



Axon Evidence Justice Services Agreement

This Axon Evidence Justice Services Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon services detailed in the Quote Appendix ("**Quote**"). The Parties agree as follows:

- 1** **Term.** It is mutually agreed by the Parties that the Term of the Contract shall commence as of 12:01a.m. on October 01, 2024 and terminate at 11:59 p.m. on September 31, 2025. This Contract and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the County's satisfaction with all products and services received during the preceding Term. The Agreement shall automatically renew yearly, conditional upon funding being appropriated, for an additional nine (9) one (1) year terms. This Agreement and/or any extension of its original Term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes; appropriation shall be at the County's sole discretion and the County may choose not to appropriate funding for any reason. Under no circumstances shall this be construed to be a multi-year Agreement or to impose any obligation on the County to make any future apportionment or allocation to the Agreement pursuant to C.R.S. § 29-1-110.
- 2** **Definitions.**

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

"Axon Device Data" data uploaded to Evidence.com from Axon devices including body worn cameras, Fleet cameras, Interview Room cameras, or Axon Capture.

"Axon Evidence" means Axon's web services for Evidence.com, and interactions between Evidence.com and or Axon client software. This excludes third-party applications or my.evidence.com.

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

"Quote" is only valid for services on the quote at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void.
- 3** **Storage.** Agency may store unlimited Axon Device Data in Agency's Axon Evidence account if the Axon Device Data is shared to Agency through Axon Evidence from a partner agency using Axon Evidence. If Agency is not purchasing an unlimited storage plan, Agency may purchase ala carte storage for other data.
- 4** **Payment.** In the event Agency purchases services from Axon, payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.
- 5** **Maximum Agreement Expenditure:** Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement for the first fiscal year of this contract is One hundred Seventy-Six Thousand Seven Hundred Ninety-Eight dollars and Fifty-Cents (\$176,798.56.) for the Term of this Agreement. In no event shall the Agency be liable for payment under the Agreement for any amount in excess thereof, except as otherwise provided in Exhibit B. The Agency is not under obligation to make any future apportionment or allocation to the Agreement, nor is anything set forth a limitation of liability for Axon. Any potential expenditure for this Agreement outside of the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure, nothing herein creates an obligation to appropriate funds. The total amount of funds to expected to be appropriated over the life of this agreement is One Million Five Hundred

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Twenty-Nine Thousand, Four Hundred Ninety Dollars and Seventy Cents (\$1,529,490.70).

- 6 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
- 7 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("Agency Indemnitees") against all claims, demands, losses, and reasonable expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation. The Agency cannot and by this Contract does not agree to indemnify, hold harmless, exonerate or assume the defense of the Axon or any other person or entity whatsoever, for any purpose whatsoever.
- To the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to Axon Evidence Justice Service will not exceed the amount paid for such services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive, or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort, or any other legal theory.**
- 8 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
- 9 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on: (a) modification of Axon Evidence by Agency or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.
- 10 **Termination.**
- 10.1 **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 10.2 **By Agency.** Agency is obligated to pay any applicable fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency.
- 10.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination.
- 10.4 **By Axon.** If the Agency is using an Axon Evidence instance that has been provided a no charge to the Agency, Axon may terminate this Agreement for its convenience by providing ninety (90) days prior written notice.
- 11 **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5)

years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

12 General.

- 12.1 No Waiver Of Governmental Immunity Act:** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.
- 12.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 12.3 Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Agency, fiduciary, or employment relationship between the Parties.
- 12.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 12.5 Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on: race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 12.6 Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 12.7 Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 12.8 Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 12.9 Conflict With Exhibits:** If any Exhibit to this Agreement, conflicts with the express terms of the Agreement proceeding the Parties signatures, for the purpose of interpretation and enforcement the express terms of the Agreement are superior, supersede, and prevail.
- 12.10 Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 12.11 Survival.** The following sections will survive termination: Indemnification, IP Rights, Axon's Cloud Services Appendix, and, Storage.
- 12.12 Governing Law.** This Contract shall be deemed to have been made in and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The Contractor expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.
- 12.13 Notices.** All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Prosecutor shall be provided to the



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address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

12.14 Entire Agreement. This Agreement represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

Axon Enterprise, Inc.,

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
- 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or

diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

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

8. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
9. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
- 11.1. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
- 11.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.
- 11.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled

offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 11.4. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

12. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- 12.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- 12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- 12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 12.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

13. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

14. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

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

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or

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



could reasonably be linked directly or indirectly to Agency.

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

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the professional services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

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



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3. **Out of Scope Services.** Axon is only responsible for the performance of the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.
5. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.
6. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.
7. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.
8. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Add-on Services Appendix

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

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

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

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

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

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Prosecutor purchases Axon Auto-Transcribe as part of a bundle or Axon Evidence subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Evidence license term, or (2) date Axon provisions Axon Auto-Transcribe to Prosecutor. If Prosecutor purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Prosecutor.

Axon Auto-Transcribe minutes expire one year after being provisioned to Prosecutor by Axon.

If Prosecutor cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Prosecutor a set number of minutes, Prosecutor may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Prosecutor will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Prosecutor additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Prosecutor an On-Demand subscription to Axon Auto-Transcribe, Prosecutor may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Prosecutor with reviewing and transcribing individual evidence items. In the event Prosecutor uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Prosecutor on upgrading Prosecutor's Axon Auto-Transcribe On-Demand to better meet Prosecutor's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. Definitions.

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

2. Purpose and License.

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

3. Configuration. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.**4. Agency Responsibilities.** When using API Service, Agency and its end users may not:

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

5. API Content. All content related to API Service, other than Agency Content or Agency's API Client content,

is considered Axon's API Content, including:

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



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-595466-45533.676DS

Issued: 08/29/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 10/01/2024

Account Number: 568250

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Douglas County (CO) Information Technology 100 3rd St Castle Rock, CO 80104-2425 USA	Douglas County (CO) Information Technology 100 3rd St Castle Rock CO 80104-2425 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Dave Swanson Phone: Email: dswanson@axon.com Fax:	Meredith Gilbert Phone: Email: Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$1,456,320.00
ESTIMATED TOTAL W/ TAX	\$1,456,320.00

Discount Summary

Average Savings Per Year	\$123,672.00
TOTAL SAVINGS	\$1,236,720.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$118,799.54	\$0.00	\$118,799.54
Oct 2024	\$30,000.00	\$0.00	\$30,000.00
Sep 2025	\$123,551.52	\$0.00	\$123,551.52
Sep 2026	\$128,493.58	\$0.00	\$128,493.58
Sep 2027	\$133,633.33	\$0.00	\$133,633.33
Sep 2028	\$138,978.66	\$0.00	\$138,978.66
Sep 2029	\$144,537.80	\$0.00	\$144,537.80
Sep 2030	\$150,319.32	\$0.00	\$150,319.32
Sep 2031	\$156,332.09	\$0.00	\$156,332.09
Sep 2032	\$162,585.37	\$0.00	\$162,585.37
Sep 2033	\$169,088.79	\$0.00	\$169,088.79
Total	\$1,456,320.00	\$0.00	\$1,456,320.00

Quote Unbundled Price:	\$2,693,040.00
Quote List Price:	\$1,456,320.00
Quote Subtotal:	\$1,456,320.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
AttorneyPrem	Justice Premier	100	120	\$221.92	\$118.86	\$118.86	\$1,426,320.00	\$0.00	\$1,426,320.00
A la Carte Services									
101345	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	1			\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
Total							\$1,456,320.00	\$0.00	\$1,456,320.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	100	10/01/2024	09/30/2034
Justice Premier	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	100	10/01/2024	09/30/2034
Justice Premier	73618	AXON COMMUNITY REQUEST	100	10/01/2024	09/30/2034
Justice Premier	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	100	10/01/2024	09/30/2034
Justice Premier	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	100	10/01/2024	09/30/2034
Justice Premier	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	100	10/01/2024	09/30/2034
Justice Premier	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	100	10/01/2024	09/30/2034

Services

Bundle	Item	Description	QTY
Justice Premier	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
Justice Premier	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	100
A la Carte	101345	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	1

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 3rd St	Castle Rock	CO	80104-2425	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	AttorneyPrem	Justice Premier	100	\$118,799.54	\$0.00	\$118,799.54
Total				\$118,799.54	\$0.00	\$118,799.54

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	101345	AXON JUSTICE - PSO - PREMIUM DEPLOYMENT	1	\$30,000.00	\$0.00	\$30,000.00
Total				\$30,000.00	\$0.00	\$30,000.00

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	AttorneyPrem	Justice Premier	100	\$123,551.52	\$0.00	\$123,551.52
Total				\$123,551.52	\$0.00	\$123,551.52

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	AttorneyPrem	Justice Premier	100	\$128,493.58	\$0.00	\$128,493.58
Total				\$128,493.58	\$0.00	\$128,493.58

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	AttorneyPrem	Justice Premier	100	\$133,633.33	\$0.00	\$133,633.33
Total				\$133,633.33	\$0.00	\$133,633.33

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	AttorneyPrem	Justice Premier	100	\$138,978.66	\$0.00	\$138,978.66
Total				\$138,978.66	\$0.00	\$138,978.66

Sep 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 6	AttorneyPrem	Justice Premier	100	\$144,537.80	\$0.00	\$144,537.80
Total				\$144,537.80	\$0.00	\$144,537.80

Sep 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 7	AttorneyPrem	Justice Premier	100	\$150,319.32	\$0.00	\$150,319.32
Total				\$150,319.32	\$0.00	\$150,319.32

Sep 2031

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 8	AttorneyPrem	Justice Premier	100	\$156,332.09	\$0.00	\$156,332.09
Total				\$156,332.09	\$0.00	\$156,332.09

Sep 2032

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 9	AttorneyPrem	Justice Premier	100	\$162,585.37	\$0.00	\$162,585.37
Total				\$162,585.37	\$0.00	\$162,585.37

Sep 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 10	AttorneyPrem	Justice Premier	100	\$169,088.79	\$0.00	\$169,088.79
Total				\$169,088.79	\$0.00	\$169,088.79

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

8/29/2024





Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-596186-45533.681DS

Issued: 08/29/2024

Quote Expiration:

Estimated Contract Start Date: 10/01/2024

Account Number: 568250

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Douglas County (CO) Information Technology 100 3rd St Castle Rock, CO 80104-2425 USA	Douglas County (CO) Information Technology 100 3rd St Castle Rock CO 80104-2425 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Dave Swanson Phone: Email: dswanson@axon.com Fax:	Meredith Gilbert Phone: Email: Fax:

Quote Summary

Program Length	120 Months
TOTAL COST	\$73,170.70
ESTIMATED TOTAL W/ TAX	\$73,170.70

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	\$19,549.02	\$0.00	\$19,549.02
Oct 2024	\$8,450.00	\$0.00	\$8,450.00
Sep 2025	\$4,268.41	\$0.00	\$4,268.41
Sep 2026	\$4,439.14	\$0.00	\$4,439.14
Sep 2027	\$4,616.71	\$0.00	\$4,616.71
Sep 2028	\$4,801.38	\$0.00	\$4,801.38
Sep 2029	\$4,993.43	\$0.00	\$4,993.43
Sep 2030	\$5,193.17	\$0.00	\$5,193.17
Sep 2031	\$5,400.90	\$0.00	\$5,400.90
Sep 2032	\$5,616.93	\$0.00	\$5,616.93
Sep 2033	\$5,841.61	\$0.00	\$5,841.61
Total	\$73,170.70	\$0.00	\$73,170.70

Quote Unbundled Price:	\$73,170.70
Quote List Price:	\$73,170.70
Quote Subtotal:	\$73,170.70

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
50265	AXON INTERVIEW - IO RED LED	1			\$34.33	\$34.33	\$34.33	\$0.00	\$34.33
50258	AXON INTERVIEW - IO MODULE CABINET	1			\$357.07	\$357.07	\$357.07	\$0.00	\$357.07
50267	AXON INTERVIEW - IO MODULE	1			\$580.92	\$580.92	\$580.92	\$0.00	\$580.92
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2			\$243.31	\$243.31	\$486.62	\$0.00	\$486.62
50298	AXON INTERVIEW - CAMERA - OVERT DOME	2			\$992.92	\$992.92	\$1,985.84	\$0.00	\$1,985.84
100693	AXON INTERVIEW - MOBILE KIT V2	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	120		\$1,750.00	\$1,750.00	\$3,500.00	\$0.00	\$3,500.00
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	120		\$36.83	\$36.83	\$8,839.20	\$0.00	\$8,839.20
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	120		\$124.80	\$124.80	\$29,952.00	\$0.00	\$29,952.00
A la Carte Services									
50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1			\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1			\$7,450.00	\$7,450.00	\$7,450.00	\$0.00	\$7,450.00
A la Carte Warranties									
50448	AXON INTERVIEW - EXT WARRANTY	2	109		\$32.04	\$32.04	\$6,984.72	\$0.00	\$6,984.72
Total							\$73,170.70	\$0.00	\$73,170.70

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	100693	AXON INTERVIEW - MOBILE KIT V2	1	1	09/01/2024
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	09/01/2024
A la Carte	50258	AXON INTERVIEW - IO MODULE CABINET	1	1	09/01/2024
A la Carte	50265	AXON INTERVIEW - IO RED LED	1	1	09/01/2024
A la Carte	50267	AXON INTERVIEW - IO MODULE	1	1	09/01/2024
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1	09/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER	2	10/01/2024	09/30/2034

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		SERVER			
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	10/01/2024	09/30/2034
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	10/01/2024	09/30/2034

Services

Bundle	Item	Description	QTY
A la Carte	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	50448	AXON INTERVIEW - EXT WARRANTY	2	09/01/2025	09/30/2034

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 3rd St	Castle Rock	CO	80104-2425	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$291.52	\$0.00	\$291.52
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$736.23	\$0.00	\$736.23
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,494.73	\$0.00	\$2,494.73
Year 1	50448	AXON INTERVIEW - EXT WARRANTY	2	\$581.76	\$0.00	\$581.76
Invoice Upon Fulfillment	100693	AXON INTERVIEW - MOBILE KIT V2	1	\$12,000.00	\$0.00	\$12,000.00
Invoice Upon Fulfillment	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	\$486.62	\$0.00	\$486.62
Invoice Upon Fulfillment	50258	AXON INTERVIEW - IO MODULE CABINET	1	\$357.07	\$0.00	\$357.07
Invoice Upon Fulfillment	50265	AXON INTERVIEW - IO RED LED	1	\$34.33	\$0.00	\$34.33
Invoice Upon Fulfillment	50267	AXON INTERVIEW - IO MODULE	1	\$580.92	\$0.00	\$580.92
Invoice Upon Fulfillment	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	\$1,985.84	\$0.00	\$1,985.84
Total				\$19,549.02	\$0.00	\$19,549.02

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	50430	AXON INTERVIEW - INSTALLATION - IO MODULE CABINET 1 LED	1	\$1,000.00	\$0.00	\$1,000.00
Invoice Upon Fulfillment	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1	\$7,450.00	\$0.00	\$7,450.00
Total				\$8,450.00	\$0.00	\$8,450.00

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$303.18	\$0.00	\$303.18
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$765.67	\$0.00	\$765.67
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,594.53	\$0.00	\$2,594.53
Year 2	50448	AXON INTERVIEW - EXT WARRANTY	2	\$605.03	\$0.00	\$605.03
Total				\$4,268.41	\$0.00	\$4,268.41

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$315.31	\$0.00	\$315.31
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$796.30	\$0.00	\$796.30
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,698.29	\$0.00	\$2,698.29
Year 3	50448	AXON INTERVIEW - EXT WARRANTY	2	\$629.24	\$0.00	\$629.24
Total				\$4,439.14	\$0.00	\$4,439.14

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$327.92	\$0.00	\$327.92
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$828.15	\$0.00	\$828.15

Sep 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,806.23	\$0.00	\$2,806.23
Year 4	50448	AXON INTERVIEW - EXT WARRANTY	2	\$654.41	\$0.00	\$654.41
Total				\$4,616.71	\$0.00	\$4,616.71

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$341.04	\$0.00	\$341.04
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$861.28	\$0.00	\$861.28
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$2,918.48	\$0.00	\$2,918.48
Year 5	50448	AXON INTERVIEW - EXT WARRANTY	2	\$680.58	\$0.00	\$680.58
Total				\$4,801.38	\$0.00	\$4,801.38

Sep 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 6	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$354.68	\$0.00	\$354.68
Year 6	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$895.73	\$0.00	\$895.73
Year 6	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,035.22	\$0.00	\$3,035.22
Year 6	50448	AXON INTERVIEW - EXT WARRANTY	2	\$707.80	\$0.00	\$707.80
Total				\$4,993.43	\$0.00	\$4,993.43

Sep 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 7	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$368.86	\$0.00	\$368.86
Year 7	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$931.56	\$0.00	\$931.56
Year 7	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,156.63	\$0.00	\$3,156.63
Year 7	50448	AXON INTERVIEW - EXT WARRANTY	2	\$736.12	\$0.00	\$736.12
Total				\$5,193.17	\$0.00	\$5,193.17

Sep 2031						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 8	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$383.62	\$0.00	\$383.62
Year 8	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$968.82	\$0.00	\$968.82
Year 8	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,282.90	\$0.00	\$3,282.90
Year 8	50448	AXON INTERVIEW - EXT WARRANTY	2	\$765.56	\$0.00	\$765.56
Total				\$5,400.90	\$0.00	\$5,400.90

Sep 2032						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 9	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$398.96	\$0.00	\$398.96
Year 9	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,007.58	\$0.00	\$1,007.58
Year 9	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,414.21	\$0.00	\$3,414.21
Year 9	50448	AXON INTERVIEW - EXT WARRANTY	2	\$796.18	\$0.00	\$796.18
Total				\$5,616.93	\$0.00	\$5,616.93

Sep 2033						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	\$414.92	\$0.00	\$414.92

Sep 2033

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 10	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	\$1,047.88	\$0.00	\$1,047.88
Year 10	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	\$3,550.78	\$0.00	\$3,550.78
Year 10	50448	AXON INTERVIEW - EXT WARRANTY	2	\$828.03	\$0.00	\$828.03
Total				\$5,841.61	\$0.00	\$5,841.61

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

8/29/2024





STATEMENT OF WORK
FOR THE
IMPLEMENTATION OF
AXON JUSTICE FOR
COLORADO 23RD
JUDICIAL DISTRICT
ATTORNEY OFFICE
("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255



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1. PROJECT OVERVIEW

Axon Justice is a cloud-native software solution provided as a SaaS subscription.

1.1 DEFINITIONS

TERM	DEFINITION
Client	The office, organization, or association who is identified within this SOW
Professional Services	The services that Axon provides within the scope of this SOW
Product	The software solution being implemented as part of this SOW
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the Client if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between Client and Axon to approve completion of project phases
Third-Party Products and Services	Software, hardware, and services that are not owned by Axon but are being provided by Axon for this project as listed in Attachment C

1.2 OUT OF PROJECT SCOPE

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

- ▶ Administration, management, or support of any internal city, county, state, federal, or Client IT network or infrastructure
- ▶ Changes made by the Client or the Client's vendors after go-live.
- ▶ Third-party products and services costs related to the vendors or Client's side of the integration.



2. PROFESSIONAL SERVICES

2.1 CONFIGURATION

- ▶ Axon performs discovery to understand and document the Client's needs.
- ▶ Axon collaborates with the Client to configure workflows, permissions, and privileges within evidence.com based on the Client's needs.
- ▶ Axon will facilitate a workflow discussion with the core admin team.
- ▶ Configuration of the system should closely mirror the configuration setup of the existing DA 18th deployment of evidence.com that is currently in production.
- ▶ For configuration

2.2 DISCLOSURES

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

2.3 TRAINING

Axon works with the Client to identify the Client trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training.

FORMAT

Remote Train the Trainer

For this project, Axon will schedule a cadence of remote training sessions as needed, which are not to exceed four (4) 2-hour training sessions for Client staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, Client is responsible for



any future training. Axon provides all training materials for successful training.

PARTNER AGENCIES

Axon will provide Train the Trainer training to Client so that Client is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method as outlined in section 3.1 of this document is the Client's responsibility.

2.4 GO-LIVE

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

Target goal for go live is prior to December 1st, 2024.



3. INTERFACES

The Client tasks related to interface setup start immediately after project kick-off. It is critical for the Client interface subject-matter experts (SME) and Axon project interface resources to work closely together to scope, set-up, and test all interfaces.

- ▶ The Client facilitates any necessary meetings with all third-party system vendors where integration is required.
- ▶ Axon provides any relevant Axon API documentation to the Client.
- ▶ Axon conducts integration acceptance testing demonstrating the functionality of each integration to the Client.
- ▶ The Client is responsible for ensuring the partner agencies follow the necessary steps for ingestion as recommended by Axon.

3.1 PARTNER AGENCY INGESTIONS

- 3.1.1 **Axon Evidence.com to Axon Evidence.com:** Axon Justice allows for other Axon agencies to “Case Share” from their instance of evidence.com into Client’s instance.
- 3.1.2 **Non-Axon Agency to Axon Justice:** Axon will create Evidence.com Ingest Portals for non-Axon LEA’s. These portals are to be used, for the sole benefit of Client. These ingest portals are to be used for the transmission of digital evidence to the Client and are not to be treated as a storage repository by the non-Axon LEA. The total number of these non-Axon LEA Ingest Portals shall not exceed twenty (20) instances.



4. PROJECT MANAGEMENT

4.1 MANAGEMENT RESOURCES

Both parties assign a project manager to ensure completion of deliverables.

Axon's project manager ensures all team members from Axon and the Client are continually updated on the status of the project.

4.2 REQUIREMENTS PLANNING

All project requirements are documented during the kick-off and discovery phases of the project.

Once the Client and Axon agree on all requirements, Axon's project manager works with the Client's project manager to develop a project plan for Axon's implementation.

4.3 CHANGE CONTROL

If any changes in the project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon between the Client and Axon. All PCO forms must be approved and signed by the Client authority ([Attachment B](#)).

The Client acknowledges a proposed change request might have an impact on both scheduling and cost for the project that will be outlined in the PCO form.

4.4 MILESTONE COMPLETION REPORT (MCR)

Axon submits an MCR to the Client for approval upon completion of a milestone. Milestone Completion Report included ([Attachment A](#)).

Upon receiving an MCR, the Client has 14 calendar days to approve the milestone completion. If the Client has issues related to the milestone completion, the expectation is that the Client responds in writing to Axon with any issues related to the MCR within the 14 calendar-day window.

4.5 SAMPLE PROJECT TIMELINE

Attached as Attachment C.



4.6 SERVICE LEVEL AGREEMENT

Attached as attachment D.



5. CLIENT COMMITMENTS

- ▶ Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- ▶ Identify holidays, non-workdays, or major events that may impact the project.
- ▶ Ensure Client desktop, mobile systems, and devices can access the product.
- ▶ Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access, if possible).
- ▶ Provide Axon with remote access to the Client's Axon Evidence account when required.



6. SUPPORT

- ▶ Axon provides updates and enhancements to the product, which the Client automatically receives.
- ▶ Axon provides the Client's end users with access to the help.axon.com support portal to submit and review service tickets.
- ▶ Following final acceptance, the Client utilizes Axon support via my.axon.com.
- ▶ For technical support assistance, the Client may contact a technical support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of the Client's investment in the Axon ecosystem. Phone support is available 24/7.



7. TERMS AND CONDITIONS

This SOW is governed by the master services and purchasing agreement executed by the parties:

AXON ENTERPRISE, INC.

Signature:

Name:

Title:

Date:

CLIENT

Signature:

Name:

Title:

Date:



ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

By signing for the items in this Milestone Completion Report, I agree that Axon's Professional Services Organization has reached the following milestone(s) for the project agreed upon in the SOW between Axon and Client:

- ☐ Project kick-off
- ☐ Integrations completion
- ☐ Data conversions completion
- ☐ Go-Live
- ☐ Final acceptance

Date services were completed on:
_____ day of _____, 20__

Today's date: _____

Client name: _____

Signature: _____

Printed name: _____

Title: _____

Email: _____



ATTACHMENT B – PROJECT CHANGE ORDER

Date:
Description of change to Axon product or service:
Justification for change:
Effects on schedule:
Effect on project pricing (attach quote for reduction or increase in costs):

AXON ENTERPRISE, INC.

CLIENT

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Template: Axon Justice - PSO Justice De...

Done	Task Name	Duration	Start Date	End Date	Responsible	Type	Note
1	<input type="checkbox"/> Justice Initiation						
2	<input type="checkbox"/> PSO Deployment Form				Axon		
3	<input type="checkbox"/> PSO Deployment Form Created and Sent to Sales				Axon		
4	<input type="checkbox"/> PSO Deployment Form Completed				Axon		
5	<input type="checkbox"/> PSO Deployment Form Reviewed by BA				Axon		
6	<input type="checkbox"/> Axon PSO to Agency Introduction	1 Hour			Axon	Virtual	
7	<input type="checkbox"/> PSO Introduction Email Requested to Sales				Axon		
8	<input type="checkbox"/> Introduction Email Sent				Axon		
9	<input type="checkbox"/> Introduction Email Follow Up Sent				Axon		
10	<input type="checkbox"/> Axon Justice Kickoff Call Scheduling	1 Hour			Axon		
11	<input type="checkbox"/> Availability Sent and Gathered				Axon / Agency		
12	<input type="checkbox"/> Meeting Invites / Agenda Sent				Axon		
13	<input type="checkbox"/> Axon Justice Kickoff Call	1 Hour			Axon / Agency	Virtual	
14	<input type="checkbox"/> Workflow Discussion				Axon / Agency		Will go further in depth on the Deep Dive Call
15	<input type="checkbox"/> Intake Portal(s) Confirmed				Axon / Agency		Confirm if needed
16	<input type="checkbox"/> LEAs Identified				Agency		Confirm amount needed
17	<input type="checkbox"/> TEST Axon Justice Premier Site Confirmed				Axon / Agency		Confirm if needed
18	<input type="checkbox"/> TEST Disclosure Portal Confirmed				Axon / Agency		Confirm if needed
19	<input type="checkbox"/> Admins / Trainers Identified				Agency		Agency to provide to Axon
20	<input type="checkbox"/> Confirm My.Axon.Com Admin						
21	<input type="checkbox"/> Deep Dive Call - Scheduling				Axon / Agency		POCs / Admins need to be known on Agency Side
22	<input type="checkbox"/> Admin Call - Scheduling				Axon / Agency		POCs / Admins need to be known on Agency Side
23	<input type="checkbox"/> End User Training Schedule Discussed				Axon / Agency		Confirm: Virtual, On-Site, Hybrid (Train The Trainer?)
24	<input type="checkbox"/> Justice Planning						
25	<input type="checkbox"/> Justice Test Site Creation						If Needed
26	<input type="checkbox"/> TEST Axon Justice Site Requested	30 Minutes			Axon		
27	<input type="checkbox"/> TEST Axon Justice Site Approved				Axon		
28	<input type="checkbox"/> TEST Axon Justice Site Upgraded to Justice UI				Axon		
29	<input type="checkbox"/> TEST Axon Justice Site Launched to Customer Admin				Axon		
30	<input type="checkbox"/> Test Disclosure Portal				Axon		If Needed
31	<input type="checkbox"/> TEST Axon Disclosure Requested				Axon		
32	<input type="checkbox"/> TEST Axon Justice Site Approved				Axon		
33	<input type="checkbox"/> TEST Disclosure Launched to Customer Admin				Axon		
34	<input type="checkbox"/> Deep Dive Call	2 Hours			Axon / Agency	Virtual	
35	<input type="checkbox"/> Meeting Invites / Agenda Sent						
36	<input type="checkbox"/> Deep Dive Call Held					Virtual	
37	<input type="checkbox"/> Follow Up Email w/ Recording Sent						
38	<input type="checkbox"/> Admin Permissions and Roles Call	1 Hour			Axon / Agency	Virtual	
39	<input type="checkbox"/> Meeting Invites / Agenda Sent						
40	<input type="checkbox"/> Admin Call Completed					Virtual	
41	<input type="checkbox"/> Follow Up Email w/ Recording Sent						

Done	Task Name	Duration	Start Date	End Date	Responsible	Type	Note
42	<input type="checkbox"/> Justice Configuration						
43	<input type="checkbox"/> Enable Advanced Features on Main Site	30 Minutes			Axon		
44	<input type="checkbox"/> Agency Roles / Permissions Setup	1 Hour			Agency with Axon Assistance	Virtual	
45	<input type="checkbox"/> Add Users				Agency	Virtual	
46	<input type="checkbox"/> Assign Permissions to Roles				Agency	Virtual	
47	<input type="checkbox"/> Intake Portal(s) Completed				Axon / Agency		
48	<input type="checkbox"/> Main Intake Portal Admins Confirmed				Agency		
49	<input type="checkbox"/> Intake Portals Requested				Axon		
50	<input type="checkbox"/> Intake Portals Configured and Launched				Axon		One Admin, can then add additional admin(s) to follow
51	<input type="checkbox"/> Disclosure Portal(s) Completed				Axon / Agency		
52	<input type="checkbox"/> Main Disclosure Portal Admin Confirmed				Agency		
53	<input type="checkbox"/> Disclosure Requested				Axon		
54	<input type="checkbox"/> Disclosure Configured and Launched				Axon		One Admin, can then add additional admin(s) to follow
55	<input type="checkbox"/> Troubleshooting				Axon / Agency	Virtual	If Needed
56	<input type="checkbox"/> Justice End-User Training (Customized)						
57	<input type="checkbox"/> Axon Justice Premier Training	2 Hours			Axon / Agency	Pre-Onsite Virtual	
58	<input type="checkbox"/> Axon Justice Premier Training	2 Days			Axon / Agency	Onsite	If Needed
59	<input type="checkbox"/> Axon Justice Premier Training	2 Hours			Axon / Agency	Post-Onsite Virtual	
60	<input type="checkbox"/> Justice Go-Live / Upgrade						
61	<input type="checkbox"/> Discuss Production Site Justice UI Go - Live Upgrade Date				Axon / Agency		*Net New Normally takes place in the evening over a weekend Will migrate data to Justice at a later date
62	<input type="checkbox"/> Internal End User Communication Sent				Agency		Axon please asks to communicate internally to end users that they will need to be logged out of the system during the upgrade
63	<input type="checkbox"/> Official Go-Live / Upgrade for Full Staff	1 Hour			Axon / Agency	Virtual	Normally have all end user trainings completed by this date
64	<input type="checkbox"/> Confirmation Email Sent				Axon		
65	<input type="checkbox"/> Support and Testing	1 Week			Agency		
66	<input type="checkbox"/> Final System Review	1 Hour			Axon / Agency		
67	<input type="checkbox"/> Justice PSO to Support Handover						
68	<input type="checkbox"/> DocuSign Acknowledgement of Deployment / Training Sent	Within 7 days of receipt			Axon	Virtual	
69	<input type="checkbox"/> DocuSign for Completed Services Signed				Agency	Virtual	
70	<input type="checkbox"/> PSO to Customer Success Manager Email Sent	30 Minutes			Axon	Virtual	Email or Handover Meeting
71	<input type="checkbox"/> Justice Deployment Closure						



Service Offerings Agreement

Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (**SLA**) identifies the Axon Evidence Service Offerings and the expected level of services between Axon¹ (**Axon, us or we**) and users of Service Offerings (**Customer or you**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the “last updated” date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.

Definitions

- **“Axon Cloud Services”** means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- **“Downtime”** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. “Downtime” does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **“Incident”** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **“Maximum Available Minutes”** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **“Monthly Uptime Percentage”** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **“Scheduled Downtime”** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **“Service Month”** means a calendar month at Coordinated Universal Time (UTC).

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



Service Offerings Agreement

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

Service Level Objective

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

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

Requesting Service Credits

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

Service Maintenance

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



Service Offerings Agreement

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

Terms

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

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

Exclusions

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

Planned Maintenance

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



Service Offerings Agreement

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

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

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

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

*** Time period includes time on Wednesday in UTC

**** Time period is on Wednesday in UTC

Emergency Maintenance

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

Axon Device Firmware Updates

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

Notification of Maintenance

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

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



Service Offerings Agreement

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

Part 2 - Customer Support Response Statement

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

Definitions

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

Axon Support Channels

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

Telephone:

US & Canada: 800-978-2737

UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com

Germany: support-dach@axon.com

Rest of EMEA: customerservice@axon.com or support@axon.com



Service Offerings Agreement

Incident Classifications and Response Times

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

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

Severity Level Determination

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



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Escalation

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

Exclusions

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

Part 3 – Return of Merchandise Authorization (RMA)

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

Targeted Replacement Time:

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

Exclusions

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



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