers. B. Proposal Requirements. 6. Samples.**

TASER requests this section be amended as follows:

The Cooperative may request a product sample. Proposer must furnish the requested sample at no cost to the Cooperative, and, unless otherwise specified, the Cooperative must receive the sample within ~~72 hours~~ 7 days of the request. The submitted sample must be labeled with the Proposal Invitation Name and Number, Item Number, Product Identification Number, and Proposer's name. Proposer's failure to submit a sample when requested will result in the product in question not being considered for award to Proposer.

The Cooperative will retain samples for a sufficient length of time for proper evaluation. If not destroyed or consumed during examination or testing, the Cooperative will return samples to Proposer at Proposer's expense, provided that Proposer has included a written return request with the submitted samples. Notwithstanding the foregoing, the Cooperative may permanently retain



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shipment of the product. In the event a tested product fails to meet or exceed all requirements of the item specifications or these Terms and Conditions, Vendor must pay the cost of the samples and the testing. Upon receipt of notification from the Cooperative or Cooperative member, Vendor must pick up and replace the defective product within five (5) business fourteen (14) days or on the next service date, whichever is sooner, without charge for the replacement or delivery. Additionally, the Cooperative or member may dispose of defective products that are not picked up and replaced by Vendor, without cost. Products damaged in shipment are considered defective for purposes of the foregoing.

Latent defects discovered after delivery and acceptance of any products may result in revocation of the acceptance of such products. Products must be accepted or rejected by the Cooperative member within seven (7) days of delivery. The Cooperative must have access to Vendor's place of business during normal business hours for the purpose of inspecting any awarded product.

**5. PROPOSAL INVITATION No. 500-15. Federal and State/Purchasing Cooperative Discount Comparison Form.**

TASER requests a waiver from the requirements of this form because it does not have written discounting policies with regard to purchasing cooperatives. TASER generally responds to purchasing cooperative proposal invitations with its current year price lists. TASER will consider providing discounts to purchasers based upon volume of purchase.

**PLEASE PROVIDE THE FOLLOWING INFORMATION:**

1. Shipping Via: ☒ Common Carrier ☐ Company Truck ☐ Prepaid and Add to Invoice ☐ Other:

2. Payment Terms: ☒ Net 30 days ☐ 1% in 10/Net 30 days ☐ Other:

3. Number of Days for Delivery: 14 - 45\_\_\_\_ARO

4. Vendor Reference/Quote Number: \_\_\_\_\_

5. State your return policy: This policy is listed on our TASER Sales Terms and Conditions attached with this proposal \_\_\_\_\_

6. Are electronic payments acceptable? ☒ Yes ☐ No

TASER International, Inc. \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

Josh Isner \_\_\_\_\_  
Printed Name



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## **DEALERSHIP LISTINGS**

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

None

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contact Person

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Contact Person



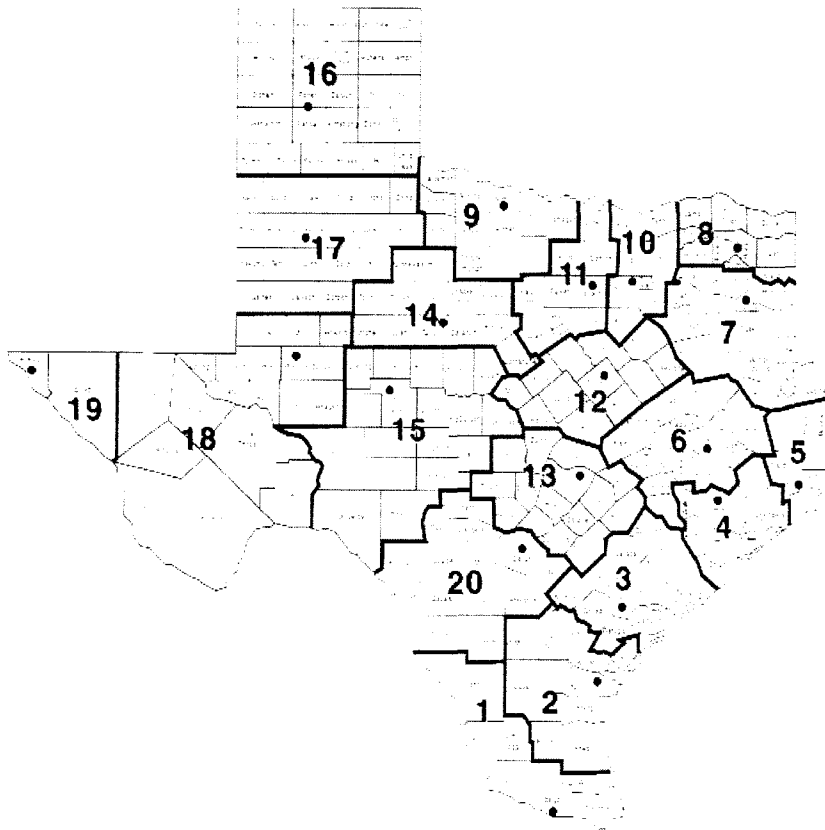
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## TEXAS REGIONAL SERVICE DESIGNATION

**Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!**

The Cooperative (referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

### Regional Education Service Centers



**X I will service Texas Cooperative members statewide.**

☐ I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

Region	Headquarters
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	El Paso
<input type="checkbox"/> 20	San Antonio

TASER International, Inc.  
Company Name

Signature of Authorized Company Official

Josh Isner  
Printed Name

☐ I will not service members of the Texas Cooperative.



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## **STATE SERVICE DESIGNATION**

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. *(Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)*

☒ I will service all states in the United States.

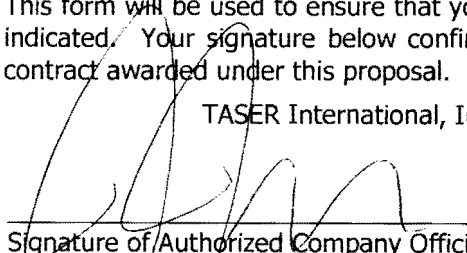
☐ I will not service all states in the United States. I will service only the states checked below:

- |  |   |
|--|---|
| <input type="checkbox"/> Alabama   | <input type="checkbox"/> Nebraska       |
| <input type="checkbox"/> Alaska  | <input type="checkbox"/> Nevada         |
| <input type="checkbox"/> Arizona   | <input type="checkbox"/> New Hampshire  |
| <input type="checkbox"/> Arkansas  | <input type="checkbox"/> New Jersey     |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico     |
| <input type="checkbox"/> Colorado  | <input type="checkbox"/> New York       |
| <input type="checkbox"/> Connecticut                                     | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware  | <input type="checkbox"/> North Dakota   |
| <input type="checkbox"/> District of Columbia                            | <input type="checkbox"/> Ohio           |
| <input type="checkbox"/> Florida   | <input type="checkbox"/> Oklahoma       |
| <input type="checkbox"/> Georgia   | <input type="checkbox"/> Oregon         |
| <input type="checkbox"/> Hawaii  | <input type="checkbox"/> Pennsylvania   |
| <input type="checkbox"/> Idaho   | <input type="checkbox"/> Rhode Island   |
| <input type="checkbox"/> Illinois  | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana   | <input type="checkbox"/> South Dakota   |
| <input type="checkbox"/> Iowa  | <input type="checkbox"/> Tennessee      |
| <input type="checkbox"/> Kansas  | <input type="checkbox"/> Texas          |
| <input type="checkbox"/> Kentucky  | <input type="checkbox"/> Utah           |
| <input type="checkbox"/> Louisiana                                       | <input type="checkbox"/> Vermont        |
| <input type="checkbox"/> Maine   | <input type="checkbox"/> Virginia       |
| <input type="checkbox"/> Maryland  | <input type="checkbox"/> Washington     |
| <input type="checkbox"/> Massachusetts                                   | <input type="checkbox"/> West Virginia  |
| <input type="checkbox"/> Michigan  | <input type="checkbox"/> Wisconsin      |
| <input type="checkbox"/> Minnesota                                       | <input type="checkbox"/> Wyoming        |
| <input type="checkbox"/> Mississippi                                     |   |
| <input type="checkbox"/> Missouri  |   |
| <input type="checkbox"/> Montana   |   |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

TASER International, Inc. \_\_\_\_\_

Company Name

  
\_\_\_\_\_  
Signature of Authorized Company Official

Josh Isner \_\_\_\_\_

Printed Name





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## **NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT**

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

### **By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:**

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

TASER International, Inc. \_\_\_\_\_  
Name of Vendor

500-15 \_\_\_\_\_  
Proposal Invitation Number

\_\_\_\_\_  
Signature of Authorized Company Official

Josh Isner \_\_\_\_\_  
Printed Name of Authorized Company Official

8/7/15 \_\_\_\_\_  
Date



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## **FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM**

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$~290,000 (The period of the 12 month period is quarters one and two of 2015 for the Arizona State contract. In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s). (Please see requested Deviation)

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES ☐ NO ☐ (N/A - Please see requested Deviation)

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.	N/A		
2. T-PASS	N/A		
3. U.S. Communities Purchasing Alliance	N/A		
4. The Cooperative Purchasing Network	N/A		
5. Houston-Galveston Area Council	N/A		
6. Other - AZ State Contract	0%	~\$290,000.00	

☐ **MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.**  
(N/A)

### **CURRENT BUYBOARD VENDORS**

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

**Current Discount (%)**:N/A \_\_\_\_\_ **Proposed Discount (%)**:N/A \_\_\_\_\_

**Explanation:** \_\_\_\_\_

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

TASER International, Inc. \_\_\_\_\_  
Company Name

Signature of Authorized Company Official  
**FORM L**

Joshua Isner \_\_\_\_\_  
Printed Name



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## **REFERENCES, PRICE/DISCOUNT INFORMATION AND MARKETING STRATEGY**

**PART I:** For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

<b>Entity Name</b>	<b>Contact</b>	<b>Phone#</b>	<b>Discount</b>	<b>Quantity/ Volume</b>	<b>FOB Term</b>
--------------------	----------------	---------------	-----------------	-----------------------------	-----------------

1. TASER has been selling TASER Axon Body Worn Cameras (BWC) and systems in Texas since 2009. We have sold more than 3,300 TASER BWCs in Texas since that time. Fort Worth PD has purchased 615 TASER Axon cameras and use Evidence.com. It was publicly announced on June 18, 2015 Dallas PD purchased 400 TASER Axon cameras and Evidence.com. Both departments are also using our storage solution Evidence.com

TASER International has literally hundreds of contracts/agreements with our law enforcement partners. Our current customer projects require a level of confidentiality therefore, we can't provide specific information on them.

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? **YES** ☐ **NO** ☐ If YES, please explain: NA

**PART II:** For your Proposal to be considered, you must submit the **MARKETING STRATEGY** you will use if the Cooperative accepts all or part of your Proposal. *(Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.)* Attach additional pages if necessary. **See Attached Letterhead Document.**

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

TASER International, Inc.

Company Name

Signature of Authorized Company Official

Josh Isner

Printed Name



17800 N. 85th St.  
Scottsdale, AZ  
85255-9603

Phone: (480) 991-0797 • (800) 978-2737  
Fax: (480) 991-0791  
www.TASER.com

August 7, 2015

Buy Board Cooperative Purchasing  
12007 Research Blvd  
Austin, TX 78759-2439

Re: Proposal Invitation No. 500-15-Law Enforcement Body Cameras, Supplies and Equipment

TASER Internationals Marketing and Sales Strategy for Texas Buy Board Cooperative Purchasing Customers

TASERs Video and Evidence Sales Teams, for the state of Texas, would notify their agencies, in person, on the phone or via email that their agency can purchase our AXON cameras and Evidence.com services from the Buy Board Cooperative Purchasing contract and provide them with details.

If an agency/customer decides to purchase from the Buy Board Cooperative Purchasing contract, they would work directly with their sales representative to receive a quote noting the Buy Board Cooperative Purchasing contract number.

If the agency/customer decides to move forward they can either sign the quote and return it to their sales representative or send a Purchase Order to the sales representative, again referencing the Buy Board Cooperative Purchasing contract.

The sales rep is then responsible for getting the signed quote or PO to TASERs Order Entry department for processing. The order is then fulfilled through our internal teams, shipped and an invoice sent to the agency.

The sales representative is the only POC that an agency needs. TASER has dedicated Body Worn Camera sales representatives that cover the entire state of Texas.

Sincerely,

TASER International, Inc.



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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

## **CONFIDENTIAL/PROPRIETARY INFORMATION FORM**

### **A. Public Disclosure Laws**

All Proposals, forms, documentation, or other materials submitted by Vendor to the Cooperative in response to this Proposal Invitation may be subject to the disclosure requirements of the Texas Public Information Act (Texas Government Code chapter 552.001, *et. seq.*) or similar disclosure law. Proposer must clearly identify on this form any information in its Proposal (including forms, documentation, or other materials submitted with the Proposal) that Proposer considers proprietary or confidential. If Proposer fails to properly identify the information, the Cooperative shall have no obligation to seek protection of such information from public disclosure should a member of the public or other third party request access to the information under the Texas Public Information Act or similar disclosure law. Proposer will be notified of any third party request for information in a Proposal that Proposer has identified in this form as proprietary or confidential.

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain information which Vendor considers proprietary or confidential?

Please check (✓) one of the following:

☒ **NO**, I certify that none of the information included with this Proposal is considered confidential or proprietary.

☐ **YES**, I certify that this Proposal contains information considered confidential or proprietary and all such information is specifically identified on this form.

If you responded "YES", you must identify below the specific information you consider confidential or proprietary. List each page number, form number, or other information sufficient to make the information readily identifiable. The Cooperative and its Administrator will not be responsible for a Proposer's failure to clearly identify information considered confidential or proprietary. Further, by submitting a Proposal, Proposer acknowledges that the Cooperative and its Administrator will disclose information when required by law, even if such information has been identified herein as information the vendor considers confidential or proprietary.

Confidential / Proprietary Information:

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*(Attach additional sheets if needed.)*



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**B. Copyright Information**

Does your Proposal (including forms, documentation, or other materials submitted with the Proposal) contain copyright information?

Please check (✓) one of the following:



**NO**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does not contain copyright information.



**YES**, Proposal (including forms, documentation, or other materials submitted with the Proposal) does contain copyright information.

If you responded "YES", identify below the specific documents or pages containing copyright information.

Copyright Information: \_\_\_\_\_

*(Attach additional sheets if needed.)*

**C. Consent to Release Confidential/Proprietary/Copyright Information to BuyBoard Members**

BuyBoard members (Cooperative and nonprofit members) seeking to make purchases through the BuyBoard may wish to view information included in the Proposals of awarded Vendors. If you identified information on this form as confidential, proprietary, or subject to copyright, and you are awarded a BuyBoard contract, your acceptance of the BuyBoard contract award constitutes your consent to the disclosure of such information to BuyBoard members, including posting of such information on the secure BuyBoard website for members. Note: Neither the Cooperative nor its Administrator will be responsible for the use or distribution of information by BuyBoard members or any other party.

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

TASER International, Inc. \_\_\_\_\_

Company Name

\_\_\_\_\_  
Signature of Authorized Company Official

Josh Isner \_\_\_\_\_

Printed Name

8/7/15 \_\_\_\_\_

Date



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## **VENDOR BUSINESS NAME FORM**

By submitting a Proposal, Proposer is seeking to enter into a legal contract with the Cooperative. As such, a Proposer must be an individual or legal business entity capable of entering into a binding contract. Proposers, must completely and accurately provide the information requested below or your Proposal may be deemed non-responsive.

**Name of Proposing Company:** TASER International, Inc. \_\_\_\_\_

*(List the **legal** name of the company seeking to contract with the Cooperative. Do NOT list an assumed name, dba, aka, etc. here. Such information may be provided below. If you are submitting a joint proposal with another entity to provide the same proposed goods or services, each submitting entity should complete a separate vendor information form. Separately operating legal business entities, even if affiliated entities, which propose to provide goods or services separately must submit their own Proposals.)*

Please check (✓) one of the following:

**Type of Business:**

Individual/Sole Proprietor \_\_\_\_\_

Corporation ☒

Limited Liability Company \_\_\_\_\_

Partnership \_\_\_\_\_

Other \_\_\_\_\_

If other, identify \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**State of Incorporation** (if applicable): DE \_\_\_\_\_

**Federal Employer Identification Number:** [REDACTED] \_\_\_\_\_

*(Vendor must include a completed W-9 form with their proposal)*

List the Name(s) by which Vendor, if awarded, wishes to be identified on the BuyBoard: *(Note: If different than the Name of Proposing Company listed above, only valid trade names (dba, aka, etc.) of the Proposing Company may be used and a copy of your Assumed Name Certificate(s), if applicable, must be attached.)*

TASER International, Inc.





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## **FORMS CHECKLIST**

(Please check (v) the following)

- ☒ Completed: **Proposer's Agreement and Signature** (Form A)
- ☒ Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- ☒ Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- ☒ Completed: **Resident/Nonresident Certification** (Form D)
- ☒ Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- ☒ Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- ☒ Completed: **Deviation/Compliance Signature Form** (Form G)
- ☒ Completed: **Dealership Listings** (Form H)
- ☒ Completed: **Texas Regional Service Designation** (Form I)
- ☒ Completed: **State Service Designation** (Form J)
- ☒ Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- ☒ Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- ☒ Completed: **References, Price/Discount Information, and Marketing Strategy** (Form M)
- ☒ Completed: **Confidential/Proprietary Information Form** (Form N)
- ☒ Completed: **Vendor Business Name Form** (Form O)
- ☒ Completed: **Forms Checklist** (Form P)
- ☒ Completed: **Proposal Specification Form with Catalogs/Pricelists** (Form Q)  
*\*Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



## Proposal Invitation No. 500-15-Law Enforcement Body Cameras, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
<b>Section I: Body Camera Equipment, Products, and Supplies</b>					
1	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Cameras	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Cameras</b> - all types of body cameras. <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	____0____%	See Attached Pricing Document	
2	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Camera Software Management Systems	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Camera Software Management Systems</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	____0____%	See Attached Pricing Document	
3	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Camera Battery Packs	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Camera Battery Packs</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	____0____%	See Attached Pricing Document	
4	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Camera Docking Station	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Camera Docking Station</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	____0____%	See Attached Pricing Document	
5	Discount (%) Off Catalog/Pricelist for Law Enforcement Body Camera Cables and Related Supplies	Please state the discount (%) off catalog/pricelist for <b>Law Enforcement Body Camera Cables, Clips, Mounts, and Related Supplies</b> . <b>Catalog/Pricelist MUST be included or proposal will not be considered.</b>	____0____%	See Attached Pricing Document	

### **PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 500-15-Law Enforcement Body Cameras, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
6	Discount (%) Off Catalog/Pricelist for All Other Law Enforcement Body Camera Products	Please state the discount (%) off catalog/pricelist for <b>All Other Law Enforcement Body Camera Products</b> . Catalog/Pricelist <b>MUST</b> be included or proposal will not be considered.	____0____%	See Attached Pricing Document	
<b>Section II: Installation and Repair Service</b>			<b>Not to Exceed Hourly Labor Rate</b>	<b>Detailed Information on Hourly Labor Rate</b>	<b>Exceptions to Hourly Labor Rate</b>
7	Not to Exceed Hourly Labor Rate for: Installation of Law Enforcement Body Cameras and Related Items	<b>Hourly Labor Rate for Installation of Law Enforcement Body Cameras and Related Items</b> -- State the <b>Not to Exceed</b> hourly labor rate.	\$ ____/Hour		TASER does not have an hourly rate for installation and/or training. Our Professional Services Starter Package is \$2,500 for one day of service, including virtual set up. The Professional Service Full-Service Package is \$15,000 for 4 days of on-site service and training.

### PROPOSAL NOTE

1. Catalogs/Pricelists are required to be submitted with Proposal



## Proposal Invitation No. 500-15-Law Enforcement Body Cameras, Supplies and Equipment

(Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered<sup>1</sup>.)

Item No.	Short Description	Full Description	State Percent (%) of Discount off Catalog/Pricelist <sup>1</sup>	State Name of Catalog/Pricelist <sup>1</sup>	Exceptions to Discount
8	Not to Exceed Hourly Labor Rate for: Service/Repair of Law Enforcement Body Cameras and Related Items	<b>Hourly Labor Rate for Service/Repair of Law Enforcement Body Cameras and Related Items</b> -- State the <b>Not to Exceed</b> hourly labor rate.	\$ _____/Hour		TASER does not have an hourly rate for service and/or repairs. See our TASER Sales Terms and Conditions and Warranty documents for details.

### **PROPOSAL NOTE**

1. Catalogs/Pricelists are required to be submitted with Proposal

**TASER International, Inc.'s Sales Terms and Conditions  
for Direct Sales to End User Purchasers  
(Effective January 14, 2015)**

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

**Return Policies.** All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

**Exchanges for TASER Citizen Products.** The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, [www.TASER.com](http://www.TASER.com) and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, [www.TASER.com](http://www.TASER.com), or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

**Quotes.** A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers  
Department: Legal  
Version: 7.0  
Release Date: 1/14/2015

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Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

**Warranty Coverage.** Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at [www.TASER.com](http://www.TASER.com) are also applicable to your purchase.

**Product Warnings.** See our website at [www.TASER.com](http://www.TASER.com) for the most current product warnings.

**Proprietary Information.** You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.


**Design Changes.** We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

**Severable Provisions.** If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**No Assignment.** You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

**Entire Agreement.** These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

**Governing Law.** The laws of the state where you are physically located, without reference to conflict of law rules, govern these Sales Terms and Conditions 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 these Sales Terms and Conditions.

'Protect Life' is a trademark of TASER International, Inc., and  and TASER are trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2015 TASER International, Inc.

**TASER International, Inc.'s Hardware Warranty, Limitations and Release for  
Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada)  
(Effective March 12, 2014)**

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

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

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

If a valid warranty claim is received by 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.

**Optional Extended Hardware Warranty for AXON flex, AXON body, ETM, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X26P**

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

Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

**Exclusions and Limitations**

A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or

repair, whichever or part is exchanged becomes Purchaser's responsibility. If the item becomes TASER's responsibility, TASER will replace a TASER product of-warranty repair with the manufacturer's product. This warranty does not make TASER responsible for any other liabilities arising from the product, to follow instructions (b) damage caused by the product or from other parts, components manufactured or damaged caused by deliberate damage (d) damage to a repaired or modified product without the authorized person's permission. TASER's product number has been

**To the extent permitted by law and the remedy provided in lieu of all conditions, whether express or implied, TASER's warranty shall be governed by applicable law. TASER's warranty shall not be subject to any statutory or implied**

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

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

<sup>3</sup> TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, AXON flex camera (including

the universal magnetic clip), AXON body camera, Evidence Transfer Managers (ETMs), and EVIDENCE.com Docks.

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

<sup>5</sup> TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, and

Shockwave Power IV system.

<sup>6</sup> The manufacturer's warranty for the AXON flex camera, / that have failed or are defective at the time of a manufacturing defect replacement of the A replacement of the A battery are not covered

**TASER International, Inc.'s Sales Terms and Conditions for the  
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)  
(Effective May 15, 2015)**

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® Evidence.com Dock ("Dock"), AXON flex™ camera/AXON body camera, related accessories, and the TASER Assurance Plan ("TAP").<sup>1</sup> The products and TAP are expressly subject to and conditioned upon the Terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms. Any different or additional terms set forth by you, whether in a purchase order or another communication, are expressly objected to and will not be binding on TASER.

**TASER Assurance Plan (TAP).** TAP may be purchased as part of the Evidence.com Ultimate License ("Ultimate License"), Evidence.com Unlimited License ("Unlimited License"), Officer Safety Plan ("OSP"), or on a standalone basis. If TAP is purchased on a standalone basis, TAP's purchase price does not include any initial hardware, software and the Evidence.com services must be purchased separately. TAP provides you with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the AXON flex camera and controller, AXON body camera, or Dock, depending on the plan purchased. TAP does not apply to software or services offered for, by, on, or through the TASER.com or Evidence.com websites.

To qualify to purchase TAP, you must either purchase: (a) Ultimate or Unlimited Licenses for a 3-year term; (b) OSP for a 5-year term; or (c) standalone TAP and Evidence.com services for at least 3 years.

You may not buy more than one TAP for any one AXON camera or Dock product. TAP must be purchased for all AXON cameras/Docks purchased by your agency after your agency elects to participate in TAP.

**TAP Warranty Coverage.** See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at [www.TASER.com](http://www.TASER.com) ("Hardware Warranty"). TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.<sup>2</sup> TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the AXON camera/Dock product.

**SPARE AXON cameras.** For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "Spare

Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You 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. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You 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 your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

**TAP Upgrade Models.** Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses/Unlimited Licenses/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 you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

**TAP AXON Camera Upgrade Models.** If you purchased TAP 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 you would like to change product models for the Upgrade Model, then you 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 you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the AXON camera (and controller if

<sup>1</sup> These terms apply when you purchase TAP as a stand-alone service for AXON camera products or Docks or as part of the Ultimate License, Unlimited License or OSP. The Ultimate and Unlimited Licenses do not include TAP coverage for Docks. The OSP does include TAP coverage

for Docks.

<sup>2</sup> Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.



TASER International, Inc. (TASER, us, or we) and \_\_\_\_\_ (Agency, your, or you) agree to accept and be bound by the following terms and conditions effective \_\_\_\_\_, 20\_\_\_\_ (Effective Date).

**1 Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.

**2 You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

**3 Evidence.com Data Security.**

**3.1 Generally.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We 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 you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your 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 you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

**3.2 FBI CJIS Security Addendum.** For customers based in the United States, we agree 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. Upon request we will provide a signed CJIS Security Addendum Certification for each authorized employee to you or, if it exists, a statewide repository for such documentation.

**4 Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We 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). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

**5 Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

**6 Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

**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; except in the case of the Public Agency Optional Licenses described in Section 8.1. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per

**10.2 Free Trial Term.** If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period (**Trial Term**). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

**10.3 Free Evidence.com Lite Account.** If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (**CEW**) firing logs and TASER CAM data.

**11 Termination.**

**11.1 Termination for Cause.**

**11.1.1 By Either Party.** Either party may terminate this Agreement 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 you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

**11.1.2 By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your 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 you. You agree to deliver notice of termination under this Section (11.1.2) at least 90 days prior to the end of the then current fiscal year.

**11.2 Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5–7, 12, 13 (except the license granted to you in Section 13), 14, and 16–20 will continue to apply in accordance with their terms.

**12 Return of Your Content.**

**12.1 During the Term.** You can log into the Evidence.com Services to retrieve and manually download Your Content at any time during the Term.

**12.2 After Termination.** We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

**12.3 Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warranty or guarantee data integrity or readability in the external system.

**13 IP Rights.** We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

**14 License Restrictions.** Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your 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 to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to

that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have 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 Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (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 us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

**19 Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

**20 Miscellaneous.**

**20.1 Definitions.**

**20.1.1 "Evidence.com Services"** means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

**20.1.2 "Your Content"** means software, data, text, audio, video, images or other content you or any of 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 your account or otherwise transfer, process, use or store in connection with your account.

**20.1.3 "Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.

**20.1.4 "Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our 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. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

**20.1.5 "Policies"** means any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the Evidence.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

**20.2 Confidentiality.** Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

**20.3 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.



## Evidence.com Master Service Agreement

(whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. 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 we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**20.16 Voluntary Agreement.** This Agreement was negotiated and executed voluntarily and is not the result of duress, fraud, undue influence or any threat of any kind. All parties had the opportunity to read and consider this Agreement, to consult with counsel, and fully understand the Agreement.

**20.17 Time is of the Essence.** Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

**20.18 Counterparts.** If this Agreement form requires the signatures of the parties, then this Agreement may be executed in multiple counterparts, each of which is considered an original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

**TASER International, Inc.**


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

Address:  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255  
Attn: General Counsel  
Email: legal@taser.com

**Agency Name:** \_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature Date: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Document revised 7-14-2015]

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## Professional Services Agreement

BY ORDERING OR ACCEPTING PROFESSIONAL SERVICES FROM TASER INTERNATIONAL, INC. (TASER) YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU ACCEPT AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not order or accept the Professional Services. In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective as of the date you signed the Quote or submit your purchase order, whichever is first (**Effective Date**).

### Terms and Conditions

This Professional Services Agreement (**Agreement**) is an agreement between TASER International, Inc. (TASER, **we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement contains the terms and conditions that govern our provision of Professional Services (**Services**)

#### 1. Term.

The term of this Agreement commences on the Effective Date. The actual work to be performed by us is not authorized to begin until we receive the signed Quote or your purchase order, whichever is first. Amounts pre-paid for Services will expire within 6 months of the Effective Date; therefore all Services must be completed within that time period.

#### 2. Scope of Services. The project scope will consist of the Services identified on your Quote.

- a. The Full-Service Package and Starter Package for the Axon and Evidence.com related Services are detailed below:

Description of the AXON Service Packages		
	Full-Service Package	Starter Package
<b>System set up and configuration</b> 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).	1 on-site session	virtual assistance
<b>Dock installation</b> 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	virtual assistance
<b>Dedicated Project Manager</b> 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.	✓	✓
<b>Weekly project planning meetings</b> 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	✓	✓

<b>Description of the CEW Service Packages</b>		
	<b>Full-Service Package</b>	<b>Starter Package</b>
<b>Best practice implementation planning session to:</b> Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the TASER CEW products and Evidence.com services.	on-site assistance	virtual assistance
<b>System Admin and troubleshooting training sessions</b> On-site sessions—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.	✓	✓
<b>Instructor training</b> TASER's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs.	training for up to 3 individuals at the Agency	training for up to 1 individual at the Agency
<b>TASER CEW inspection and device assignment</b> TASER's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.	✓	✓
<b>Annual TASER CEW inspection and firmware update</b> TASER's on-site professional services team will perform an annual TASER CEW inspection to ensure good working condition and perform any necessary firmware updates for 5 years after the date of the purchase of the Professional Service.	✓	
<b>Post go live review session</b>	on-site assistance	virtual assistance

c. Additional training days may be added on to any service package for additional fees set forth in your Quote.

**3. Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

**4. Delivery of Services.**

**a. Hours and Travel.** Our 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 our personnel to your premises will not be charged as work hours performed.

**b. Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

**c. Delays.** If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.

this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

**8. Acceptance Checklist.** We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

**9. Liability for Loss or Corruption of Data.** The parties' default obligations concerning the liability for any loss or corruption of data under this Agreement are as follows:

a. You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence.

b. If, as a direct result of our negligence in performing the Services, your software or data is damaged, lost, or corrupted, we will assist you in loading the media (e.g., tape) in which you stored the backup copy of your software or data onto the server, mainframe, or other computer system to which your software or data is to be restored. The assistance provided by us may consist of telephone support to your personnel performing the software or data restoration. However, our assistance is conditioned upon TASER being notified by you within 24 hours of you becoming aware that your software or data has been damaged, lost, or corrupted as a direct result of our negligence in performing the Services. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

c. The section does not apply to your data stored on Evidence.com and covered by the Evidence.com Master Service Agreement.

**10. Indemnification and Limitation of Liability.** Except to the extent caused by the negligent acts or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.

**11. Insurance.** We will maintain at our own expense and in effect during the Term, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance upon your request:



Product Code	Product Full Name	List Price Currency	List Price
98100	Cartridge, Simulator (98100)	USD	\$11.19
96100	Handle, Simulator (X26) (96100)	USD	\$271.64
89600	PROFESSIONAL EVIDENCE.COM LICENSE 6 MONTHS (89600)	USD	\$245.70
89511	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT (89511)	USD	\$491.40
89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT (89501)	USD	\$491.40
89411	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT (89411)	USD	\$491.40
89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT (89401)	USD	\$491.40
89311	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT (89311)	USD	\$491.40
89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT (89301)	USD	\$491.40
89300	PROFESSIONAL EVIDENCE.COM LICENSE 3 MONTHS (89300)	USD	\$31.50
89211	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT (89211)	USD	\$491.40
89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT (89201)	USD	\$491.40
89111	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT (89111)	USD	\$491.40
89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT (89101)	USD	\$491.40
89011	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 4 YEAR (89011)	USD	\$1,965.60
89010	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 3 YEAR (89010)	USD	\$1,474.20
89009	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 2 YEAR (89009)	USD	\$982.80
89008	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR (89008)	USD	\$2,457.00
89007	PROSECUTOR PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR (89007)	USD	\$491.40
89005	PROFESSIONAL EVIDENCE.COM LICENSE: 5 YEAR (89005)	USD	\$2,457
89004	PROFESSIONAL EVIDENCE.COM LICENSE: 4 YEAR (89004)	USD	\$1,965.60
89003	PROFESSIONAL EVIDENCE.COM LICENSE: 3 YEAR (89003)	USD	\$1,474.20
89002	PROFESSIONAL EVIDENCE.COM LICENSE: 2 YEAR (89002)	USD	\$982.80
89001	PROFESSIONAL EVIDENCE.COM LICENSE: 1 YEAR (89001)	USD	\$491.40
88511	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT (88511)	USD	\$0.00
88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT (88501)	USD	\$315.00
88411	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT (88411)	USD	\$0.00
88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT (88401)	USD	\$315.00



88311	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT (88311)	USD	\$0.00
88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT (88301)	USD	\$315.00
88211	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT (88211)	USD	\$0.00
88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT (88201)	USD	\$315.00
88111	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT (88111)	USD	\$0.00
88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT (88101)	USD	\$315.00
88010	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: 4 YEAR (88010)	USD	\$0.00
88009	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: 3 YEAR (88009)	USD	\$0.00
88008	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: 2 YEAR (88008)	USD	\$0.00
88007	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: 5 YEAR (88007)	USD	\$0.00
88006	PROSECUTOR STANDARD EVIDENCE.COM LICENSE: 1 YEAR (88006)	USD	\$0.00
88005	STANDARD EVIDENCE.COM LICENSE: 5 YEAR (88005)	USD	\$1,575.00
88004	STANDARD EVIDENCE.COM LICENSE: 4 YEAR (88004)	USD	\$1,260.00
88003	STANDARD EVIDENCE.COM LICENSE: 3 YEAR (88003)	USD	\$945.00
88002	STANDARD EVIDENCE.COM LICENSE: 2 YEAR (88002)	USD	\$630.00
88001	STANDARD EVIDENCE.COM LICENSE: 1 YEAR (88001)	USD	\$315.00
87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT (87501)	USD	\$189.00
87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT (87401)	USD	\$189.00
87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT (87301)	USD	\$189.00
87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT (87201)	USD	\$189.00
87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT (87101)	USD	\$189.00
87034	5 YEAR OFFICER SAFETY PLAN BODY 2 (87034)	USD	\$0.00
87033	2 YEAR EXTENDED WARRANTY AXON FLEET (87033)	USD	\$209.95
87032	4 YEAR EXTENDED WARRANTY AXON FLEET (87032)	USD	\$419.90
87031	2 YEAR EXTENDED WARRANTY DOCK 2 SIX BAY + CORE (87031)	USD	\$524.90
87030	2 YEAR EXTENDED WARRANTY DOCK 2 SINGLE BAY + CORE (87030)	USD	\$136.40
87029	2 YEAR EXTENDED WARRANTY BODY 2 (87029)	USD	\$209.95
87028	TASER ASSURANCE PLAN DOCK 2 5 YEAR UPFRONT (87028)	USD	\$1,134.00
87027	TASER ASSURANCE PLAN DOCK 2 3 YEAR UPFRONT (87027)	USD	\$680.40
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT (87026)	USD	\$226.80
87025	5 YEAR OFFICER SAFETY PLAN DOCK 2 SINGLE BAY + CORE (87025)	USD	\$0.00
87024	5 YEAR OFFICER SAFETY PLAN DOCK 2 SIX BAY + CORE (87024)	USD	\$0.00
87023	5 YEAR TASER ASSURANCE PLAN DOCK 2 SINGLE BAY + CORE (87023)	USD	\$0.00
87022	5 YEAR TASER ASSURANCE PLAN DOCK 2 SIX BAY + CORE (87022)	USD	\$0.00
87021	3 YEAR TASER ASSURANCE PLAN DOCK 2 SINGLE BAY + CORE (87021)	USD	\$0.00
87020	3 YEAR TASER ASSURANCE PLAN DOCK 2 SIX BAY + CORE (87020)	USD	\$0.00
87019	5 YEAR TASER ASSURANCE PLAN BODY 2 (87019)	USD	\$0.00
87018	3 YEAR TASER ASSURANCE PLAN BODY 2 (87018)	USD	\$0.00

87017	BASIC EVIDENCE.COM FLEET: YEAR 5 PAYMENT (87017)	USD	\$315.00
87016	BASIC EVIDENCE.COM FLEET: YEAR 4 PAYMENT (87016)	USD	\$315.00
87015	BASIC EVIDENCE.COM FLEET: YEAR 3 PAYMENT (87015)	USD	\$315.00
87014	BASIC EVIDENCE.COM FLEET: YEAR 2 PAYMENT (87014)	USD	\$315.00
87013	BASIC EVIDENCE.COM FLEET: YEAR 1 PAYMENT (87013)	USD	\$315.00
87012	BASIC EVIDENCE.COM FLEET: 5 YEAR (87012)	USD	\$1,575.00
87011	BASIC EVIDENCE.COM FLEET: 3 YEAR (87011)	USD	\$945.00
87010	BASIC EVIDENCE.COM FLEET: 1 YEAR (87010)	USD	\$315.00
87005	BASIC EVIDENCE.COM LICENSE: 5 YEAR (87005)	USD	\$945.00
87004	BASIC EVIDENCE.COM LICENSE: 4 YEAR (87004)	USD	\$756.00
87003	BASIC EVIDENCE.COM LICENSE: 3 YEAR (87003)	USD	\$567.00
87002	BASIC EVIDENCE.COM LICENSE: 2 YEAR (87002)	USD	\$378
87001	BASIC EVIDENCE.COM LICENSE: 1 YEAR (87001)	USD	\$189
86005	EVIDENCE.COM ARCHIVAL STORAGE 5 YEAR (86005)	USD	\$1.97
86004	EVIDENCE.COM ARCHIVAL STORAGE 4 YEAR (86004)	USD	\$1.58
86003	EVIDENCE.COM ARCHIVAL STORAGE 3 YEAR (86003)	USD	\$1.19
86002	EVIDENCE.COM ARCHIVAL STORAGE 2 YEAR (86002)	USD	\$0.79
86001	EVIDENCE.COM ARCHIVAL STORAGE 1 YEAR (86001)	USD	\$0.40
86000	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE (86000)	USD	\$0.40
85535	EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT (85535)	USD	\$3.94
85435	EVIDENCE.COM STORAGE (GB)-4 YEAR CONTRACT (85435)	USD	\$3.15
85335	EVIDENCE.COM STORAGE (GB)-3 YEAR CONTRACT (85335)	USD	\$2.36
85290	4 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT (85290)	USD	\$0.00
85289	4 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT (85289)	USD	\$0.00
85288	4 YEAR TAP DOCK 2 SIX BAY REPLACEMENT (85288)	USD	\$0.00
85287	4 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT (85287)	USD	\$0.00
85286	4 YEAR TASER ASSURANCE PLAN BODY 2 REPLACEMENT (85286)	USD	\$0.00
85285	4 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT (85285)	USD	\$0.00
85284	4 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT (85284)	USD	\$0.00
85283	4 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT (85283)	USD	\$0.00
85282	4 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT (85282)	USD	\$0.00
85281	4 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT (85281)	USD	\$0.00
85280	4 YEAR TAP AXON FLEX REPLACEMENT (85280)	USD	\$0.00
85279	3.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT (85279)	USD	\$0.00
85278	3.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT (85278)	USD	\$0.00
85277	3.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT (85277)	USD	\$0.00
85276	3.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT (85276)	USD	\$0.00
85275	3.5 YEAR TAP BODY 2 REPLACEMENT (85275)	USD	\$0.00
85274	3.5 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT (85274)	USD	\$0.00

85273	3.5 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT (85273)	USD	\$0.00
85272	3.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT (85272)	USD	\$0.00
85271	3.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT (85271)	USD	\$0.00
85270	3.5 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT (85270)	USD	\$0.00
85269	3.5 YEAR TAP AXON FLEX REPLACEMENT (85269)	USD	\$0.00
85268	3 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT (85268)	USD	\$0.00
85267	3 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT (85267)	USD	\$0.00
85266	3 YEAR TAP DOCK 2 SIX BAY REPLACEMENT (85266)	USD	\$0.00
85265	3 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT (85265)	USD	\$0.00
85264	3 YEAR TAP BODY 2 REPLACEMENT (85264)	USD	\$0.00
85263	3 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT (85263)	USD	\$0.00
85262	3 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT (85262)	USD	\$0.00
85261	3 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT (85261)	USD	\$0.00
85260	3 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT (85260)	USD	\$0.00
85259	3 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT (85259)	USD	\$0.00
85258	3 YEAR TAP AXON FLEX REPLACEMENT (85258)	USD	\$0.00
85257	2.5 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT (85257)	USD	\$0.00
85256	2.5 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT (85256)	USD	\$0.00
85255	2.5 YEAR TAP DOCK 2 SIX BAY REPLACEMENT (85255)	USD	\$0.00
85254	2.5 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT (85254)	USD	\$0.00
85253	2.5 YEAR TAP BODY 2 REPLACEMENT (85253)	USD	\$0.00
85252	2.5 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT (85252)	USD	\$0.00
85251	2.5 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT (85251)	USD	\$0.00
85250	TASER 60 TASERCAM HD (85250)	USD	\$0.00
85235	EVIDENCE.COM STORAGE (GB)-2 YEAR CONTRACT (85235)	USD	\$1.58
85234	2.5 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT (85234)	USD	\$0.00
85233	2.5 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT (85233)	USD	\$0.00
85232	2.5 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT (85232)	USD	\$0.00
85231	2.5 YEAR TAP AXON FLEX REPLACEMENT (85231)	USD	\$0.00
85230	2 YEAR TAP DOCK 2 SINGLE BAY + CORE REPLACEMENT (85230)	USD	\$0.00
85229	2 YEAR TAP DOCK 2 SIX BAY + CORE REPLACEMENT (85229)	USD	\$0.00
85228	2 YEAR TAP DOCK 2 SIX BAY REPLACEMENT (85228)	USD	\$0.00
85227	2 YEAR TAP DOCK 2 SINGLE BAY REPLACEMENT (85227)	USD	\$0.00
85226	2 YEAR TAP BODY 2 REPLACEMENT (85226)	USD	\$0.00

85225	2 YEAR TAP SINGLE BAY+HUB EVIDENCE.COM REPLACEMENT (85225)	USD	\$0.00
85224	2 YEAR TAP SIX BAY+HUB EVIDENCE.COM DOCK REPLACEMENT (85224)	USD	\$0.00
85223	2 YEAR TAP EVIDENCE.COM DOCK 6 BAY REPLACEMENT (85223)	USD	\$0.00
85222	2 YEAR TAP EVIDENCE.COM DOCK SINGLE BAY REPLACEMENT (85222)	USD	\$0.00
85219	2 YEAR TAP EVIDENCE.COM DOCK HUB REPLACEMENT (85219)	USD	\$0.00
85218	2 YEAR TAP AXON FLEX REPLACEMENT (85218)	USD	\$0.00
85170	INTERVIEW ROOM, INSTALL AND SETUP (85170)	USD	\$2,625.00
85169	TWO-DAY PRODUCT SPECIFIC INSTRUCTOR COURSE WITH RECERTIFI (85169)	USD	\$8,190.00
85168	CEW FULL SERVICE WITH INSTRUCTOR TRAINING (85168)	USD	\$18,375.00
85167	UNLIMITED EVIDENCE.COM FLEET: YEAR 5 PAYMENT (85167)	USD	\$491.40
85166	UNLIMITED EVIDENCE.COM FLEET: YEAR 4 PAYMENT (85166)	USD	\$491.40
85165	UNLIMITED EVIDENCE.COM FLEET: YEAR 3 PAYMENT (85165)	USD	\$491.40
85164	UNLIMITED EVIDENCE.COM FLEET: YEAR 2 PAYMENT (85164)	USD	\$491.40
85163	UNLIMITED EVIDENCE.COM FLEET: YEAR 1 PAYMENT (85163)	USD	\$491.40
85162	UNLIMITED EVIDENCE.COM FLEET: 5 YEAR (85162)	USD	\$2,457.00
85161	UNLIMITED EVIDENCE.COM FLEET: 3 YEAR (85161)	USD	\$1,474.20
85155	SUBCONTRACTING SERVICES (85155)	USD	\$57,759.66
85152	5 YEAR OFFICER SAFETY PLAN SINGLE BAY+HUB EVIDENCE.COM (85152)	USD	\$0.00
85151	5 YEAR OFFICER SAFETY PLAN SIX BAY+HUB EVIDENCE.COM DOCK (85151)	USD	\$0.00
85150	CEW ADD-ON SERVICES (85150)	USD	\$1,050.00
85149	CEW 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE (85149)	USD	\$4,095.00
85147	CEW STARTER (85147)	USD	\$2,625.00
85146	AXON 1-DAY SERVICE (85146)	USD	\$2,100
85144	AXON STARTER (85144)	USD	\$2,625
85139	FIVE YEAR FLEX OFFICER SAFETY PLAN (85139)	USD	\$0.00
85135	OFFICER SAFETY PLAN FIVE YEAR CONTRACT UPFRONT PAYMENT (85135)	USD	\$6,237
85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT (85134)	USD	\$1,247.40
85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT (85133)	USD	\$1,247.40
85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT (85132)	USD	\$1,247.40
85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT (85131)	USD	\$1,247.40
85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT (85130)	USD	\$1,247.40
85129	EVIDENCE.COM UNLIMITED LICENSE YEAR FIVE YR UPFRONT PAYMENT (85129)	USD	\$4,977
85128	EVIDENCE.COM UNLIMITED LICENSE YEAR THREE YR UPFRONT PAYMENT (85128)	USD	\$2,986.20
85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT (85127)	USD	\$995.40

85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT (85126)	USD	\$995.40
85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT (85125)	USD	\$995.40
85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT (85124)	USD	\$995.40
85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT (85123)	USD	\$995.40
85119	5 YEAR TASER ASSURANCE PLAN SINGLE BAY+HUB EVIDENCE.COM (85119)	USD	\$0.00
85118	3 YEAR TASER ASSURANCE PLAN SINGLE BAY+HUB EVIDENCE.COM (85118)	USD	\$0.00
85117	5 YEAR TASER ASSURANCE PLAN SIX BAY+HUB EVIDENCE.COM DOCK (85117)	USD	\$0.00
85116	3 YEAR TASER ASSURANCE PLAN SIX BAY+HUB EVIDENCE.COM DOCK (85116)	USD	\$0.00
85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT (85115)	USD	\$21.00
85114	EVIDENCE.COM INCLUDED STORAGE (GB)-5 YEAR CONTRACT (85114)	USD	\$0.00
85113	EVIDENCE.COM INCLUDED STORAGE (GB)-4 YEAR CONTRACT (85113)	USD	\$0.00
85112	EVIDENCE.COM INCLUDED STORAGE (GB)-3 YEAR CONTRACT (85112)	USD	\$0.00
85111	EVIDENCE.COM INCLUDED STORAGE (GB)-2 YEAR CONTRACT (85111)	USD	\$0.00
85110	EVIDENCE.COM INCLUDED STORAGE (85110)	USD	\$0.00
85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT (85100)	USD	\$189.00
85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR (85099)	USD	\$945.00
85098	EVIDENCE.COM INTEGRATION LICENSE: 3 YEAR (85098)	USD	\$567.00
85097	EVIDENCE.COM INTEGRATION LICENSE: 1 YEAR (85097)	USD	\$189.00
85095	5 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK SINGLE BAY (85095)	USD	\$0.00
85092	3 YEAR TASER ASSURANCE PLAN EVIDENCE.COM DOCK SINGLE BAY (85092)	USD	\$0.00
85089	TASER ASSURANCE PLAN UPFRONT PAYMENT, DOCK: 3 YEAR (85089)	USD	\$113.40
85088	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 3 YEAR (85088)	USD	\$642.60
85087	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX: 3 YEAR (85087)	USD	\$869.40
85086	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON BODY: 5 YEAR (85086)	USD	\$1,071.00
85083	TASER ASSURANCE PLAN UPFRONT PAYMENT, AXON FLEX 5 YEAR (85083)	USD	\$1,449.00
85082	TASER ASSURANCE PLAN UPFRONT PAYMENT, TASERCAM HD (85082)	USD	\$576.47
85079	TASER ASSURANCE PLAN DOCK ANNUAL PAYMENT (85079)	USD	\$37.80

85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT (85078)	USD	\$693.00
85074	3 YEAR TASER ASSURANCE PLAN AXON FLEX (85074)	USD	\$0.00
85073	3 YEAR TASER ASSURANCE PLAN BODYCAM (85073)	USD	\$0.00
85072	ULTIMATE EVIDENCE.COM LICENSE: 5 YEAR (85072)	USD	\$3,465
85071	ULTIMATE EVIDENCE.COM LICENSE: 3 YEAR (85071)	USD	\$2,079
85070	TASER ASSURANCE PLAN ANNUAL PAYMENT, BODYCAM (85070)	USD	\$214.20
85069	5 YEAR TASER ASSURANCE PLAN , BODYCAM (85069)	USD	\$0.00
85055	AXON FULL SERVICE (85055)	USD	\$15,750
85054	TASER ASSURANCE PLAN AXON FLEX ANNUAL PAYMENT (85054)	USD	\$289.80
85053	5 YEAR TASER ASSURANCE PLAN AXON FLEX (85053)	USD	\$0.00
85052	TASER ASSURANCE PLAN TASERCAM HD ANNUAL PAYMENT (85052)	USD	\$115.25
85051	TASER ASSURANCE PLAN TASERCAM HD (85051)	USD	\$0.00
85035	EVIDENCE.COM STORAGE (85035)	USD	\$0.79
85002	Taser Cleaning Kit (85002)	USD	\$67.11
85000	Alligator Clip (Assembled) (85000)	USD	\$50.37
80100	CUSTOMER CARE, LASER, ENGRAVING (80100)	USD	\$7.28
80004	TARGET, CONDUCTIVE, 2 PART, TOP AND BOTTOM (80004)	USD	\$28.96
80002	TARGET, PAPER, CONDUCTIVE INK, CIVILIAN (80002)	USD	\$7.77
74027	Axon Fleet Dongle (74027)	USD	\$15.70
74025	MOUNT ASSEMBLY, AXON FLEET (74025)	USD	\$83.95
74024	BATTERY SYSTEM, AXON FLEET (74024)	USD	\$136.45
74023	LG POCKET MOUNT, 6?, AXON BODY 2 (74023)	USD	\$31.45
74022	SM POCKET MOUNT, 4?, AXON BODY 2 (74022)	USD	\$31.45
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON BODY 2 (74021)	USD	\$31.45
74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2 (74020)	USD	\$31.45
74019	Z-BRACKET MOUNT, WOMENS, AXON BODY 2 (74019)	USD	\$31.45
74018	Z-BRACKET MOUNT, MENS, AXON BODY 2 (74018)	USD	\$31.45
74016	AXON CAMERA ASSEMBLY, ONLINE, T&E KIT, AXON BODY 2 (74016)	USD	\$682.45
74011	AXON DOCK, SINGLE BAY, AXON BODY 2 (74011)	USD	\$261.45
74010	AXON DOCK, 6 BAY, AXON BODY 2 (74010)	USD	\$1,413.30
74009	AXON DOCK, SINGLE BAY + CORE, AXON BODY 2 (74009)	USD	\$261.45
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2 (74008)	USD	\$1,569.75
74006	AXON CAMERA BATTERY PACK, AXON BODY 2, BLK (74006)	USD	\$31.45
74004	AXON CAMERA ASSEMBLY, OFFLINE, AXON BODY 2, BLK (74004)	USD	\$418.95
74003	CAMERA SYSTEM, AXON FLEET (74003)	USD	\$418.95
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK (74001)	USD	\$418.95
73099	HELMET MOUNT, SWAT KIT, FLEX (73099)	USD	\$31.45
73098	CAMERA SYSTEM, AXON BODY, OFFLINE (73098)	USD	\$418.95
73097	CAMERA SYSTEM, AXON FLEX, OFFLINE (73097)	USD	\$628.95
73096	CAMERA SYSTEM, AXON FLEX (73096)	USD	\$628.95
73095	CAMERA SYSTEM, AXON BODY (73095)	USD	\$418.95
73094	VIEWER / SMART DEVICE (73094)	USD	\$208.95

73093	HOLSTER, HORIZ CLIP, LG, AXON BODY (73093)	USD	\$31.45
73092	VIEWER, ANDROID (73092)	USD	\$208.95
73089	POCKET MOUNT HOLSTER, AXON BODY (73089)	USD	\$31.45
73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX (73088)	USD	\$31.45
73084	AXON FLEX DVR 2 YEAR EXTENDED WARRANTY (73084)	USD	\$236.20
73081	WALL WART, 2 USB, 2.1/1.0 AMP CHARGER, INT KIT (73081)	USD	\$15.70
73078	HOLSTER, Z-BRACKET, HW, AXONBODY (73078)	USD	\$31.45
73077	HOLSTER, BELT CLIPS, AXONBODY (73077)	USD	\$31.45
73067	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 36 (73067)	USD	\$13.60
73062	BALL CAP MOUNT, AXON, FLEX (73062)	USD	\$31.45
73060	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48 (73060)	USD	\$13.60
73059	BALLISTICS VEST MOUNT, ROTATING, FLEX (73059)	USD	\$20.95
73058	LOW RIDER, HEADBAND, LARGE, FLEX (73058)	USD	\$57.70
73039	TRIAL KIT, AXON FLEX, PILOT (73039)	USD	\$851.38
73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX (73036)	USD	\$31.45
73034	OAKLEY FLAK JACKET® KIT, FLEX (73034)	USD	\$157.45
73033	AXON FLEX KIT 2 YEAR EXTENDED WARRANTY (73033)	USD	\$314.95
73031	VIEWER, IOS (73031)	USD	\$208.95
73021	MULTI-MOUNTING OPTION KIT, FLEX (73021)	USD	\$209.95
73020	UNIVERSAL MAGNET, CLIP, FLEX (73020)	USD	\$8.35
73013	HELMET MOUNT, FLEX (73013)	USD	\$20.95
73011	EPAULETTE MOUNT, FLEX (73011)	USD	\$20.95
73010	LOWRIDER, HEADBAND, FLEX (73010)	USD	\$52.45
73008	OAKLEY, CLIP, FLEX (73008)	USD	\$20.95
73004	WALL CHARGER, USB SYNC CABLE, FLEX (73004)	USD	\$15.70
73001	CONTROLLER, AXON FLEX (73001)	USD	\$157.50
73000	CAMERA, AXON FLEX (73000)	USD	\$471.45
70116	PPM, SIGNAL (70116)	USD	\$94.49
70115	CONTROLLER, AXON FLEX, SIGNAL (70115)	USD	\$250.95
70114	CAMERA SYSTEM, AXON FLEX, OFFLINE, SIGNAL (70114)	USD	\$722.40
70113	CAMERA SYSTEM, AXON FLEX, SIGNAL (70113)	USD	\$722.40
70112	AXON SIGNAL UNIT (70112)	USD	\$292.95
70043	EVIDENCE.COM DOCK 2, SIX CAMERA BAY+HUB, T&E (70043)	USD	\$1,569.75
70042	EVIDENCE.COM, DOCK 2, SINGLE CAMERA BAYS +HUB, T&E (70042)	USD	\$261.45
70040	EVIDENCE.COM, DOCK, DESK PLATE, 6 BAYS (70040)	USD	\$36.75
70038	2 YEAR EXTENDED WARRANTY SINGLE BAY+HUB EVIDENCE.COM DOCK (70038)	USD	\$136.40
70037	2 YEAR EXTENDED WARRANTY SIX BAY+HUB EVIDENCE.COM DOCK (70037)	USD	\$524.90
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK (70033)	USD	\$36.75
70028	EVIDENCE.COM DOCK, AXON SINGLE BAY EXPANSION (70028)	USD	\$261.45
70027	EVIDENCE.COM DOCK, CORE (70027)	USD	\$156.45
70026	EVIDENCE.COM DOCK, AXON SIX BAY (70026)	USD	\$1,569.75

70023	EVIDENCE.COM DOCK, AXON SINGLE BAY (70023)	USD	\$261.45
50152	SV-16 SYSTEM, 1 YR SMA (50152)	USD	\$262.50
50151	1 UNIFIED OMNICAST/SYNERGIS STAND SYS, 1 YR SMA (50151)	USD	\$210.00
50150	1 OMNICAST ENTERPRISE CAM, 1 YR SMA (50150)	USD	\$52.50
50149	CAM CONNECTION #OM-E-1C (50149)	USD	\$262.50
50147BAD	AXIS CAMERA, Q3505-V NETWORK CAMERA (50147BAD)	USD	\$1,216.17
50147	AXIS CAMERA, Q3505-V NETWORK CAMERA (50147)	USD	\$1,216.17
50146	OUTSOURCE PLUS ENHANCED POE+ INJECTOR (50146)	USD	\$105.00
50144	RECORDING SERVER - WINDOWS 7 W/ 16 GB RAM ? 2U XEON E3-1226 (50144)	USD	\$2,859.35
50142	LOUROE LE-778 COVERT MIC (50142)	USD	\$191.27
50140	AXON CONVERT SUPPORT AND MAINTENANCE (50140)	USD	\$367.50
50139	AXON CONVERT (50139)	USD	\$1,575.00
50138	AXON FIVE FIRST RESPONDER SUPPORT AND MAINTENANCE (50138)	USD	\$315.00
50137	AXON FIVE FIRST RESPONDER (50137)	USD	\$1,050.00
50136	AXON FIVE PROFESSIONAL SUPPORT AND MAINTENANCE (50136)	USD	\$1,023.75
50135	AXON FIVE PROFESSIONAL (50135)	USD	\$3,123.75
50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD (50127)	USD	\$2,556.52
50125	CISCO SWITCH - 24-PORT POE IP BASED (ENTERPRISE CLASS) (50125)	USD	\$4,832.10
50124	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH (50124)	USD	\$1,369.57
50123	HP SWITCH - 8PORT GIGABIT MAX POE MANAGED SWITCH (50123)	USD	\$684.78
50118	LOUROE MICROPHONE (POE) (50118)	USD	\$191.74
50116	AXIS T8311 PTZ JOYSTICK (50116)	USD	\$523.48
50115	AXIS M5014 PTZ DOME CAMERA COVERT (50115)	USD	\$776.09
50114	AXIS SENSOR UNIT F1025 (50114)	USD	\$388.05
50113	AXIS F41 COVERT MAIN UNIT (50113)	USD	\$624.49
50112	AXIS VANDAL RESISTENT IP DOME CAMERA 3364-V (50112)	USD	\$941.96
50103	BROADBERRY STORAGE SERVER - 72TB USABLE (50103)	USD	\$18,722.89
50101	RECORDING SERVER - WINDOWS SERVER W/ 16 GB RAM - 2U XEON E-3 (50101)	USD	\$4,592.61
50097	AMPED, DETECT TRAINING, HENDERSON (50097)	USD	\$1,044.75
50095	AMPED, FIVE INTERMEDIATE TRAINING, HENDERSON (50095)	USD	\$1,391.25
50094	AMPED, FIVE BASIC TRAINING, HENDERSON (50094)	USD	\$1,044.75
50093	AXON COMMANDER BASIC SUPPORT AND MAINTENANCE (50093)	USD	\$105.00
50092	AXON COMMANDER PRO SUPPORT AND MAINTENANCE (50092)	USD	\$210.00
50091	AXON COMMANDER PRO LICENSE (50091)	USD	\$1,050.00
50090	AXON COMMANDER BASIC LICENSE (50090)	USD	\$525.00
50089	COMMANDER EVIDENCE MANAGER SOFTWARE LICENSE (50089)	USD	\$26,250.00
50088	CLEARVIEW IP RECORDING LICENSE (50088)	USD	\$1,575.00
50087	AVENGER ANNUAL SOFTWARE MAINTENANCE AGREEMENT (50087)	USD	\$1,050.00



50086	AXON TOUCH PANEL SOFTWARE MAINTENANCE 5 YEAR UPFRONT (50086)	USD	\$1,575.00
50085	AXON STREAMING SERVER SOFTWARE MAINTENANCE 5 YEAR UPFRONT (50085)	USD	\$1,837.50
50084	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE 5 YEAR UPFRONT (50084)	USD	\$6,237.00
50083	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE 5 YEAR UPFRONT (50083)	USD	\$4,347
50082	COMMANDER ANNUAL SOFTWARE MAINTENANCE AGREEMENT (50082)	USD	\$1,050.00
50081	AXON CONVERT, BASIC DIGITAL EVIDENCE CONVERSION, 2 DAY (50081)	USD	\$4,200.00
50080	AXON DETECT, 2 DAY (50080)	USD	\$4,200.00
50079	AXON FIVE PROFESSIONAL, ADVANCED FORENSIC, 5 DAY (50079)	USD	\$15,750.00
50078	AXON FIVE PROFESSIONAL, INTERMEDIATE FORENSIC, 3 DAY (50078)	USD	\$6,300.00
50077	AXON FIVE PROFESSIONAL, BASIC FORENSIC, 2 DAY (50077)	USD	\$4,200.00
50076	AXON DETECT SUPPORT AND MAINTENANCE (50076)	USD	\$1,548.75
50075	AXON DETECT (50075)	USD	\$5,775.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT (50074)	USD	\$315.00
50073	TRACER CAMERA SOFTWARE MAINTENANCE ANNUAL PAYMENT (50073)	USD	\$1,050.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT (50072)	USD	\$367.50
50071	AXON STREAMING SERVER LICENSE (PER SERVER) (50071)	USD	\$1,837.50
50070	AXON TOUCH PANEL SOFTWARE (50070)	USD	\$1,575.00
50068	BROADBERRY STORAGE SERVER EXTENDED WARRANTY 5 YEAR (50068)	USD	\$1,310.60
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT (50059)	USD	\$1,247.40
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT (50058)	USD	\$1,247.40
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT (50057)	USD	\$1,247.40
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT (50056)	USD	\$1,247.40
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT (50055)	USD	\$1,247.40
50054	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 5 PAYMENT (50054)	USD	\$869.40
50053	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 4 PAYMENT (50053)	USD	\$869.40

50052	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 3 PAYMENT (50052)	USD	\$869.40
50051	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 2 PAYMENT (50051)	USD	\$869.40
50050	INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE YEAR 1 PAYMENT (50050)	USD	\$869.40
44973	HOLSTER, L, X26, BLACKHAWK, 44H015BK-L-B (44973)	USD	\$39.12
44972	HOLSTER, R, X26, BLACKHAWK, 44H015BK-R-B (44972)	USD	\$39.12
44966	CARTRIDGE HOLDER, X26 (44966)	USD	\$27.93
44953	Holster, BladeTech (Left) (44953)	USD	\$39.12
44952	Holster - Blade Tech w/Tek-Lok (44952)	USD	\$39.12
44709	TASER, FACILITY, PROTECTION, 4 YEAR, PREPAID, MAINTENANCE (44709)	USD	\$667.10
44599	TASER, FACILITY, PROTECTION, 5YEAR, TRAINING, COURSE (44599)	USD	\$10,913.69
44598	TASER, FACILITY, PROTECTION, ANNUAL MAINTENANCE (44598)	USD	\$166.76
44597	TASER, FACILITY, PROTECTION, TRAINING, COURSE (44597)	USD	\$2,182.74
44550	SUIT, SIM, MODEL II (44550)	USD	\$615.65
44416	APPAREL, SIM SUIT, GLOVES, SET, BLACK (44416)	USD	\$55.91
44415	APPAREL, SIM SUIT, HELMET, BLACK (44415)	USD	\$89.49
44400	CARTRIDGE, 21', SIM, SIL DR, LAW, MOVIE (44400)	USD	\$23.42
44205	Cartridge - Simulation (44205)	USD	\$25.65
44203	CARTRIDGE - 25' HYBRID (44203)	USD	\$29.73
44200	Cartridge - 21' (44200)	USD	\$26.36
44023	KIT, BLAST DOOR, REPLENISHMENT KIT, CARTRIDGE, X26 (44023)	USD	\$10.82
44019	KIT, BLAST DOOR STARTER KIT, CARTRIDGE, X26 (44019)	USD	\$108.62
38000	STUN, FLASHLIGHT, STRIKELIGHT (38000)	USD	\$130.41
34200	Cartridge - 15' (34200)	USD	\$24.13
33212	BELTCLIP, UNIVERSAL, TEK-LOK (33212)	USD	\$8.86
33112	CARTRIDGE, SMART, INERT, W/ALLIGATOR CLIP (33112)	USD	\$35.75
26821	POWER, SUPPLY, UNIV, US, TCHD-X2 (26821)	USD	\$39.12
26820	TASER CAM, AS, TCHD (26820)	USD	\$605.26
26810	TASER CAM, TCHD (26810)	USD	\$576.41
26804	4ACH-Quad Cartridge Holster (26804)	USD	\$15.38
26802	2ACH-Dual Cartridge Holster (26802)	USD	\$22.33
26764	REPLACEMENT BATTERY, KIT, TASER CAM HD (26764)	USD	\$57.54
26763	WARRANTY, 4 YEAR, TASER CAM HD (26763)	USD	\$167.85
26762	KIT, USB DOWNLOAD, TASER CAM HD (26762)	USD	\$16.74
26737	USB CABLE, VDPM (26737)	USD	\$0.00
26701	XDPM BATTERY PK ASSEMBLED (26701)	USD	\$45.59
26700	DPM Battery PK Assembled (26700)	USD	\$39.99
26500	X26 Dataport Kit (26500)	USD	\$179.05
22506	HOLSTER, INSERT, SOFT CARRY, X2 (22506)	USD	\$22.33
22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B (22504)	USD	\$71.56

22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B (22501)	USD	\$71.56
22173	TI, IR TRAINING CARTRIDGE, KIT, V6 (22173)	USD	\$2,309.95
22172	TI, IR TRAINING CARTRIDGE, KIT, V5 (22172)	USD	\$2,309.95
22171	TI, IR TRAINING CARTRIDGE, KIT, V4 (22171)	USD	\$2,309.95
22170	TI, IR TRAINING CARTRIDGE, STANDARD, KIT, V3 (22170)	USD	\$2,519.95
22169	TI, IR TRAINING CARTRIDGE, KIT, V2 (22169)	USD	\$2,309.95
22168	TI, IR TRAINING CARTRIDGE, KIT, V1 (22168)	USD	\$2,309.95
22167	TI, IR RECEIVER, VANCOUVER (22167)	USD	\$314.95
22166	TI, IR TRAINING CARTRIDGE, V6 (22166)	USD	\$1,154.95
22165	TI, IR TRAINING CARTRIDGE, V5 (22165)	USD	\$1,154.95
22164	TI, IR TRAINING CARTRIDGE, V4 (22164)	USD	\$1,154.95
22163	TI, IR TRAINING CARTRIDGE, V3 (22163)	USD	\$1,154.95
22162	TI, IR TRAINING CARTRIDGE, V2 (22162)	USD	\$1,154.95
22161	TI, IR TRAINING CARTRIDGE, V1 (22161)	USD	\$1,154.95
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25' (22157)	USD	\$33.25
22155	CARTRIDGE, PERFORMANCE, SMART, INERT SIM, 25' (22155)	USD	\$46.74
22152	CARTRIDGE, PERFORMANCE, SMART, 35' (22152)	USD	\$35.53
22151	CARTRIDGE, PERFORMANCE, SMART, 25' (22151)	USD	\$34.23
22150	CARTRIDGE, PERFORMANCE, SMART, 15' (22150)	USD	\$32.06
22110	TI, IR TRAINING KIT, X2, VANCOUVER (22110)	USD	\$20,998.95
22026	HANDLE, BLUE, SIMULATOR, X2 (22026)	USD	\$749.86
22023	HANDLE, BLUE, DEMO/LASER POINTER, X2 (22023)	USD	\$147.63
22018	GRIP, CEW, HOGUE, PACKAGED (22018)	USD	\$16.57
22014	WARRANTY, 4 YEAR, X2 (22014)	USD	\$345.86
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P (22013)	USD	\$179.05
22012	TPPM, BATTERY PACK, TACTICAL, PINKY EXTENDER, X2/X26P (22012)	USD	\$59.23
22011	APPM, BATTERY PACK, AUTO SHUT OFF, X2/X26P (22011)	USD	\$71.56
22010	PPM, BATTERY PACK, STANDARD, X2/X26P (22010)	USD	\$59.23
22008	KIT, MINIVAULT, YELLOW, 2 CART, PPM, X2 (22008)	USD	\$1,567.09
22007	KIT, MINIVAULT, BLACK, 2 CART, PPM, X2 (22007)	USD	\$1,567.09
22006	KIT, SPEEDVAULT, YELLOW, 2 CART, PPM, X2 (22006)	USD	\$1,567.09
22005	KIT, SPEEDVAULT, BLACK, 2 CART, PPM, X2 (22005)	USD	\$1,567.09
22004	T&E KIT, X2 (22004)	USD	\$1,756.46
22003	HANDLE, YELLOW, CLASS III, X2 (22003)	USD	\$1,119.30
22002	HANDLE, BLACK, CLASS III, X2 (22002)	USD	\$1,119.30
11527	3 YEAR TASER ASSURANCE PLAN FLEX SIGNAL (11527)	USD	\$0.00
11526	5 YEAR TASER ASSURANCE PLAN FLEX SIGNAL (11526)	USD	\$0.00
11521	Cradlepoint - Enterprise Cloud Manager + CradleCare, 5 yr (11521)	USD	\$472.50
11520	Cradlepoint - Enterprise Cloud Manager + CradleCare, 3 yr (11520)	USD	\$262.50
11519	Cradlepoint - CradleCare, 5 yr (11519)	USD	\$288.75
11518	Cradlepoint - CradleCare, 3 yr (11518)	USD	\$183.75
11517	Cradlepoint - Enterprise Cloud Manager, 5 yr (11517)	USD	\$262.50

11516	Cradlepoint - Enterprise Cloud Manager, 3 yr (11516)	USD	\$157.50
11513	Cradlepoint - WiFi antenna (11513)	USD	\$15.74
11512	Cradlepoint - Cellular antenna (11512)	USD	\$15.74
11511	Cradlepoint - 5 in 1 cellular, WiFi, GPS antenna (11511)	USD	\$418.95
11510	Cradlepoint Router - IBR1100LP6 (11510)	USD	\$944.99
11504	HOLSTER, BLACKHAWK, LEFT, X26P (11504)	USD	\$57.87
11503	HOLSTER, BLADE TECH, LEFT, X26P (11503)	USD	\$57.87
11501	HOLSTER, BLACKHAWK, RIGHT, X26P (11501)	USD	\$57.87
11500	HOLSTER, BLADE TECH, RIGHT, X26P (11500)	USD	\$57.87
11026	HANDLE, BLUE, SIMULATOR, X26P (11026)	USD	\$615.65
11023	HANDLE, BLUE, DEMO/LASER POINTER, X26P (11023)	USD	\$128.51
11015	XAPPM, BATTERY PACK, X26P (11015)	USD	\$73.73
11010	XPPM, BATTERY PACK, X26P (11010)	USD	\$69.01
11009	HANDLE, GREEN, CLASS III, X26P (11009)	USD	\$978.02
11007	T&E KIT, X26P (11007)	USD	\$1,648.54
11004	WARRANTY, 4 YEAR, X26P (11004)	USD	\$302.06
11003	HANDLE, YELLOW, CLASS III, X26P (11003)	USD	\$978.02
11002	HANDLE, BLACK, CLASS III, X26P (11002)	USD	\$978.02
50163	5 YEAR HMA - INTERVIEW RECORDER	USD	\$6,074.08
50167	5 YEAR HMA - AXIS SENSOR UNIT	USD	\$582.07
50171	5 YEAR HMA - AXIS SENSOR UNIT	USD	\$936.73
50178	5 YEAR HMA - AXIS VANDAL DOME CAMERA 3364-V	USD	\$1,412.93
50183	5 YEAR HMA - POS-X TOUCHPANEL W/8GB RAM, 500GB SSD HD	USD	\$3,834.78
11538	DOCK, FLEX 2, 1-BAY	USD	\$261.45
11539	DOCK, FLEX 2, 6-BAY	USD	\$1,413.30
11541	T&E DOCK, FLEX 2, 1-BAY	USD	\$261.45
11528	FLEX 2 CAMERA, (ONLINE)	USD	\$471.45
11529	FLEX 2 CAMERA, (OFFLINE)	USD	\$471.45
11530	FLEX 2 T&E KIT	USD	\$1,207.50
11532	FLEX 2 CONTROLLER	USD	\$157.50
11533	CABLE, COILED, STRAIGHT TO RIGHT ANGLE, 48", FLEX 2	USD	\$9.45
11534	USB SYNC CABLE, FLEX 2	USD	\$9.45
11535	USB SYNC CABLE W/ WALL CHARGER, FLEX 2	USD	\$15.70
11536	DOCK, FLEX 2, 1-BAY + CORE	USD	\$261.45
11537	DOCK, FLEX 2, 6-BAY + CORE	USD	\$1,569.75
11542	T&E DOCK, FLEX 2, 6-BAY	USD	\$1,569.75
80112	3 YEAR TASER ASSURANCE PLAN AXON SINGLE BAY + HUB DOCK 2	USD	\$0.00
80113	5 YEAR TASER ASSURANCE PLAN AXON SINGLE BAY + HUB DOCK 2	USD	\$0.00
80114	5 YEAR OFFICER SAFETY PLAN AXON SINGLE BAY + HUB DOCK 2	USD	\$0.00
80115	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	USD	\$0.00
11543	MULTI-MOUNT KIT, FLEX 2	USD	\$208.95
11544	OAKLEY FLAK JACKET KIT, FLEX 2	USD	\$156.45
11545	COLLAR MOUNT, FLEX 2	USD	\$30.56

11546	EPAULETTE MOUNT, FLEX 2	USD	\$30.56
11547	BALLCAP MOUNT, FLEX 2	USD	\$19.95
11548	UNIVERSAL HELMET MOUNT, FLEX 2	USD	\$19.95
80116	3 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CONTROLLER	USD	\$0.00
80117	FIVE YEAR OFFICER SAFETY PLAN FLEX 2 CONTROLLER	USD	\$0.00
80118	2 YEAR EXTENDED WARRANTY FLEX 2 CAMERA	USD	\$314.95
11549	TACTICAL SWAT KIT, W/ ARC RAIL, FLEX 2	USD	\$40.95
11554	CLIP, OAKLEY, FLEX 2	USD	\$9.45
11555	MOUNT, BALLISTIC VEST, FLEX 2	USD	\$19.95
80106	5 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	USD	\$0.00
80107	3 YEAR TASER ASSURANCE PLAN AXON FLEX 2 CAMERA	USD	\$0.00
80108	5 YEAR OFFICER SAFETY PLAN FLEX 2 CAMERA	USD	\$0.00
80109	3 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK 2	USD	\$0.00
80110	5 YEAR TASER ASSURANCE PLAN AXON SIX BAY + HUB DOCK 2	USD	\$0.00
80111	5 YEAR DOCK 2 OFFICER SAFETY PLAN SIX BAY + HUB DOCK 2	USD	\$0.00
11509	BELTCLIP, RAPIDLOCK	USD	\$31.83
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	USD	\$1,247.40
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT (80076)	USD	\$1,247.40
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT (80077)	USD	\$1,247.40
80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT (80078)	USD	\$1,247.40
80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT (80079)	USD	\$1,247.40
85731	FLEET UNLIMITED PACKAGE: YEAR 1 PAYMENT (85731)	USD	\$1,247.40
85732	FLEET UNLIMITED PACKAGE: YEAR 2 PAYMENT (85732)	USD	\$1,247.40
85733	FLEET UNLIMITED PACKAGE: YEAR 3 PAYMENT (85733)	USD	\$1,247.40
85734	FLEET UNLIMITED PACKAGE: YEAR 4 PAYMENT (85734)	USD	\$1,247.40
85735	FLEET UNLIMITED PACKAGE: YEAR 5 PAYMENT (85735)	USD	\$1,247.40
80133	FLEET WITHOUT ROUTER INSTALLATION PER VEHICLE (80133)	USD	\$367.50
88115	UCP SMART (88115)	USD	\$0.00
88135	UCP SMART - YEAR 1 PAYMENT (88135)	USD	\$125.87
88136	UCP SMART - YEAR 2 PAYMENT (88136)	USD	\$125.87
88137	UCP SMART - YEAR 3 PAYMENT (88137)	USD	\$125.87
88138	UCP SMART - YEAR 4 PAYMENT (88138)	USD	\$125.87
88139	UCP SMART - YEAR 5 PAYMENT (88139)	USD	\$125.87
11603	PEPWAVE SURF ON THE GO	USD	\$313.95
85740	PEPWAVE 4 YEAR EXTENDED WARRANTY	USD	\$0.00
80047	CAD/RMS SERVICE ADD-ON: 1 YEAR	USD	\$189.00
80048	CAD/RMS SERVICE ADD-ON: 2 YEAR	USD	\$378.00
80049	CAD/RMS SERVICE ADD-ON: 3 YEAR	USD	\$567.00
80050	CAD/RMS SERVICE ADD-ON: 4 YEAR	USD	\$756.00
80051	CAD/RMS SERVICE ADD-ON: 5 YEAR	USD	\$945.00
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	USD	\$189.00
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	USD	\$189.00
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	USD	\$189.00

80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	USD	\$189.00
80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	USD	\$189.00
80080	UNLIMITED BWC BUNDLE: 3 YEAR	USD	\$2,986
80081	UNLIMITED BWC BUNDLE: 5 YEAR	USD	\$4,977
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	USD	\$995.40
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	USD	\$995.40
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	USD	\$995.40
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	USD	\$995.40
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	USD	\$995.40
80017	PRO EVIDENCE.COM LICENSE: 1 YEAR	USD	\$491.40
80018	PRO EVIDENCE.COM LICENSE: 2 YEAR	USD	\$982.80
80019	PRO EVIDENCE.COM LICENSE: 3 YEAR	USD	\$1,474.20
80020	PRO EVIDENCE.COM LICENSE: 4 YEAR	USD	\$1,965.60
80021	PRO EVIDENCE.COM LICENSE: 5 YEAR	USD	\$2,457
80022	PRO EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD	\$491.40
80023	PRO EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD	\$491.40
80024	PRO EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD	\$491.40
80025	PRO EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD	\$491.40
80026	PRO EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD	\$491.40