

FRAMEWORK AGREEMENT

THIS FRAMEWORK AGREEMENT (this “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **AXON ENTERPRISE, INC.**, an Arizona corporation, whose address is 17800 N 85th St, Scottsdale, AZ 85255 (the “Contractor”), individually a “Party” and jointly “the Parties.”

RECITALS

WHEREAS, the City has awarded this Agreement to the Contractor for the provision of body-worn cameras, interview room cameras, related equipment, software, and cloud-based data storage services, for use by the Denver Police, Sheriff, and Fire Departments.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all Work performed under this Agreement with the Executive Director (“Director”) of the City’s Department of Public Safety (“DPS”), the City’s Chief Information Officer (“CIO”), or other personnel formally designated by the City.
2. **DEFINITIONS**
 - 2.1. **“City Data”** means all data processed, stored, generated, collected, or transmitted on computers or other electronic media by or on behalf of the City, or provided to the Contractor for such processing, storage, generation, collection, or transmission, as well as any derivative data produced therefrom. City Data includes, but is not limited to: (i) information originally in physical format (including paper or other non-electronic media) that is subsequently digitized, scanned, or otherwise converted to electronic format; (ii) information provided to the Contractor by the City, authorized users, or third parties acting on the City's behalf; and (iii) confidential or sensitive information, financial data, public records, and any other regulated data, regardless of source, including but not limited to data from the City's employees, citizens, and contractors.
 - 2.2. **“D(d)ata”** means information, regardless of form, that can be read, transmitted, or processed.
 - 2.3. **“Deliverable(s)”** means a tangible object, SaaS, or On-Premise Software that is provided to the City by the Contractor under this Agreement.
 - 2.4. **“Effective Date”** means the date on which this Agreement is approved and signed by the City as shown on the City’s signature page.
 - 2.5. **“Exhibits”** means the exhibits and attachments included with this Agreement.
 - 2.6. **“On-Premise Software”** means software that the Contractor provides for the City’s use that is installed and operated on City premises. For the avoidance of doubt, On-Premise Software does not include SaaS, though On-Premise Software may interface with SaaS.
 - 2.7. **“SaaS”** means a software-as-a-service that the Contractor hosts (directly or indirectly) for the City’s use. For the avoidance of doubt, SaaS does not include Services or On-Premise Software.
 - 2.8. **“Service(s)”** means the technology related professional services to be performed by the Contractor as set forth in this Agreement and shall include any services or support provided by the Contractor under this Agreement.

2.9. “Specifications” refers to such technical and functional specifications for On-Premise Software, SaaS, and/or Deliverables included or referenced in an Exhibit.

2.10. “Subcontractor” means any third party engaged by the Contractor to aid in performance of the Work.

2.11. “Task Order” means a document issued in accordance with this Agreement that specifically describes the Work to be performed.

2.12. “Work” means any and all On-Premise Software, SaaS, Services, hardware, Deliverables, intellectual property, documentation, materials, labor, support, maintenance, training, updates, configurations, customizations, and other outputs and outcomes provided and/or performed by the Contractor pursuant to this Agreement, whether explicitly identified in this Agreement or reasonably necessary to fulfill the Contractor's obligations hereunder.

3. SOFTWARE AS A SERVICE, SUPPORT, AND SERVICES TO BE PERFORMED: As the City directs, the Contractor shall diligently undertake, perform, and make available the technology related Work set forth in the Exhibits to the City’s satisfaction. The City shall have no liability to compensate the Contractor for Work that is not specifically authorized by this Agreement. The Work shall be provided and performed as stated herein and shall conform to the Specifications. The Contractor is ready, willing, and able to provide the Work required by this Agreement. The Contractor shall faithfully perform any Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

4. TASK ORDERS FOR ADDITIONAL PRODUCTS AND SERVICES

4.1. To initiate a Task Order, the City will provide a request to the Contractor describing the general scope and intent of the Work it desires the Contractor to perform under that Task Order. The Contractor shall submit a proposal, which shall include a quote, to the City in response to the City’s request. All Task Orders, signed by the Parties, shall be issued in accordance with this Agreement using the rates contained therein. Each Task Order shall include a detailed scope of Services, level of effort, timeline for completion, rates or fixed fee pricing, and payment schedule, including a “not to exceed” amount, specific to each Task Order. Task Orders shall be construed to be in addition to, supplementary to, and consistent with the provisions of this Agreement. In the event of a conflict between a particular provision of any Task Order and a provision of this Agreement, this Agreement shall take precedence. A Task Order may be amended by the Parties by a written instrument prepared by the Parties jointly and signed by their authorized representatives.

4.2. The City is not required to execute any minimum number of Task Orders under this Agreement, and the City reserves the right to execute Task Orders with the Contractor at its sole discretion. The City shall have no liability to compensate the Contractor for any Work not specifically set forth in this Agreement or a properly executed Task Order. In no event shall a Task Order term extend beyond the Term unless the City has specifically agreed in writing. If this Agreement is terminated for any reason, each Task Order hereunder shall also terminate unless the City has specifically directed otherwise in writing. Task Orders may also be terminated in accordance with this Agreement’s termination provisions. The Contractor agrees to fully coordinate its provision

of Services with any third party under contract with the City relevant to the Contractor's performance hereunder.

4.3. The Contractor represents and warrants that all Services under a Task Order will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all Services and/or Deliverables will conform to applicable, agreed upon specifications, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

5. TERM: This Agreement will commence on January 1, 2026, and will expire, unless sooner terminated, on December 31, 2030 (the "Term"). Subject to the City's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the City.

6. COMPENSATION AND PAYMENT

6.1. Fees: The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered and costs incurred under this Agreement the fees described in the attached Exhibits. Amounts billed may not exceed rates set forth in the Exhibits and will be made in accordance with any agreed upon payment milestones.

6.2. Reimbursement Expenses: There are no reimbursable expenses allowed under this Agreement. All the Contractor's expenses are contained in the budget as described in the Exhibits. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing their obligations under this Agreement including but not limited to personnel costs, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

6.3. Invoicing: The Contractor must submit an invoice which shall include the City contract number, clear identification of the Work that has been completed or delivered, and other information reasonably requested by the City. Payment on all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance, §§ 20-107, *et seq.*, D.R.M.C, and no Exhibit or order form shall modify the City's statutory payment provisions.

6.4. Maximum Contract Amount

6.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed Twenty-Seven Million Dollars (\$27,000,000.00) (the "Maximum Agreement Amount"). The City is not obligated to execute an Agreement or any amendments for any further Work, including any Services performed by the Contractor beyond that specifically described in the attached Exhibits. Any Work performed beyond those in the attached Exhibits are performed at the Contractor's risk and without authorization under this Agreement.

6.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years.

This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

7. **TAXES, CHARGES AND PENALTIES**: The City shall not be liable for the payment of taxes, late charges, or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115.
8. **STATUS OF CONTRACTOR**: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, or employment relationship between the Parties.
9. **TERMINATION**
 - 9.1. Either Party may terminate this Agreement, and the City may terminate a product under this Agreement, for the other Party's material breach by written notice specifying in detail the nature of the breach, effective in thirty (30) days unless the other Party first cures such breach, or effective immediately if the breach is not subject to cure.
 - 9.2. The City has the right to terminate this Agreement or a product under this Agreement without cause upon ninety (90) days prior written notice to the Contractor. Nothing gives the Contractor the right to perform under this Agreement beyond the time when its Work becomes unsatisfactory to the City. Notwithstanding anything to the contrary contained in this Agreement, if the City terminates this Agreement without cause, the City shall be under no obligation to make further payment(s) for any remaining subscription years, licensing fees, or support costs as outlined in the attached Exhibits once the then current annual term expires; provide that, the City shall not be entitled to any refund, unless stated otherwise in the Exhibits, for the remainder of the prepaid annual term then in effect at the time of this Agreement's early termination without cause.
 - 9.3. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
 - 9.4. Upon termination of this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed. Upon The City's request or upon termination, the Contractor shall return to the City all property placed in the Contractor's possession or control pursuant to this Agreement. Notwithstanding the foregoing, Section 11.1 – Effect of Termination in **Exhibit F** shall apply.
 - 9.5. The City is entering into this Agreement to serve the public interest of the City as determined by its governing bodies. If this Agreement ceases to further the public interest of the City, or if the

City fails to appropriate the necessary funding to continue this Agreement, the City, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest or for lack of appropriation shall not be equivalent to a City right to terminate for convenience or without cause. This Subsection shall not apply to a termination of this Agreement by the City for a breach of contract by the Contractor. If the City terminates this Agreement in the public interest or for lack of appropriation, the City shall pay the Contractor an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily delivered or completed and accepted, as determined by the City, less payments previously made.

10. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

12. INSURANCE

12.1. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract

number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

- 12.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to endorsements.
- 12.3. Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.
- 12.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability – if required, the Contractor's insurer shall waive subrogation rights against the City.
- 12.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 12.6. Workers' Compensation and Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 12.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property

damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

12.8. Automobile Liability: The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

12.9. Cyber Liability: The Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

12.10. Technology Errors & Omissions: The Contractor shall maintain Technology Errors and Omissions insurance including network security, privacy liability and product failure coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

13. DEFENSE AND INDEMNIFICATION

13.1. The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its Subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the negligence or willful misconduct of City.

13.2. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. the Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

13.3. The Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

13.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

13.5. The Contractor shall indemnify, save, and hold harmless the indemnified parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the indemnified parties in relation to any claim that any Work provided by the Contractor under this Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. The Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by the Contractor with any other product, system, or method, unless the other product, system, or method is (i) provided by the Contractor or the Contractor's subsidiaries or affiliates; (ii) specified by the Contractor to work with the IP Deliverables; (iii) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (iv) is reasonably expected to be used in combination with the IP Deliverables.

13.6. The Contractor shall indemnify, save, and hold harmless the indemnified parties against all costs, expenses, claims, damages, liabilities, court awards and other amounts, including attorneys' fees and related costs, incurred by the indemnified parties in relation to the Contractor's failure to comply with §§ 24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established pursuant to § 24-85-103 (2.5), C.R.S. This indemnification obligation does not extend to the City's generated content using the Contractor's software, including any configuration or customization of the Contractor's software by the City.

13.7. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

14. LIMITATION OF THE CONTRACTOR'S LIABILITY: To the extent permitted by law, the liability of the Contractor, its Subcontractors, and their respective personnel to the City for any claims, liabilities, or damages relating to this Agreement shall be limited to damages, including but not limited to direct losses, consequential, special, indirect, incidental, punitive or exemplary loss, loss or unauthorized disclosure of City Data, not to exceed three (3) times the Maximum Agreement Amount payable by the City under this Agreement. No limitation on the Contractor's liability to the City under this Section shall limit or affect: (i) any claims, losses, or damages for which coverage is available under any insurance required under this Agreement; (ii) claims or damages arising out of bodily injury, including death, or damage to tangible property of the City caused by Contractor's negligent acts; or (iii) claims or damages resulting from the recklessness, bad faith, or intentional misconduct of the Contractor or its Subcontractors.

15. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

16. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES: The Contractor shall comply with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations, public health orders, and Executive Orders of the City and County of Denver that are applicable to the Contractor's performance hereunder. These laws,

regulations, and other authorities are incorporated by reference herein to the extent that they are applicable. Any of the Contractor's personnel visiting the City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. The City will provide copies of such policies to the Contractor upon request.

17. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.
18. **DATA PROTECTION:** The Contractor recognizes and agrees that: (i) City Data is valuable property of the City; (ii) City Data may include Confidential Information, protected or regulated data, and trade secrets of the City; and (iii) the City has dedicated substantial resources to collecting, managing, protecting, and compiling City Data. The Contractor recognizes and agrees that City Data may contain personally identifiable information or other sensitive information, even if the presence of such information is not labeled or disclosed. If the Contractor receives access to City Data, the Contractor shall comply with all applicable data protection laws, including the Colorado Consumer Protection Act and the Colorado Privacy Act, to the extent applicable. Other such obligations may arise from the Health Information Portability and Accountability Act (HIPAA), IRS Publication 1075, and the FBI Criminal Justice Information Service Security Addendum. At a minimum, the Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards and guidelines applicable to the Contractor's performance under this Agreement. The Contractor shall also comply with the terms and conditions in the attached **Exhibit C**, Information Technology Provisions. Any Exhibit or external term hereto may not waive or modify the Contractor's legal obligations to protect City Data in compliance with applicable law under this Agreement.
19. **SAFEGUARDING PERSONALLY IDENTIFIABLE INFORMATION:** "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, including, but not limited to, first and last name, residence or other physical address, banking information, electronic mail address, telephone number, credit card information, an official government-issued driver's license or identification card number, social security number or tax identification number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also include "personal information" as defined in § 24-73-103(1)(g), C.R.S. If the Contractor or any of its Subcontractors receives PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner

and form acceptable to the City, including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer and data access security, data storage and transmission encryption, security inspections, and audits. As applicable, the Contractor shall be a “Third-Party Service Provider” as defined in § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§ 24-73-101, *et seq.*, C.R.S. In addition, and as required by D.R.M.C. § 28-251 and C.R.S. § 24-74-102 *et seq.*, the Contractor shall not collect or disseminate individually identifiable information regarding national origin, immigration status, or citizenship status except as expressly required by applicable law. The Contractor, including its employees, agents, and Subcontractors, shall not share any PII with third parties for purposes of investigating, participating in, cooperating with, or assisting federal immigration enforcement. If the Contractor is granted direct access to any City databases containing PII, the Contractor shall, on behalf of itself and its employees, execute the certification attached hereto as **Exhibit D** on an annual basis. This obligation shall remain in effect for as long as the Contractor maintains direct access to such databases. If the Contractor engages any Subcontractors that require direct access to City databases containing PII, the Contractor shall ensure that each such Subcontractor also executes and delivers the certification to the City annually, for the duration of their access.

20. SECURITY BREACH AND REMEDIATION

20.1. Security Breach: If the Contractor becomes aware of a confirmed or unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of City Data (a “Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. A Security Breach shall also include, without limitation, the unauthorized use of a City system for the processing or storage of data or changes to the City’s system hardware, firmware, or software characteristics without the City’s knowledge, instruction, or consent. Any oral notice of a Security Breach provided by the Contractor shall be immediately followed by a written notice to the City.

20.2. Remediation: The Contractor shall implement and maintain a program for managing actual or suspected Security Breaches. In the event of a Security Breach, the Contractor shall cooperate with the City and law enforcement agencies, when applicable, to investigate and resolve the Security Breach, including, without limitation, providing reasonable assistance to the City in notifying third parties. The Contractor shall provide the City prompt access to such records related to a Security Breach as the City may reasonably request; provided such records will be the Contractor’s Confidential Information, and the Contractor will not be required to provide the City with records belonging to, or compromising the security of, its other customers. The provisions of this Subsection do not limit the City’s other rights or remedies, if any, resulting from a Security Breach. In addition, unless the Security Breach resulted from the City’s sole act or omission, the Contractor shall promptly reimburse the City for reasonable costs incurred by the City in any investigation, remediation or litigation resulting from any Security Breach, including but not limited to providing notification to third parties whose data was compromised and to regulatory bodies, law-enforcement agencies, or other entities as required by law or contract; establishing and monitoring call center(s), and credit monitoring and/or identity restoration services to assist

each person impacted by a Security Breach in such a fashion that, in the City's sole discretion, could lead to identity theft; and the payment of reasonable legal fees and expenses, audit costs, fines and penalties, and other fees imposed by regulatory agencies, courts of law, or contracting partners as a result of the Security Breach attributable to the Contractor or its Subcontractors.

21. ACCESSIBILITY AND ADA WEBSITE COMPLIANCE

- 21.1. Compliance:** The Contractor shall comply with, and the Work provided under this Agreement shall be in compliance with, all applicable provisions of §§ 24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established pursuant to Section § 24-85-103 (2.5), C.R.S. (collectively, the "Guidelines"), to the extent required by law. The Contractor shall also comply with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- 21.2. Testing:** The City may require the Contractor's compliance to be determined by a third party selected by the City to attest that the Contractor's has performed all obligations under this Agreement in compliance with §§ 24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established pursuant to § 24-85-103 (2.5), C.R.S.
- 21.3. Validation and Remediation:** The Contractor agrees to promptly respond to and resolve any instance of noncompliance regarding accessibility in a timely manner and shall remedy any noncompliant Work at no additional cost to the City. If the City reasonably determines accessibility issues exist, the Contractor shall provide a "roadmap" for remedying those deficiencies on a reasonable timeline to be approved by the City. Resolution of reported accessibility issue(s) that may arise shall be addressed as high priority, and failure to make satisfactory progress towards compliance with the Guidelines, as agreed to in the roadmap, shall constitute a breach of contract and be grounds for termination or non-renewal of this Agreement.

22. CONFIDENTIAL INFORMATION

- 22.1.** "Confidential Information" means all information or data, regardless of form, not subject to disclosure under the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S. ("CORA"), and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, Subcontractors, agents and consultants that need to know such information to fulfill the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfill the purposes of this Agreement. This Agreement does not transfer

ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

22.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked but constitutes personally identifiable information or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws and regulations. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

22.3. Disclosed information or data that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, Subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

22.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to CORA. In the event of a request to the City for disclosure of possible confidential materials, the City shall advise the Contractor of such request to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under CORA for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents, and employees, from any claim, damages, expense, attorneys’ fees, or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section.

23. CRIMINAL JUSTICE INFORMATION: The Contractor shall comply with all applicable standards of the Criminal Justice Information Services (“CJIS”) Security Policy, attached hereto and incorporated herein as **Exhibit E** and all other requirements issued by the Federal Bureau of Investigation (“FBI”). The Contractor shall ensure that any Work provided under this Agreement protects the confidentiality, integrity, and availability of criminal justice information (“CJI”) from unauthorized access, use, or disclosure. The Contractor shall ensure its responsibilities related to CJIS compliance are appropriately assigned and maintained and shall cooperate with audits or inspections conducted by the City, the Colorado Bureau of Investigations, or the FBI to verify compliance with the CJIS Security Policy. The Contractor shall promptly report any breaches or incidents involving

CJI to the City pertaining to City Data and take appropriate remedial actions. Contractors with direct access or indirect access to CJI shall handle all CJI following the CJIS Security Policy and Title 28, Code of Federal Regulations, Part 20 (relevant standards). Contractors supporting systems which provide direct access to CJI shall also follow the regulations listed in the laws, policies, and manuals incorporated into this agreement: NCIC Operating Manual, CCIC Training Manual, Interstate Identification Index / National Fingerprint File Operational and Technical Manual, and Title 28, Code of Federal Regulations, Part 23. Contractors who perform criminal justice functions and have access to CJI shall meet the same training and certification criteria required of governmental agencies performing a similar function and are subject to audit to the same extent as local agencies. Before receiving access to CJI or Federal Criminal History Record Information ("CHRI"), the Contractor and its individual employees must complete the attached CJIS Security Addendum certification attached hereto. The Contractor shall maintain signed CJIS Security Addendum certification pages for its personnel and shall provide copies to the City upon request.

- 24. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not sell, transfer, assign, subcontract performance obligations, or otherwise dispose of this Agreement or any portion thereof, including any right, title, or interest therein, without the City's prior written consent. The City shall not unreasonably withhold approval of an assignment when the Contractor is in full compliance with this Agreement and the proposed assignee, in the City's opinion, possesses sufficient business experience, aptitude, and financial resources to perform its obligations under this Agreement. The City may, at its reasonable discretion, approve the assignment, subcontract, or transfer in writing, deny it, or refer the matter to the City's governing bodies for approval. The City may execute its written approval of assignment through a signed consent letter without requiring a formal amendment to this Agreement, provided such consent letter explicitly references this Agreement. Any approved assignee shall be subject to all terms and conditions of this Agreement and other supplemental contractual documents; however, no approval by the City shall obligate the City beyond the provisions of this Agreement. Any assignment or subcontracting without the City's consent shall be ineffective and void and shall constitute grounds for termination of this Agreement by the City. Should unauthorized assignment or subcontracting occur, the Contractor shall remain responsible to the City, and no contractual relationship shall be created between the City and any subcontractor or assignee. This provision shall also apply to any reassignment of this Agreement due to change in ownership of the Contractor, and the Contractor shall notify the City in writing of any assignment due to change in ownership within thirty (30) days of such change.
- 25. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.
- 26. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate

the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

- 27. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** Except for the functional requirements provided in response to a request for proposal and/or any subsequent enhancement of the SOW or other implementation documentation that may be developed after execution of this Agreement, this Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 28. SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 29. CONFLICT OF INTEREST:** No employee of the City shall have any personal or beneficial interest in the Services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.* or the Charter §§ 1.2.8, 1.2.9, and 1.2.12. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.
- 30. NOTICES:** All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, electronic mail with read receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the aforementioned address, and if to the City at: Denver Department of Safety, 1331 Cherokee Street, Room 302, Denver, Colorado 80204; with a copy to: Chief Information Officer, Denver Technology Services, 201 West Colfax Avenue, Dept. 301, Denver, Colorado 80202; with another copy to: Denver City Attorney's Office, 1437 Bannock St., Room 353, Denver, Colorado 80202. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. If a Party delivers a notice through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by certified or registered mail to the addresses set forth herein. The Parties may designate electronic and substitute addresses where or persons to whom notices are to be mailed or

delivered. However, these substitutions will not become effective until actual receipt of written notification.

- 31. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the CIO as defined in this Agreement. In the event of a dispute between the Parties, the Contractor will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.
- 32. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 33. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 34. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate, and official motion, resolution or action passed or taken, to enter into this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- 35. LITIGATION REPORTING:** If the Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect the Contractor's ability to perform its obligations under this Agreement, the Contractor shall, within 10 days after being served, notify the City of such action and deliver copies of such pleading or document, unless protected by law, to the City.
- 36. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS:** The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, rights, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

- 37. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any party merely because any provisions of this Agreement were prepared by a particular party.
- 38. ORDER OF PRECEDENCE:** In the event of any conflicts between the provisions in the body of this Agreement, the Exhibits, or any other attachment hereto, the provisions in the body of this Agreement shall control. For the avoidance of doubt, no terms within any subsequent order form, invoice, or quote issued by the Contractor to the City shall be binding on the City or take precedence over the terms of the body of this Agreement regardless of any term contained therein to the contrary.
- 39. SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement, including any Exhibits and attachments, that by reasonable implication contemplate continued performance, rights, or compliance beyond the expiration or termination of this Agreement shall survive such expiration or termination and shall remain enforceable. Without limiting the foregoing, the Contractor's obligations to provide insurance coverage and to indemnify the City shall survive for a period equal to the duration of all applicable statutes of limitation, plus any additional time reasonably necessary to resolve any claims, disputes, or legal proceedings initiated within that period. Any grant of property rights or intellectual property rights to the City that, by its terms, extends beyond the term of this Agreement shall remain in effect after expiration or termination, except in the event of termination due to the City's breach of its payment obligations. Any warranties made available to the City, whether provided under this Agreement or otherwise, shall survive expiration or termination of this Agreement for the full duration specified in the warranty documentation or as permitted by applicable law. Upon expiration or termination of this Agreement, in whole or in part, the Contractor shall promptly return to the City all City Data and any other materials or information provided by the City, in the format reasonably requested by the City, and shall permanently delete or destroy all remaining copies thereof.
- 40. INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- 41. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- 42. FORCE MAJEURE:** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of manufactures, unreasonable unavailability of equipment or software from suppliers, default of a Subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party and/or other substantially similar occurrences beyond the Party's reasonable control ("Excusable Delay"). In the event of any such Excusable Delay, time for performance shall be extended for as may be reasonably necessary to compensate for such delay.
- 43. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

- 44. CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.
- 45. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Agreement or to Services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the City's written approval. Any oral presentation or written materials related to Services performed under this Agreement will be limited to Services that have been accepted by the City. The Contractor shall notify the City in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 46. EXTERNAL TERMS AND CONDITIONS DISCLAIMER:** Notwithstanding anything to the contrary herein, the City shall not be subject to any provision including any terms, conditions, or agreements, and links thereto, appearing on the Contractor's or a Subcontractor's website, forms, or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically incorporated into this Agreement.
- 47. PROHIBITED TERMS:** Any term included in this Agreement that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; requires payment for any obligation where there has not been an appropriation; requires venue and jurisdiction outside of the Colorado; or seeks to modify the order of precedence, as stated in the main body of this Agreement; or that conflicts with this provision in any way shall be *void ab initio*. All contracts entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.
- 48. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** To the extent applicable, the Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.
- 49. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
- 50. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

51. ATTACHED EXHIBITS INCORPORATED: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Quotes Q-657518-45975BR, Q-657115-45975BR, Q-521732-45975BR, and Q-672333-45975BR; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Information Technology Provisions; **Exhibit D**, PII Certification; **Exhibit E**, Criminal Justice Information Services Security Addendum; and **Exhibit F**, Contractor's Master Services and Purchasing Agreement.

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Contract Control Number: POLIC-202581688-00
Contractor Name: AXON ENTERPRISE INC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at
Denver, Colorado as of:

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: _____ By: _____
By: _____

Contract Control Number:
Contractor Name:

POLIC-202581688-00
AXON ENTERPRISE INC

By: _____

Signed by:

Robert Driscoll

55DAEBB131A4424...

Name: _____

Robert Driscoll

(please print)

Title: _____

VP, Deputy General Counsel

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

EXHIBIT A



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-657518-45975BR

Issued: 11/14/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 107431

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Denver County Sheriff's Office - CO 5440 Roslyn St Bldg 5 Denver, CO 80216-6000 USA	Denver County Sheriff's Office - CO 201 W Colfax Ave Denver CO 80202-5329 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Rubke Phone: +1 4153149573 Email: brubke@axon.com Fax:	Jarred Hansen Phone: 720-591-6486 Email: jarred.hansen@denvergov.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$6,183,432.14
ESTIMATED TOTAL W/ TAX	\$6,183,432.14

Discount Summary

Average Savings Per Year	\$370,540.37
TOTAL SAVINGS	\$1,852,701.87

EXHIBIT A

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$1,236,686.42	\$0.00	\$1,236,686.42
Jan 2027	\$1,236,686.43	\$0.00	\$1,236,686.43
Jan 2028	\$1,236,686.43	\$0.00	\$1,236,686.43
Jan 2029	\$1,236,686.43	\$0.00	\$1,236,686.43
Jan 2030	\$1,236,686.43	\$0.00	\$1,236,686.43
Total	\$6,183,432.14	\$0.00	\$6,183,432.14

EXHIBIT A

Quote Unbundled Price:	\$8,841,444.60
Quote List Price:	\$8,534,071.20
Quote Subtotal:	\$6,183,432.14

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									
100552	TAP CREDIT - PRIOR CONTRACT	1			\$1.00	\$5,188.31	\$5,188.31	\$0.00	\$5,188.31
100553	SOFTWARE CREDIT - PRIOR CONTRACT	1			\$1.00	\$7,548.03	\$7,548.03	\$0.00	\$7,548.03
BWCUwTAP	BWC Unlimited with TAP	230	60	\$107.31	\$99.66	\$83.13	\$1,147,194.00	\$0.00	\$1,147,194.00
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	400	60	\$104.98	\$86.66	\$86.66	\$2,079,840.00	\$0.00	\$2,079,840.00
C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	325	60	\$46.90	\$43.33	\$43.33	\$844,935.00	\$0.00	\$844,935.00
BWCamTAP	Body Worn Camera TAP Bundle	501	60	\$26.00	\$33.80	\$20.28	\$609,616.80	\$0.00	\$609,616.80
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	62	60	\$42.89	\$62.52	\$21.64	\$80,500.80	\$0.00	\$80,500.80
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	91			\$3,277.80	\$144.08	\$13,111.20	\$0.00	\$13,111.20
H00001	AB4 Camera Bundle	730			\$1,798.00	\$29.56	\$21,576.00	\$0.00	\$21,576.00
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	500	60		\$27.12	\$27.12	\$813,600.00	\$0.00	\$813,600.00
ProLicense	Pro License Bundle	10	60		\$48.82	\$48.75	\$29,250.00	\$0.00	\$29,250.00
BasicLicense	Basic License Bundle	500	60		\$16.27	\$16.25	\$487,500.00	\$0.00	\$487,500.00
A la Carte Services									
85150	AXON TASER - PSO - CEW ADD-ON	1			\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	2			\$6,786.00	\$6,786.00	\$13,572.00	\$0.00	\$13,572.00
85147	AXON TASER - PSO - STARTER	1			\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00
Total							\$6,183,432.14	\$0.00	\$6,183,432.14

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	29	1	12/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	24	1	12/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	701	1	12/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	803	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	803	1	12/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	803	1	12/01/2025

EXHIBIT A

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	83	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	8	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	8	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	83	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	91	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	8	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	400	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	13	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	16	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	6000	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	2800	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	360	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	40	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	8	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	6	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	2	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	8	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	400	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	13	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	18	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	80	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	13	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	400	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	6	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	6	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100126	AXON VR - TACTICAL BAG	7	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100399	AXON TASER 10 - CARTRIDGE - LIVE	4880	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	2280	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100748	AXON VR - CONTROLLER - TASER 10	7	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	2	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101751	AXON VR - HEADSET - HTC FOCUS VISION	7	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	4	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	4	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	2000	1	12/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1630	1	12/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	2000	1	12/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1620	1	12/01/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	62	1	06/01/2028

EXHIBIT A

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	517	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	8	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	8	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	7	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	20373	AXON VR - TAP REFRESH 1 - HEADSET	7	1	06/01/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	237	1	06/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	29	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	2000	1	12/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1630	1	12/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	2000	1	12/01/2029
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100400	AXON TASER 10 - CARTRIDGE - HALT	1620	1	12/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	500	01/01/2026	12/31/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	500	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	400	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	400	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	400	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101180	AXON TASER - DATA SCIENCE PROGRAM	325	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101703	AXON VR - USER ACCESS - TASER SKILLS	325	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	20248	AXON TASER - EVIDENCE.COM LICENSE	325	01/01/2026	12/31/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	230	01/01/2026	12/31/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	230	01/01/2026	12/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	01/01/2026	12/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	01/01/2026	12/31/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	500	01/01/2026	12/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	400
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	400
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	325
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	2
A la Carte	85150	AXON TASER - PSO - CEW ADD-ON	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	62	12/01/2026	12/31/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	501	12/01/2026	12/31/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	16	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	8	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	400	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	13	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	8	12/01/2026	12/31/2030

EXHIBIT A

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	80	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	400	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	13	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	5	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	100197	AXON VR - EXT WARRANTY - HEADSET	7	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	101007	AXON VR - EXT WARRANTY - CONTROLLER	7	12/01/2026	12/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	7	12/01/2026	12/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	230	12/01/2026	12/31/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	29	12/01/2026	12/31/2030

EXHIBIT A

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5440 Roslyn St Bldg 5	Denver	CO	80216-6000	USA
1	5440 Roslyn St Bldg 5	Denver	CO	80216-6000	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	500	\$152,998.59	\$0.00	\$152,998.59
Annual Payment 1	BasicLicense	Basic License Bundle	500	\$91,675.03	\$0.00	\$91,675.03
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	62	\$15,138.29	\$0.00	\$15,138.29
Annual Payment 1	BWCamTAP	Body Worn Camera TAP Bundle	501	\$114,639.25	\$0.00	\$114,639.25
Annual Payment 1	BWCUwTAP	BWC Unlimited with TAP	230	\$215,731.36	\$0.00	\$215,731.36
Annual Payment 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	400	\$391,116.68	\$0.00	\$391,116.68
Annual Payment 1	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	325	\$158,891.18	\$0.00	\$158,891.18
Annual Payment 1	ProLicense	Pro License Bundle	10	\$5,500.50	\$0.00	\$5,500.50
Upfront Items	101267	AXON VR - PSO - FULL INSTALLATION	1	\$12,000.00	\$0.00	\$12,000.00
Upfront Items	85147	AXON TASER - PSO - STARTER	1	\$14,000.00	\$0.00	\$14,000.00
Upfront Items	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	2	\$13,572.00	\$0.00	\$13,572.00
Upfront Items	85150	AXON TASER - PSO - CEW ADD-ON	1	\$4,000.00	\$0.00	\$4,000.00
Upfront Items	H00001	AB4 Camera Bundle	730	\$21,576.00	\$0.00	\$21,576.00
Upfront Items	H00002	AB4 Multi Bay Dock Bundle	91	\$13,111.20	\$0.00	\$13,111.20
Invoice Upon Fulfillment	100552	TAP CREDIT - PRIOR CONTRACT	1	\$5,188.31	\$0.00	\$5,188.31
Invoice Upon Fulfillment	100553	SOFTWARE CREDIT - PRIOR CONTRACT	1	\$7,548.03	\$0.00	\$7,548.03
Total				\$1,236,686.42	\$0.00	\$1,236,686.42

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	500	\$165,150.37	\$0.00	\$165,150.37
Annual Payment 2	BasicLicense	Basic License Bundle	500	\$98,956.24	\$0.00	\$98,956.24
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	62	\$16,340.63	\$0.00	\$16,340.63
Annual Payment 2	BWCamTAP	Body Worn Camera TAP Bundle	501	\$123,744.38	\$0.00	\$123,744.38
Annual Payment 2	BWCUwTAP	BWC Unlimited with TAP	230	\$232,865.65	\$0.00	\$232,865.65
Annual Payment 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	400	\$422,180.81	\$0.00	\$422,180.81
Annual Payment 2	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	325	\$171,510.98	\$0.00	\$171,510.98
Annual Payment 2	ProLicense	Pro License Bundle	10	\$5,937.37	\$0.00	\$5,937.37
Total				\$1,236,686.43	\$0.00	\$1,236,686.43

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	500	\$165,150.37	\$0.00	\$165,150.37
Annual Payment 3	BasicLicense	Basic License Bundle	500	\$98,956.24	\$0.00	\$98,956.24
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	62	\$16,340.63	\$0.00	\$16,340.63
Annual Payment 3	BWCamTAP	Body Worn Camera TAP Bundle	501	\$123,744.38	\$0.00	\$123,744.38
Annual Payment 3	BWCUwTAP	BWC Unlimited with TAP	230	\$232,865.65	\$0.00	\$232,865.65

EXHIBIT A

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	400	\$422,180.81	\$0.00	\$422,180.81
Annual Payment 3	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	325	\$171,510.98	\$0.00	\$171,510.98
Annual Payment 3	ProLicense	Pro License Bundle	10	\$5,937.37	\$0.00	\$5,937.37
Total				\$1,236,686.43	\$0.00	\$1,236,686.43

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	500	\$165,150.37	\$0.00	\$165,150.37
Annual Payment 4	BasicLicense	Basic License Bundle	500	\$98,956.24	\$0.00	\$98,956.24
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	62	\$16,340.63	\$0.00	\$16,340.63
Annual Payment 4	BWCamTAP	Body Worn Camera TAP Bundle	501	\$123,744.38	\$0.00	\$123,744.38
Annual Payment 4	BWCUwTAP	BWC Unlimited with TAP	230	\$232,865.65	\$0.00	\$232,865.65
Annual Payment 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	400	\$422,180.81	\$0.00	\$422,180.81
Annual Payment 4	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	325	\$171,510.98	\$0.00	\$171,510.98
Annual Payment 4	ProLicense	Pro License Bundle	10	\$5,937.37	\$0.00	\$5,937.37
Total				\$1,236,686.43	\$0.00	\$1,236,686.43

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	500	\$165,150.37	\$0.00	\$165,150.37
Annual Payment 5	BasicLicense	Basic License Bundle	500	\$98,956.24	\$0.00	\$98,956.24
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	62	\$16,340.63	\$0.00	\$16,340.63
Annual Payment 5	BWCamTAP	Body Worn Camera TAP Bundle	501	\$123,744.38	\$0.00	\$123,744.38
Annual Payment 5	BWCUwTAP	BWC Unlimited with TAP	230	\$232,865.65	\$0.00	\$232,865.65
Annual Payment 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	400	\$422,180.81	\$0.00	\$422,180.81
Annual Payment 5	C00029	BUNDLE - TASER 10 CERTIFICATION STANDARD ADD-ON	325	\$171,510.98	\$0.00	\$171,510.98
Annual Payment 5	ProLicense	Pro License Bundle	10	\$5,937.37	\$0.00	\$5,937.37
Total				\$1,236,686.43	\$0.00	\$1,236,686.43

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 subject to and governed by the terms and conditions of the main Agreement to which this Exhibit is attached. The provisions set forth herein, including Axon's Master Services and Purchasing Agreement, attached hereto as Exhibit F, and the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchases (if applicable), shall apply only to the extent they do not conflict with the terms of the main Agreement.

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

EXHIBIT A

Agency has existing contract(s) originated via Quote(s):

Q-266744

Q-438384

Q-540609

Agency is terminating those contracts effective 01/01/2026. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$12,736.34 to the quote for delivered but unpaid items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-309433

12/1/2024

INUS302976 \$592,740.00

Q-438384

12/15/2024

INUS307209 \$16,026.57

Q-540609

12/15/2024

INUS306560 \$46,963.20

EXHIBIT A

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

11/14/2025



EXHIBIT A



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-657115-45975BR

Issued: 11/14/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 108689

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Denver Police Department - CO 1331 Cherokee St Denver, CO 80204-2720 USA	Denver Police Department - CO PO Box 40098 Denver CO 80204-0098 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Rubke Phone: +1 4153149573 Email: brubke@axon.com Fax:	Alfonso Cervera Jr Phone: (720) 913-2000 Email: alfonso.cervera@denvergov.org Fax: (720) 913-7029

Quote Summary

Program Length	60 Months
TOTAL COST	\$19,870,868.10
ESTIMATED TOTAL W/ TAX	\$19,870,868.10

Discount Summary

Average Savings Per Year	\$1,488,974.96
TOTAL SAVINGS	\$7,444,874.79

EXHIBIT A

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$3,974,173.62	\$0.00	\$3,974,173.62
Jan 2027	\$3,974,173.62	\$0.00	\$3,974,173.62
Jan 2028	\$3,974,173.62	\$0.00	\$3,974,173.62
Jan 2029	\$3,974,173.62	\$0.00	\$3,974,173.62
Jan 2030	\$3,974,173.62	\$0.00	\$3,974,173.62
Total	\$19,870,868.10	\$0.00	\$19,870,868.10

EXHIBIT A

Quote Unbundled Price:	\$27,311,506.19
Quote List Price:	\$24,578,017.19
Quote Subtotal:	\$19,870,868.10

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									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$1,589,973.21)	(\$1,589,973.21)	\$0.00	(\$1,589,973.21)
IR2CA	Interview Room 2 Camera Standard	5	60	\$504.57	\$446.09	\$446.09	\$133,827.00	\$0.00	\$133,827.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	121	60	\$46.39	\$62.52	\$21.64	\$157,106.40	\$0.00	\$157,106.40
IR2CA	Interview Room 2 Camera Standard	5	60	\$504.57	\$446.09	\$446.09	\$133,827.00	\$0.00	\$133,827.00
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	725	60	\$12.19	\$10.48	\$12.40	\$539,400.00	\$0.00	\$539,400.00
IR1CA	Interview Room 1 Camera Standard	3	60	\$401.64	\$371.56	\$371.56	\$66,880.80	\$0.00	\$66,880.80
BWCUwTAP	BWC Unlimited with TAP	1725	60	\$111.10	\$99.66	\$71.72	\$7,423,020.00	\$0.00	\$7,423,020.00
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1450	60	\$104.59	\$86.66	\$86.66	\$7,539,420.00	\$0.00	\$7,539,420.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	60	\$42.89	\$62.52	\$16.30	\$6,846.00	\$0.00	\$6,846.00
A la Carte Hardware									
100401	AXON TASER 10 - CARTRIDGE - INERT	900			\$1.00	\$1.00	\$900.00	\$0.00	\$900.00
101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	27			\$100.00	\$100.00	\$2,700.00	\$0.00	\$2,700.00
101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	36			\$100.00	\$100.00	\$3,600.00	\$0.00	\$3,600.00
100678	AXON INVESTIGATE - DONGLE - PRO USB	2			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	5			\$1,200.00	\$1,200.00	\$6,000.00	\$0.00	\$6,000.00
101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	70			\$165.00	\$165.00	\$11,550.00	\$0.00	\$11,550.00
100396	AXON TASER 10 - MAGAZINE - INERT RED	90			\$165.00	\$165.00	\$14,850.00	\$0.00	\$14,850.00
100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	104			\$165.00	\$165.00	\$17,160.00	\$0.00	\$17,160.00
H00003	AB4 1-Bay Dock Bundle	1725			\$229.00	\$229.00	\$395,025.00	\$0.00	\$395,025.00
H00002	AB4 Multi Bay Dock Bundle	7			\$1,638.90	\$1,638.90	\$11,472.30	\$0.00	\$11,472.30
H00001	AB4 Camera Bundle	109			\$899.00	\$899.00	\$97,991.00	\$0.00	\$97,991.00
T7Dock	T7 Dock	11	60		\$1,800.59	\$36.56	\$24,130.81	\$0.00	\$24,130.81
A la Carte Software									
100749	AXON INVESTIGATE - PRO DONGLE LICENSE	2	60		\$282.08	\$41.67	\$5,000.00	\$0.00	\$5,000.00
73618	AXON COMMUNITY REQUEST	1725	60		\$10.85	\$10.85	\$1,122,975.00	\$0.00	\$1,122,975.00
100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	1725	60		\$32.76	\$32.76	\$3,390,660.00	\$0.00	\$3,390,660.00
ProLicense	Pro License Bundle	100	60		\$43.40	\$48.75	\$292,500.00	\$0.00	\$292,500.00
A la Carte Services									
85150	AXON TASER - PSO - CEW ADD-ON	2			\$4,000.00	\$4,000.00	\$8,000.00	\$0.00	\$8,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1			\$12,000.00	\$12,000.00	\$12,000.00	\$0.00	\$12,000.00
85147	AXON TASER - PSO - STARTER	1			\$14,000.00	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00
100167	AXON TASER - MASTER INSTRUCTOR SCHOOL - AGENCY SPECIFIC	1			\$30,000.00	\$30,000.00	\$30,000.00	\$0.00	\$30,000.00
A la Carte Warranties									
80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	1	60		\$4.64	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$19,870,868.10	\$0.00	\$19,870,868.10

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	1725	1	12/01/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	1725	1	12/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	109	1	12/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	12/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	120	1	12/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	120	1	12/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	120	1	12/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	7	1	12/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	7	1	12/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	7	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	29	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	48	3	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1450	3	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	16	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	21750	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	10150	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	7250	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	1450	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	4	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	29	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	22	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	7	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	5	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101751	AXON VR - HEADSET - HTC FOCUS VISION	29	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	48	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1450	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	18	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1450	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	290	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	48	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	19	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	19	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	19	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	20	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	20	1	12/01/2025
Interview Room 1 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	3	1	12/01/2025
Interview Room 1 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	12/01/2025
Interview Room 1 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	3	1	12/01/2025

EXHIBIT A

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	12/01/2025
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1	12/01/2025
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1	12/01/2025
Interview Room 1 Camera Standard	74116	AXON INTERVIEW - COVERT ENCLOSURE	3	1	12/01/2025
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	10	1	12/01/2025
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	10	1	12/01/2025
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	1	12/01/2025
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	10	1	12/01/2025
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	10	1	12/01/2025
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	10	1	12/01/2025
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	12/01/2025
Interview Room 2 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	12/01/2025
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	5	1	12/01/2025
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	5	1	12/01/2025
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	12/01/2025
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	5	1	12/01/2025
Interview Room 2 Camera Standard	74116	AXON INTERVIEW - COVERT ENCLOSURE	10	1	12/01/2025
Interview Room 2 Camera Standard	74116	AXON INTERVIEW - COVERT ENCLOSURE	10	1	12/01/2025
T7 Dock	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	11	1	12/01/2025
T7 Dock	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	11	1	12/01/2025
T7 Dock	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	11	1	12/01/2025
A la Carte	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	104	1	12/01/2025
A la Carte	100396	AXON TASER 10 - MAGAZINE - INERT RED	90	1	12/01/2025
A la Carte	100401	AXON TASER 10 - CARTRIDGE - INERT	900	1	12/01/2025
A la Carte	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	5	1	12/01/2025
A la Carte	100678	AXON INVESTIGATE - DONGLE - PRO USB	2	1	12/01/2025
A la Carte	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	27	1	12/01/2025
A la Carte	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	36	1	12/01/2025
A la Carte	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	70	1	12/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	7250	1	12/02/2027
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	121	1	06/01/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	7	1	06/01/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	725	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	29	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	29	1	06/01/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1782	1	06/01/2028
BWC Unlimited with TAP	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	1000	1	06/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	90	1	06/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	7250	1	12/02/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	7250	1	12/02/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	725	1	12/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	1450	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	1450	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	2	01/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1450	01/01/2026	12/31/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	1725	01/01/2026	12/31/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1725	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-	3	01/01/2026	12/31/2030

EXHIBIT A

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		PC			
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL- PC	5	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL- PC	5	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	5	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	10	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	01/01/2026	12/31/2030
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	01/01/2026	12/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	01/01/2026	12/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	100	01/01/2026	12/31/2030
A la Carte	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	1725	01/01/2026	12/31/2030
A la Carte	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	2	01/01/2026	12/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	1725	01/01/2026	12/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	1450
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1450
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	5
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	5
A la Carte	100167	AXON TASER - MASTER INSTRUCTOR SCHOOL - AGENCY SPECIFIC	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	85147	AXON TASER - PSO - STARTER	1
A la Carte	85150	AXON TASER - PSO - CEW ADD-ON	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	121	01/01/2026	12/31/2030

EXHIBIT A

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1670	01/01/2026	12/31/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	90	01/01/2026	12/31/2030
Interview Room 1 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	3		
Interview Room 2 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	5		
Interview Room 2 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	5		
A la Carte	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	1	01/01/2026	12/31/2030
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	7	12/01/2026	12/31/2030
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	725	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	29	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	48	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1450	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	29	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	290	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1450	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	48	12/01/2026	12/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	19	12/01/2026	12/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	112	12/01/2026	12/31/2030
BWC Unlimited with TAP	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	999	12/01/2026	12/31/2030
T7 Dock	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	11	12/01/2026	12/31/2030

EXHIBIT A

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1331 Cherokee St	Denver	CO	80204-2720	USA
1	1331 Cherokee St	Denver	CO	80204-2720	USA
3	1331 Cherokee St	Denver	CO	80204-2720	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	1725	\$811,619.10	\$0.00	\$811,619.10
Annual Payment 1	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	104	\$4,107.57	\$0.00	\$4,107.57
Annual Payment 1	100396	AXON TASER 10 - MAGAZINE - INERT RED	90	\$3,554.63	\$0.00	\$3,554.63
Annual Payment 1	100401	AXON TASER 10 - CARTRIDGE - INERT	900	\$215.43	\$0.00	\$215.43
Annual Payment 1	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	5	\$1,436.21	\$0.00	\$1,436.21
Annual Payment 1	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	27	\$646.30	\$0.00	\$646.30
Annual Payment 1	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	36	\$861.73	\$0.00	\$861.73
Annual Payment 1	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,872.43	\$0.00	\$2,872.43
Annual Payment 1	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	70	\$2,764.71	\$0.00	\$2,764.71
Annual Payment 1	73618	AXON COMMUNITY REQUEST	1725	\$268,805.47	\$0.00	\$268,805.47
Annual Payment 1	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	121	\$37,606.41	\$0.00	\$37,606.41
Annual Payment 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$1,638.72	\$0.00	\$1,638.72
Annual Payment 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	725	\$129,115.67	\$0.00	\$129,115.67
Annual Payment 1	BWCUnltdTAP	BWC Unlimited with TAP	1725	\$1,776,841.34	\$0.00	\$1,776,841.34
Annual Payment 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1450	\$1,804,703.90	\$0.00	\$1,804,703.90
Annual Payment 1	H00001	AB4 Camera Bundle	109	\$0.00	\$0.00	\$0.00
Annual Payment 1	IR1CA	Interview Room 1 Camera Standard	3	\$16,009.20	\$0.00	\$16,009.20
Annual Payment 1	IR2CA	Interview Room 2 Camera Standard	5	\$32,034.05	\$0.00	\$32,034.05
Annual Payment 1	IR2CA	Interview Room 2 Camera Standard	5	\$32,034.05	\$0.00	\$32,034.05
Annual Payment 1	ProLicense	Pro License Bundle	100	\$70,015.45	\$0.00	\$70,015.45
Annual Payment 1	T7Dock	T7 Dock	11	\$5,776.16	\$0.00	\$5,776.16
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$1,589,973.21)	\$0.00	(\$1,589,973.21)
Upfront Items	100167	AXON TASER - MASTER INSTRUCTOR SCHOOL - AGENCY SPECIFIC	1	\$30,000.00	\$0.00	\$30,000.00
Upfront Items	100678	AXON INVESTIGATE - DONGLE - PRO USB	2	\$0.00	\$0.00	\$0.00
Upfront Items	100749	AXON INVESTIGATE - PRO DONGLE LICENSE	2	\$5,000.00	\$0.00	\$5,000.00
Upfront Items	85147	AXON TASER - PSO - STARTER	1	\$14,000.00	\$0.00	\$14,000.00
Upfront Items	85150	AXON TASER - PSO - CEW ADD-ON	2	\$8,000.00	\$0.00	\$8,000.00
Upfront Items	H00001	AB4 Camera Bundle	109	\$97,991.00	\$0.00	\$97,991.00
Upfront Items	H00002	AB4 Multi Bay Dock Bundle	7	\$11,472.30	\$0.00	\$11,472.30
Upfront Items	H00003	AB4 1-Bay Dock Bundle	1725	\$395,025.00	\$0.00	\$395,025.00
Total				\$3,974,173.62	\$0.00	\$3,974,173.62

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	1725	\$644,760.24	\$0.00	\$644,760.24

EXHIBIT A

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	104	\$3,263.11	\$0.00	\$3,263.11
Annual Payment 2	100396	AXON TASER 10 - MAGAZINE - INERT RED	90	\$2,823.84	\$0.00	\$2,823.84
Annual Payment 2	100401	AXON TASER 10 - CARTRIDGE - INERT	900	\$171.14	\$0.00	\$171.14
Annual Payment 2	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	5	\$1,140.95	\$0.00	\$1,140.95
Annual Payment 2	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	27	\$513.43	\$0.00	\$513.43
Annual Payment 2	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	36	\$684.57	\$0.00	\$684.57
Annual Payment 2	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,281.89	\$0.00	\$2,281.89
Annual Payment 2	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	70	\$2,196.32	\$0.00	\$2,196.32
Annual Payment 2	73618	AXON COMMUNITY REQUEST	1725	\$213,542.38	\$0.00	\$213,542.38
Annual Payment 2	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	121	\$29,875.00	\$0.00	\$29,875.00
Annual Payment 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$1,301.82	\$0.00	\$1,301.82
Annual Payment 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	725	\$102,571.08	\$0.00	\$102,571.08
Annual Payment 2	BWCuwTAP	BWC Unlimited with TAP	1725	\$1,411,544.67	\$0.00	\$1,411,544.67
Annual Payment 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1450	\$1,433,679.01	\$0.00	\$1,433,679.01
Annual Payment 2	H00001	AB4 Camera Bundle	109	\$0.00	\$0.00	\$0.00
Annual Payment 2	IR1CA	Interview Room 1 Camera Standard	3	\$12,717.89	\$0.00	\$12,717.89
Annual Payment 2	IR2CA	Interview Room 2 Camera Standard	5	\$25,448.24	\$0.00	\$25,448.24
Annual Payment 2	IR2CA	Interview Room 2 Camera Standard	5	\$25,448.24	\$0.00	\$25,448.24
Annual Payment 2	ProLicense	Pro License Bundle	100	\$55,621.14	\$0.00	\$55,621.14
Annual Payment 2	T7Dock	T7 Dock	11	\$4,588.66	\$0.00	\$4,588.66
Total				\$3,974,173.62	\$0.00	\$3,974,173.62

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	1725	\$644,760.24	\$0.00	\$644,760.24
Annual Payment 3	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	104	\$3,263.11	\$0.00	\$3,263.11
Annual Payment 3	100396	AXON TASER 10 - MAGAZINE - INERT RED	90	\$2,823.84	\$0.00	\$2,823.84
Annual Payment 3	100401	AXON TASER 10 - CARTRIDGE - INERT	900	\$171.14	\$0.00	\$171.14
Annual Payment 3	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	5	\$1,140.95	\$0.00	\$1,140.95
Annual Payment 3	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	27	\$513.43	\$0.00	\$513.43
Annual Payment 3	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	36	\$684.57	\$0.00	\$684.57
Annual Payment 3	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,281.89	\$0.00	\$2,281.89
Annual Payment 3	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	70	\$2,196.32	\$0.00	\$2,196.32
Annual Payment 3	73618	AXON COMMUNITY REQUEST	1725	\$213,542.38	\$0.00	\$213,542.38
Annual Payment 3	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$1,301.82	\$0.00	\$1,301.82
Annual Payment 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	121	\$29,875.00	\$0.00	\$29,875.00
Annual Payment 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	725	\$102,571.08	\$0.00	\$102,571.08
Annual Payment 3	BWCuwTAP	BWC Unlimited with TAP	1725	\$1,411,544.67	\$0.00	\$1,411,544.67
Annual Payment 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1450	\$1,433,679.01	\$0.00	\$1,433,679.01
Annual Payment 3	H00001	AB4 Camera Bundle	109	\$0.00	\$0.00	\$0.00
Annual Payment 3	IR1CA	Interview Room 1 Camera Standard	3	\$12,717.89	\$0.00	\$12,717.89
Annual Payment 3	IR2CA	Interview Room 2 Camera Standard	5	\$25,448.24	\$0.00	\$25,448.24
Annual Payment 3	IR2CA	Interview Room 2 Camera Standard	5	\$25,448.24	\$0.00	\$25,448.24
Annual Payment 3	ProLicense	Pro License Bundle	100	\$55,621.14	\$0.00	\$55,621.14
Annual Payment 3	T7Dock	T7 Dock	11	\$4,588.66	\$0.00	\$4,588.66
Total				\$3,974,173.62	\$0.00	\$3,974,173.62

EXHIBIT A

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	1725	\$644,760.24	\$0.00	\$644,760.24
Annual Payment 4	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	104	\$3,263.11	\$0.00	\$3,263.11
Annual Payment 4	100396	AXON TASER 10 - MAGAZINE - INERT RED	90	\$2,823.84	\$0.00	\$2,823.84
Annual Payment 4	100401	AXON TASER 10 - CARTRIDGE - INERT	900	\$171.14	\$0.00	\$171.14
Annual Payment 4	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	5	\$1,140.95	\$0.00	\$1,140.95
Annual Payment 4	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	27	\$513.43	\$0.00	\$513.43
Annual Payment 4	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	36	\$684.57	\$0.00	\$684.57
Annual Payment 4	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,281.89	\$0.00	\$2,281.89
Annual Payment 4	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	70	\$2,196.32	\$0.00	\$2,196.32
Annual Payment 4	73618	AXON COMMUNITY REQUEST	1725	\$213,542.38	\$0.00	\$213,542.38
Annual Payment 4	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$1,301.82	\$0.00	\$1,301.82
Annual Payment 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	121	\$29,875.00	\$0.00	\$29,875.00
Annual Payment 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	725	\$102,571.08	\$0.00	\$102,571.08
Annual Payment 4	BWCuWtAP	BWC Unlimited with TAP	1725	\$1,411,544.67	\$0.00	\$1,411,544.67
Annual Payment 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1450	\$1,433,679.01	\$0.00	\$1,433,679.01
Annual Payment 4	H00001	AB4 Camera Bundle	109	\$0.00	\$0.00	\$0.00
Annual Payment 4	IR1CA	Interview Room 1 Camera Standard	3	\$12,717.89	\$0.00	\$12,717.89
Annual Payment 4	IR2CA	Interview Room 2 Camera Standard	5	\$25,448.24	\$0.00	\$25,448.24
Annual Payment 4	IR2CA	Interview Room 2 Camera Standard	5	\$25,448.24	\$0.00	\$25,448.24
Annual Payment 4	ProLicense	Pro License Bundle	100	\$55,621.14	\$0.00	\$55,621.14
Annual Payment 4	T7Dock	T7 Dock	11	\$4,588.66	\$0.00	\$4,588.66
Total				\$3,974,173.62	\$0.00	\$3,974,173.62

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	1725	\$644,760.23	\$0.00	\$644,760.23
Annual Payment 5	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	104	\$3,263.11	\$0.00	\$3,263.11
Annual Payment 5	100396	AXON TASER 10 - MAGAZINE - INERT RED	90	\$2,823.84	\$0.00	\$2,823.84
Annual Payment 5	100401	AXON TASER 10 - CARTRIDGE - INERT	900	\$171.14	\$0.00	\$171.14
Annual Payment 5	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	5	\$1,140.95	\$0.00	\$1,140.95
Annual Payment 5	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	27	\$513.43	\$0.00	\$513.43
Annual Payment 5	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	36	\$684.57	\$0.00	\$684.57
Annual Payment 5	101267	AXON VR - PSO - FULL INSTALLATION	1	\$2,281.89	\$0.00	\$2,281.89
Annual Payment 5	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	70	\$2,196.32	\$0.00	\$2,196.32
Annual Payment 5	73618	AXON COMMUNITY REQUEST	1725	\$213,542.38	\$0.00	\$213,542.38
Annual Payment 5	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	1	\$0.00	\$0.00	\$0.00
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	7	\$1,301.82	\$0.00	\$1,301.82
Annual Payment 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	121	\$29,875.00	\$0.00	\$29,875.00
Annual Payment 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	725	\$102,571.08	\$0.00	\$102,571.08
Annual Payment 5	BWCuWtAP	BWC Unlimited with TAP	1725	\$1,411,544.67	\$0.00	\$1,411,544.67
Annual Payment 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	1450	\$1,433,679.01	\$0.00	\$1,433,679.01
Annual Payment 5	H00001	AB4 Camera Bundle	109	\$0.00	\$0.00	\$0.00
Annual Payment 5	IR1CA	Interview Room 1 Camera Standard	3	\$12,717.90	\$0.00	\$12,717.90
Annual Payment 5	IR2CA	Interview Room 2 Camera Standard	5	\$25,448.24	\$0.00	\$25,448.24
Annual Payment 5	IR2CA	Interview Room 2 Camera Standard	5	\$25,448.24	\$0.00	\$25,448.24
Annual Payment 5	ProLicense	Pro License Bundle	100	\$55,621.14	\$0.00	\$55,621.14
Annual Payment 5	T7Dock	T7 Dock	11	\$4,588.66	\$0.00	\$4,588.66
Total				\$3,974,173.62	\$0.00	\$3,974,173.62

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 subject to and governed by the terms and conditions of the main Agreement to which this Exhibit is attached. The provisions set forth herein, including Axon's Master Services and Purchasing Agreement, attached hereto as Exhibit F, and the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchases (if applicable), shall apply only to the extent they do not conflict with the terms of the main Agreement.

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

EXHIBIT A

This rewrite does not include FUSUS, revised quote with FUSUS is pending rescoping from FUSUS team based on 2025 FUSUS changes.

Agency has existing contract(s) originated via Quote(s):

Q-267429

Q-450648

Q-390806

Q-146253

These quotes expire effective 12/14/2025. Agency is renewing these contracts effective 12/15/2025. Any change in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of (\$1,589,973.21) to the quote for paid but undelivered items.

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-309473

1/1/2025

INUS311518 \$2,940,035.00

Q-586188

7/31/2024

INUS269690 \$226,389.60

Pending Invoices:

Q-390806

3/15/2025 \$17,549.38

6/1/2025 \$216,000.00

Exceptions to Standard Terms and Conditions

The binding nature of this quote is contingent upon the execution of part 1 interview room and OSP 7 bridge quote Q-521732 and part 2 quote Q-657115, in conjunction with each other.

11/14/2025





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-521732-45975BR

Issued: 11/14/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 12/15/2025

Account Number: 108689

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Denver Police Department - CO 1331 Cherokee St Denver, CO 80204-2720 USA	Denver Police Department - CO PO Box 40098 Denver CO 80204-0098 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Rubke Phone: +1 4153149573 Email: brubke@axon.com Fax:	Alfonso Cervera Jr Phone: (720) 913-2000 Email: alfonso.cervera@denvergov.org Fax: (720) 913-7029

Quote Summary

Program Length	0.5484 Months
TOTAL COST	\$210,010.00
ESTIMATED TOTAL W/ TAX	\$210,010.00

Discount Summary

Average Savings Per Year	\$8,380.74
TOTAL SAVINGS	\$8,380.74

Payment Summary

Date	Subtotal	Tax	Total
Dec 2025	\$210,010.00	\$0.00	\$210,010.00
Total	\$210,010.00	\$0.00	\$210,010.00

EXHIBIT A

Quote Unbundled Price:	\$218,390.74
Quote List Price:	\$218,390.74
Quote Subtotal:	\$210,010.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Software									
20248	AXON TASER - EVIDENCE.COM LICENSE	1002	1		\$5.37	\$0.00	\$0.00	\$0.00	\$0.00
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1670	1		\$5.00	\$5.00	\$8,350.00	\$0.00	\$8,350.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	16680	1		\$0.75	\$0.75	\$12,510.00	\$0.00	\$12,510.00
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	2670	1		\$25.00	\$25.00	\$66,750.00	\$0.00	\$66,750.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	2670	1		\$45.00	\$45.00	\$120,150.00	\$0.00	\$120,150.00
ProLicense	Pro License Bundle	50	1		\$45.00	\$45.00	\$2,250.00	\$0.00	\$2,250.00
A la Carte Services									
20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	1000	1		\$3.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$210,010.00	\$0.00	\$210,010.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	150	12/15/2025	12/31/2025
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	50	12/15/2025	12/31/2025
A la Carte	20248	AXON TASER - EVIDENCE.COM LICENSE	1002	12/15/2025	12/31/2025
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1670	12/15/2025	12/31/2025
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	16680	12/15/2025	12/31/2025
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	2670	12/15/2025	12/31/2025
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2670	12/15/2025	12/31/2025

Services

Bundle	Item	Description	QTY
A la Carte	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	1000

Shipping Locations

Location Number	Street	City	State	Zip	Country
	1331 Cherokee St	Denver	CO	80204-2720	USA

Payment Details

Dec 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Bridge Renewal	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	1000	\$0.00	\$0.00	\$0.00
Upfront Bridge Renewal	20248	AXON TASER - EVIDENCE.COM LICENSE	1002	\$0.00	\$0.00	\$0.00
Upfront Bridge Renewal	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	1670	\$8,350.00	\$0.00	\$8,350.00
Upfront Bridge Renewal	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	16680	\$12,510.00	\$0.00	\$12,510.00
Upfront Bridge Renewal	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	2670	\$66,750.00	\$0.00	\$66,750.00
Upfront Bridge Renewal	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2670	\$120,150.00	\$0.00	\$120,150.00
Upfront Bridge Renewal	ProLicense	Pro License Bundle	50	\$2,250.00	\$0.00	\$2,250.00
Total				\$210,010.00	\$0.00	\$210,010.00

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 subject to and governed by the terms and conditions of the main Agreement to which this Exhibit is attached. The provisions set forth herein, including Axon's Master Services and Purchasing Agreement, attached hereto as Exhibit F, and the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchases (if applicable), shall apply only to the extent they do not conflict with the terms of the main Agreement.

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

The binding nature of this quote is contingent upon the subsequent booking of quotes Q-657115 and Q-657438 in conjunction with this one.

11/14/2025





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-672333-45975BR

Issued: 11/14/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 01/01/2026

Account Number: 535849

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Denver Fire Dept- CO 745 W COLFAX AVE DENVER, CO 80204-2612 USA	Denver Fire Dept- CO 745 W COLFAX AVE DENVER CO 80204-2612 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ben Rubke Phone: +1 4153149573 Email: brubke@axon.com Fax:	Dale Jacobsen Phone: 7209133445 Email: dale.jacobsen@denvergov.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$45,524.48
ESTIMATED TOTAL W/ TAX	\$45,524.48

Discount Summary

Average Savings Per Year	\$3,477.66
TOTAL SAVINGS	\$17,388.32

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	\$2,049.62	\$0.00	\$2,049.62
Jan 2027	\$10,237.90	\$0.00	\$10,237.90
Jan 2028	\$10,647.41	\$0.00	\$10,647.41
Jan 2029	\$11,073.31	\$0.00	\$11,073.31
Jan 2030	\$11,516.24	\$0.00	\$11,516.24
Total	\$45,524.48	\$0.00	\$45,524.48

EXHIBIT A

Quote Unbundled Price:	\$62,911.80
Quote List Price:	\$69,258.60
Quote Subtotal:	\$45,524.48

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									
100552	TRANSFER BALANCE - GOODS	1			\$1.00	(\$6,215.20)	(\$6,215.20)	\$0.00	(\$6,215.20)
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			\$1.00	(\$2,408.32)	(\$2,408.32)	\$0.00	(\$2,408.32)
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$46.39	\$62.52	\$20.08	\$1,204.80	\$0.00	\$1,204.80
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	60	\$8.77	\$10.48	\$6.90	\$1,656.00	\$0.00	\$1,656.00
BWCamTAP	Body Worn Camera TAP Bundle	12	60	\$27.43	\$33.80	\$18.82	\$13,550.40	\$0.00	\$13,550.40
BWCamTAP	Body Worn Camera TAP Bundle	1	60	\$27.43	\$33.80	\$18.82	\$1,129.20	\$0.00	\$1,129.20
A la Carte Hardware									
AB3C	AB3 Camera Bundle	1			\$829.00	\$829.00	\$829.00	\$0.00	\$829.00
A la Carte Software									
73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	60		\$27.12	\$27.12	\$21,153.60	\$0.00	\$21,153.60
ProLicense	Pro License Bundle	1	60		\$48.82	\$48.75	\$2,925.00	\$0.00	\$2,925.00
BasicLicense	Basic License Bundle	12	60		\$16.27	\$16.25	\$11,700.00	\$0.00	\$11,700.00
Total							\$45,524.48	\$0.00	\$45,524.48

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	2	1	12/01/2025
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	1	1	12/01/2025
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	2	1	12/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	06/01/2028
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	4	1	06/01/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	12	1	06/01/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	1	1	06/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	12	01/01/2026	12/31/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	12	01/01/2026	12/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	01/01/2026	12/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	01/01/2026	12/31/2030
A la Carte	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	01/01/2026	12/31/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	01/01/2026	12/31/2030
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	4	01/01/2026	12/31/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	12	01/01/2026	12/31/2030
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	1	01/01/2026	12/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	745 W COLFAX AVE	DENVER	CO	80204-2612	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
BWC Hardware	AB3C	AB3 Camera Bundle	1	\$829.00	\$0.00	\$829.00
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	(\$6,215.20)	\$0.00	(\$6,215.20)
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	(\$2,408.32)	\$0.00	(\$2,408.32)
Year 1	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	\$3,905.54	\$0.00	\$3,905.54
Year 1	BasicLicense	Basic License Bundle	12	\$2,160.14	\$0.00	\$2,160.14
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$222.44	\$0.00	\$222.44
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$305.74	\$0.00	\$305.74
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,501.77	\$0.00	\$2,501.77
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	1	\$208.48	\$0.00	\$208.48
Year 1	ProLicense	Pro License Bundle	1	\$540.03	\$0.00	\$540.03
Invoice Upon Fulfillment	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$0.00	\$0.00	\$0.00
Total				\$2,049.62	\$0.00	\$2,049.62

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	\$4,061.75	\$0.00	\$4,061.75
Year 2	BasicLicense	Basic License Bundle	12	\$2,246.54	\$0.00	\$2,246.54
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$231.33	\$0.00	\$231.33
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$317.97	\$0.00	\$317.97
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	1	\$216.83	\$0.00	\$216.83
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,601.84	\$0.00	\$2,601.84
Year 2	ProLicense	Pro License Bundle	1	\$561.64	\$0.00	\$561.64
Total				\$10,237.90	\$0.00	\$10,237.90

Jan 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	\$4,224.23	\$0.00	\$4,224.23
Year 3	BasicLicense	Basic License Bundle	12	\$2,336.40	\$0.00	\$2,336.40
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$240.58	\$0.00	\$240.58
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$330.69	\$0.00	\$330.69
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,705.92	\$0.00	\$2,705.92
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	1	\$225.49	\$0.00	\$225.49
Year 3	ProLicense	Pro License Bundle	1	\$584.10	\$0.00	\$584.10
Total				\$10,647.41	\$0.00	\$10,647.41

Jan 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	\$4,393.18	\$0.00	\$4,393.18

EXHIBIT A

Jan 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BasicLicense	Basic License Bundle	12	\$2,429.86	\$0.00	\$2,429.86
Year 4	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$250.21	\$0.00	\$250.21
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$343.92	\$0.00	\$343.92
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	1	\$234.52	\$0.00	\$234.52
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,814.15	\$0.00	\$2,814.15
Year 4	ProLicense	Pro License Bundle	1	\$607.47	\$0.00	\$607.47
Total				\$11,073.31	\$0.00	\$11,073.31

Jan 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	13	\$4,568.91	\$0.00	\$4,568.91
Year 5	BasicLicense	Basic License Bundle	12	\$2,527.06	\$0.00	\$2,527.06
Year 5	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$260.22	\$0.00	\$260.22
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	4	\$357.68	\$0.00	\$357.68
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	1	\$243.89	\$0.00	\$243.89
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	12	\$2,926.72	\$0.00	\$2,926.72
Year 5	ProLicense	Pro License Bundle	1	\$631.76	\$0.00	\$631.76
Total				\$11,516.24	\$0.00	\$11,516.24

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 subject to and governed by the terms and conditions of the main Agreement to which this Exhibit is attached. The provisions set forth herein, including Axon's Master Services and Purchasing Agreement, attached hereto as Exhibit F, and the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchases (if applicable), shall apply only to the extent they do not conflict with the terms of the main Agreement.

ACEIP:

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

Acceptance of Terms:

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

Exceptions to Standard Terms and Conditions

Q-431777, Q-494635, Q-505986, Q-508294,

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

The parties agree that Axon is applying a Transfer Balance of -\$8,623.52

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

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Pending Billing - Q-505986 - 5/1/2023 - \$916.00

11/14/2025



EXHIBIT B**CERTIFICATE OF LIABILITY INSURANCE**DATE(MM/DD/YYYY)
08/12/2025

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C. No. Ext): 8662837122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: National Casualty Company	11991
	INSURER B: Scottsdale Ins Company	41297
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570114905955 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> see Prod Liab info att'd GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: Xc1 Prod/Comp Ops	Y	Y	NGO0001949 SIR applies per policy terms & conditions	08/08/2025	08/01/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG Excluded
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	NGO0001948	08/08/2025	08/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000	Y	Y	UNS0000106	08/08/2025	08/01/2026	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	WCC600103A	08/08/2025	08/08/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

Certificate Holder is included as Additional Insured in accordance with the policy provisions of the Automobile Liability, Excess Liability and General Liability policies. Automobile Liability, Excess Liability and General Liability policies evidenced herein is Primary to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Automobile Liability, Excess Liability and General Liability policies evidenced herein is Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Automobile Liability, Excess Liability, General Liability and Workers Compensation policies.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver 201 W. Colfax Ave. Denver CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Holder Identifier :

570114905955

Certificate No :





ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY		NAMED INSURED	
Aon Risk Insurance Services West, Inc.		Axon Enterprise, Inc.	
POLICY NUMBER			
See Certificate Number: 570114905955			
CARRIER	NAIC CODE	EFFECTIVE DATE:	
See Certificate Number: 570114905955			

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Products Liability Schedule

Products/Completed Operations Coverage
8/8/2025-8/1/2026:

Policy #034064091
Lexington Insurance Company
Claims Made Coverage Form - Products Liability
\$15,000,000 Each Occurrence Limit
\$15,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention

Policy #034064092
Lexington Insurance Company
Occurrence Coverage Form - Products Liability
\$15,000,000 Each Occurrence Limit
\$15,000,000 Products/Completed Operations Aggregate Limit
\$ 5,000,000 Per Occurrence Self Insured Retention



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
08/05/2025

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Phoenix AZ Office 4300 East Camelback Rd. Suite 460 Phoenix AZ 85018 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AIG Specialty Insurance Company NAIC # 26883	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570114821017 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	E&O - Technology			023593127 Cyber/Tech E&O SIR applies per policy terms & conditions	08/01/2025	08/01/2026	Security/Privacy Li Policy Limit SIR \$5,000,000 \$5,000,000 \$1,000,000

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

RE: Body Cameras, Accessories, Equipment. The City and County of Denver, its elected, appointed officials, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the Cyber Liability Policy. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Cyber Liability policy.

CERTIFICATE HOLDER

CANCELLATION

City & County of Denver Manager of Safety, 1331 Cherokee Street, Room 302 Denver CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Insurance Services West Inc.</i>

Certificate No : 570114821017

EXHIBIT C, INFORMATION TECHNOLOGY PROVISIONS

This Exhibit regarding Information Technology Provisions (this “Exhibit”) is a material part of the Agreement between the Parties to which this Exhibit is attached. In addition to the requirements of the main body of this Agreement, the Contractor shall protect the City’s information technology resources and City Data in accordance with this Exhibit. All provisions of this Exhibit that refer to the Contractor shall apply equally to any Subcontractor performing work in connection with this Agreement. Unless the context clearly requires a distinction between the Agreement and this Exhibit, all references to “Agreement” shall include this Exhibit.

1. TECHNOLOGY SERVICES SPECIFICATIONS

1.1. User ID Credentials: Internal corporate or customer (tenant) user account credentials shall be restricted, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures, as follows:

- 1.1.1.** Identity trust verification and service-to-service application (API) and information processing interoperability (e.g., SSO and Federation);
- 1.1.2.** Account credential lifecycle management from instantiation through revocation;
- 1.1.3.** Account credential and/or identity store minimization or re-use when feasible; and
- 1.1.4.** Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expire able, non-shared authentication secrets).

1.2. Identity Management: The City’s Identity and Access Management (“IdM”) system is an integrated infrastructure solution that enables many of the City’s services and online resources to operate more efficiently, effectively, and securely. All new and proposed applications must utilize the authentication and authorization functions and components of IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions regardless of where the application is hosted.

1.3. Supported Releases: The Contractor shall maintain the currency of all third-party software used in the development and execution or use of the Work with third-party vendor approved and supported releases, including, but not limited to, all code libraries, frameworks, components, and other products (e.g., Java JRE, code signing certificates, .NET, jQuery plugins, etc.), whether commercial, free, open-source, or closed-source. This includes any of the Contractor’s controlled systems running on the City’s network, including, but not limited to, any application, firewall, or other type of physical or virtual appliances.

1.4. Updates & Upgrades: During the Term of this Agreement, the Contractor shall make available to the City with copies of all new versions, updates, and upgrades of the On-Premise Software (collectively, “Upgrades”), without additional charge, promptly after commercial release. Upon delivery to the City, Upgrades will become part of the On-Premise Software and will be subject to the license and other terms of this Agreement applicable to such On-Premise Software. In addition, the Contractor shall ensure that SaaS receives all updates and upgrades the Contractor provides to its customers generally.

- 1.5. Compatibility with Third-Party Software:** The Contractor acknowledges and agrees that the Work must integrate and operate compatibly with various third-party software products. The Contractor shall actively monitor and stay current on new version releases, updates, and changes made to any such third-party software that interfaces or integrates with the Contractor's Work. The Contractor shall ensure that its own products remain fully compatible with the most recent generally available versions of these third-party software components. Within ninety (90) days of the commercial release of a new generally available version of any interfacing third-party software, the Contractor shall complete all necessary testing, coding, and product updates to certify compatibility with the new version..
- 1.6. Adjustment of Licenses:** The City may, at each anniversary date of this Agreement, increase or decrease the number of licenses it has purchased under this Agreement by giving written notice to the Contractor at least thirty (30) days prior to the anniversary date. The Contractor shall adjust the invoice for the next billing period based on the unit price per license specified in this Agreement. The City shall not reduce the number of licenses below the minimum quantity required under this Agreement.
- 1.7. Timing of Fees and Subscriptions:** Notwithstanding any provision to the contrary: (i) no fees for maintenance of On-Premise Software or SaaS, including without limitation for Upgrades, will accrue before Go-Live (as defined below); and (ii) no period before Go-Live will be counted against the time covered by any maintenance period. In addition, no fees for use of SaaS will accrue before Go-Live, and no period before Go-Live will be counted against the time covered by any SaaS subscription fees. "Go-Live" refers to the effective date of the Agreement.
- 1.8. Performance Outside of the United States:** The Contractor shall request written approval from the City to perform, or subcontract to perform, Services outside the United States. The City may approve or deny such request within the City's sole discretion. Any notice or term in any Exhibit provided to the City by the Contractor regarding performance outside the United States shall be deemed ineffective and void if the City has not granted prior written approval for such performance. This prohibition shall also apply to using, processing, transmitting, or maintaining City Data outside of the United States. Notwithstanding anything to the contrary contained in the Agreement, the City shall have no responsibility or obligation to comply with foreign data protection laws or policies, including, but not limited to, the General Data Protection Regulation of the European Union.

2. SECURITY AUDITS

- 2.1. Performance of Security Audits:** Prior to the Effective Date of this Agreement, the Contractor, will at its expense conduct or have conducted the following, and thereafter, the Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual suspected Security Breach: (i) a SSAE 18/SOC 2 Type 2 or other mutually agreed upon audit of the Contractor's security policies, procedures and controls; (ii) a quarterly external and internal vulnerability scan of the Contractor's systems and facilities, to include public facing websites, that are used in any way to deliver Services under this Agreement. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high; and

(iii) a formal penetration test performed by qualified personnel or third-party firm of the Contractor's systems and facilities that are used in any way to deliver Work under this Agreement. The Contractor will provide the City the executive summary results of the above audits upon written request. In addition, the Contractor shall reasonably comply with the City's annual risk assessment and the results thereof.

2.2. Security Audit Results: The Contractor will provide the City the executive summary reports or other documentation resulting from the above audits, certifications, scans, and tests upon written request. The report must include the vulnerability, age, and remediation plan for all issues identified as critical or high. Based on the results and recommendations of the above audits, the Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures to meet its obligations under this Agreement and provide the City with written evidence of remediation upon written request.

3. DATA MANAGEMENT AND SECURITY

3.1. Compliance with Data Protection Laws and Policies: In addition to the compliance obligations imposed by this Agreement, the Contractor shall comply with all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any specifically incorporated industry standards or guidelines, as applicable to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

3.2. Data Ownership: Unless otherwise required by law, the City has exclusive ownership of all City Data under this Agreement, and the Contractor shall have no right, title, or interest in City Data. The Parties recognize and agree that the Contractor is a bailee for hire with respect to City Data. The Contractor's use and possession of City Data is solely on the City's behalf, and the Contractor shall only use City Data solely for the purpose of performing its obligations hereunder and shall not use City Data in the development of machine learning and artificial intelligence models for any purpose without the City's written consent. The City retains the right to access and retrieve City Data stored on the Contractor's infrastructure at any time during the Term. All City Data created and/or processed by the Work, if any, is and shall remain the property of the City and shall in no way become attached to the Work. This Agreement does not give a Party any rights, implied or otherwise, to the other's data, content, or intellectual property, except as expressly stated in this Agreement.

3.3. Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the applicable law and regulation as they relate to the Contractor's performance hereunder to ensure the security and confidentiality of City Data. The Contractor shall protect against threats or hazards to the security or integrity of City Data; protect against unauthorized disclosure, access to, or use of data; restrict access to data as necessary; and ensure the proper and legal use of data. The Contractor shall provide the City with access to tenant audit logs, subject

to the Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of City Data and evaluating security control effectiveness. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City.

- 3.4. **Response to Legal Orders for City Data:** If the Contractor is required by a court of competent jurisdiction or administrative body to disclose City Data, the Contractor shall first notify the City and, prior to any disclosure, cooperate with the City's reasonable requests in connection with the City's right to intervene, quash, or modify the legal order, demand, or request, and upon request, provide the City with a copy of its response. Upon notice, the City will promptly coordinate with the Contractor regarding the preservation and disposition of any City Data and records relevant to any current or anticipated litigation. If the City receives a subpoena, legal order, or other legal demand seeking data maintained by the Contractor, the City will promptly provide a copy to the Contractor. Upon notice and if required by law, the Contractor shall promptly provide the City with copies of its data required for the City to meet its necessary disclosure obligations.
- 3.5. **Mandatory Disclosures:** In addition to the requirements set forth herein, the Contractor shall provide the City with a copy of any disclosure the Contractor is required to file with any regulatory body as a result of a Security Breach or other incident that requires the Contractor to make such a disclosure, including but not limited to, required disclosures mandated by the Securities and Exchange Commission. If the contents of any such disclosure is protected by law, the Contractor shall instead provide the City with prompt notice that it was required to make such a disclosure along with the name of the regulatory body requiring the Contractor to make such a disclosure.
- 3.6. **Data Retention, Transfer, Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies as necessary to meet its obligations hereunder. All City Data shall be encrypted in transmission, including by web interface, and in storage by an agreed upon National Institute of Standards and Technology ("NIST") approved strong encryption method and standard. Upon the expiration or termination of this Agreement, the Contractor shall make available the ability to retrieve all City Data provided by the City to the Contractor, and the copies thereof, to the City or destroy all such City Data and certify to the City that it has done so; however, this requirement shall not apply to the extent the Contractor is required by law to retain copies of certain City Data. The Contractor shall not interrupt or obstruct the City's ability to access and retrieve City Data stored by the Contractor. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain City Data by shredding, erasing, or otherwise modifying the City Data in the paper or electronic documents to make it unreadable or indecipherable. The Contractor's obligations set forth in this Subsection, without limitation, apply likewise to the Contractor's successors, including without limitation any trustee in bankruptcy.
- 3.7. **Software and Computing Systems:** The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing

restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, and enhancements or updates consistent with evolving industry standards. The Contractor shall use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to, anti-virus and anti-malware protections. The Contractor shall ensure that any underlying or integrated software employed under this Agreement is updated on a regular basis and does not pose a known security threat. The Contractor shall monitor for security vulnerabilities in applicable software components and use a risk-based approach to mitigate any vulnerabilities.

- 3.8. Background Checks:** The Contractor shall ensure that, prior to being granted access to City Data, the Contractor's agents, employees, Subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and applicable law, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data. If the Contractor has access to federal tax information ("FTI") under this Agreement, the Contractor shall comply with the background check requirements of IRS Publication 1075.
- 3.9. Subcontractors:** If the Contractor engages a Subcontractor under this Agreement, the Contractor shall ensure its Subcontractors are subject to data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the Work provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its Subcontractor's compliance with the obligations of this Agreement and for any of its Subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its Subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, policies. The Contractor shall ensure all Subcontractors sign, or have signed, agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force so long as the Subcontractor has access to any data disclosed under this Agreement. Upon request, the Contractor shall provide copies of those signed nondisclosure agreements to the City.
- 3.10. Request for Additional Protections and Survival:** In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain City Data to ensure compliance with applicable law and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take

steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the City Data remains confidential or protected.

4. DISASTER RECOVERY AND CONTINUITY

- 4.1. The Contractor shall maintain a continuous and uninterrupted business continuity and disaster recovery program with respect to the Work provided under this Agreement. The program shall be designed, in the event of a significant business disruption affecting the Contractor, to provide the necessary and sufficient capabilities, processes, and procedures to enable the Contractor to resume and continue to perform its duties and obligations under this Agreement without undue delay or disruption. In the event of equipment failures, the Contractor shall, at no additional expense to the City, take reasonable steps to minimize service interruptions, including using any back-up facilities where appropriate. Upon request, the Contractor shall provide the City with a copy of its disaster recovery plan and procedures.
- 4.2. Prior to the Effective Date of this Agreement, the Contractor shall, at its own expense, conduct or have conducted the following, and thereafter, the Contractor will, at its own expense, conduct or have conducted the following at least once per year:
 - 4.2.1. A test of the operability, sufficiency, and completeness of business continuity and disaster recovery program's capabilities, processes, and procedures that are necessary to resume and continue to perform its duties and obligations under this Agreement.
 - 4.2.2. Based upon the results and subsequent recommendations of the testing above, the Contractor will, within thirty (30) calendar days of receipt of such results and recommendations, promptly modify its capabilities, processes, and procedures to meet its obligations under this Agreement and provide City with written evidence of remediation.
- 4.3. The Contractor represents that it is capable, willing, and able to provide the necessary and sufficient business continuity and disaster recovery capabilities and functions that are appropriate for it to provide services under this Agreement.

5. DELIVERY AND ACCEPTANCE

- 5.1. **Acceptance & Rejection**: Deliverables will be considered accepted ("Acceptance") only when the City provides the Contractor affirmative written notice of acceptance that such Deliverable has been accepted by the City. Such communication shall be provided within a reasonable time from the delivery of the Deliverable and shall not be unreasonably delayed or withheld. Acceptance by the City shall be final, except in cases of Contractor's failure to conduct proper quality assurance, latent defects that could not reasonably have been detected upon delivery, or the Contractor's gross negligence or willful misconduct. The City may reject a Deliverable if it materially deviates from its specifications and requirements listed in this Agreement or its

Exhibits by written notice setting forth the nature of such deviation. In the event of such rejection, the Contractor shall correct the deviation, at its sole expense, and redeliver the Deliverable within fifteen (15) days. After redelivery, the Parties shall again follow the acceptance procedures set forth herein. If any Deliverable does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. If the City ultimately rejects a Deliverable, or repudiates acceptance of it, the Contractor will refund to the City all fees paid, if any, by the City with respect to any rejected Deliverable. Acceptance shall not relieve the Contractor from its responsibility under any representation or warranty contained in this Agreement, and payment of an invoice prior to Acceptance does not grant a waiver of any representation or warranty made by the Contractor. Any goods which are not rejected as defective or non-functional within ten (10) days of delivery shall be deemed accepted

- 5.2. Quality Assurance:** The Contractor shall provide and maintain a quality assurance system acceptable to the City for Deliverables under this Agreement and shall provide to the City only such Deliverables that have been inspected and found to conform to the specifications identified in this Agreement and any applicable solicitation, bid, offer, or proposal from which this Agreement results. The Contractor's delivery of any Deliverables to the City shall constitute certification that any Deliverables have been determined to conform to the applicable specifications, and the Contractor shall make records of such quality assurance available to the City upon request.

6. WARRANTIES AND REPRESENTATIONS

- 6.1.** Notwithstanding the acceptance of any Work, or the payment of any invoice for such Work, the Contractor warrants that any Work provided by the Contractor under this Agreement shall be free from material defects and shall function as intended and in material accordance with the applicable Specifications. The Contractor warrants that any Work, and any media used to distribute it, shall be, at the time of delivery, free from any harmful or malicious code, including without limitation viruses, malware, spyware, ransomware, or other similar function or technological means designed to disrupt, interfere with, or damage the normal operation of the Work and the use of City resources and systems. The Contractor's warranties under this Section shall apply to any defects or material nonconformities discovered within 180 days following delivery of any Work. Any Work delivered to the City as a remedy under this Section shall be subject to the same quality assurance, acceptance, and warranty requirements as the original Work. The duration of the warranty for any replacement or corrected Work shall run from the date of the corrected or replacement Work.
- 6.2. Customization Services:** The Contractor warrants that it will perform all customization services, if any, in a professional and workmanlike manner. In case of breach of the warranty of the preceding sentence, the Contractor, at its own expense, shall promptly re-perform the customization services in question or provide a full refund for all nonconforming customization services.
- 6.3. Third-Party Warranties and Indemnities:** The Contractor will assign to the City all third-party warranties and indemnities that the Contractor receives in connection with any Work or

Deliverables provided to the City. To the extent that the Contractor is not permitted to assign any warranties or indemnities through to the City, the Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of the City to the extent the Contractor is permitted to do so under the terms of the applicable third-party agreements.

6.4. Intellectual Property Rights in the Software: The Contractor warrants that it is the owner of all Deliverables, and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the intellectual property rights to the Deliverables in this Agreement without the further consent of any third party and without conditions or requirements not set forth in this Agreement. In the event of a breach of the warranty in this Section, the Contractor, at its own expense, shall promptly take the following actions: (i) secure for the City the right to continue using the Deliverable as intended; (ii) replace or modify the Deliverable to make it non-infringing, provided such modification or replacement will not materially degrade any functionality as stated in this Agreement; or (iii) refund 100% of the fee paid for the Deliverable for every month remaining in the Term, in which case the Contractor may terminate any or all of the City's licenses to the infringing Deliverable granted in this Agreement and require return or destruction of copies thereof. The Contractor also warrants that there are no pending or threatened lawsuits, claims, disputes, or actions: (i) alleging that any of the Work or Deliverables infringes, violates, or misappropriates any third-party rights; or (ii) adversely affecting any Deliverables or Services, or the Contractor's ability to perform its obligations hereunder.

6.5. Disabling Code: The Work will contain no malicious or disabling code that is intended to damage, destroy, or destructively alter software, hardware, systems, or data. The Contractor represents, warrants and agrees that the City will not receive from the Contractor any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, or other malicious, illicit or similar unrequested code, including surveillance software or routines which may, or is designed to, permit access by any person, or on its own, to erase, or otherwise harm or modify any City system, resources, or data (a "Disabling Code"). In the event a Disabling Code is identified, the Contractor shall take all steps necessary, at no additional cost to the City, to: (i) restore and/or reconstruct all data lost by the City as a result of a Disabling Code; (ii) furnish to City a corrected version of the Work or Deliverables without the presence of a Disabling Code; and, (iii) as needed, re-implement the Work or Deliverable at no additional cost to the City. This warranty shall remain in full force and effect during the Term.

7. LICENSE OR USE AUDIT RIGHTS

7.1. To the extent that the Contractor, through this Agreement or otherwise as related to the subject matter of this Agreement, has granted to the City any license or otherwise limited permission to use any of the Contractor's intellectual property, the terms of this Section shall apply.

7.2. The Contractor shall have the right, at any time during and throughout the Term, but not more than once per year, to request via written notice in accordance with the notice provisions of this Agreement that the City audit its use of and certify as to its compliance with any applicable license or use restrictions and limitations contained in this Agreement (an "Audit Request"). The Audit

Request shall specify the period to be covered by the audit, which shall not include any time covered by a previous audit. The City shall complete the audit and provide certification of its compliance to the Contractor (“Audit Certification”) within a reasonable amount of time following the City’s receipt of the Audit Request.

- 7.3.** If upon receipt of the City’s Audit Certification, the Parties reasonably determine that: (i) the City’s use of licenses, use of software, use of programs, or any other use during the audit period exceeded the use restrictions and limitations contained in this Agreement (“Overuse”), and (ii) the City would have been or is then required to purchase additional maintenance and/or services (“Maintenance”), the Contractor shall provide written notice to the City in accordance with the notice provisions of this Agreement identifying any Overuse or required Maintenance and request that the City bring its use into compliance with such use restrictions and limitations.

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EXHIBIT D, PII CERTIFICATION

City and County of Denver

Third Party **Individual** Certification for Access to PII Through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

Signature: _____

Printed Name: _____

Date: _____

EXHIBIT D, PII CERTIFICATION

City and County of Denver

Third-Party **Entity / Organization** Certification for Access to PII Through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT E, FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI’s information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date


Organization and Title of Contractor Representative


**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Charles Fehrman <hr/> Printed Name/Signature of Contractor Employee	Signed by:  8774DEA8AD2943E...	2/19/2025 10:23 AM MST <hr/> Date
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Benjamin Hagen <hr/> Printed Name/Signature of Contractor Representative		2/19/2025 10:23 AM MST <hr/> Date
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Axon Enterprise, Inc. / CISO

Organization and Title of Contractor Representative



Exhibit F, Master Services and Purchasing Agreement

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

1. **Definitions.**

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

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

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

5. **Warranty.**

- 5.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 5.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 5.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.



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- 5.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 5.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 5.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
 - 5.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 5.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 5.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 5.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
6. **Free Trial.**
 - 6.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
 - 6.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer



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the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

7. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
8. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
9. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
10. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
11. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
12. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.
13. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
 - 13.1. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
14. **General.**
 - 14.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
 - 14.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
 - 14.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
 - 14.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.



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- 14.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 14.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 14.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 14.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 14.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.



Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

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

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



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

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
 - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing



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and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
 - 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
 - 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
 - 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
14. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 14.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 14.2. 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;
 - 14.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 14.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 14.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 14.6. 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
 - 14.7. 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.
15. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
16. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in



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downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

17. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
18. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.



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 Customer 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, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer 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 Customer 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 Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer 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 Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer 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 Customer 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 Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer 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 could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

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.



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



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Professional Services Appendix

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

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

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

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

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

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

Post go-live review

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need



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- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

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

User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

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

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

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

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

Post go-live review

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

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

Archival of CEW Firing Logs

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



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Return of Old Weapons

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

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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



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Technology Assurance Plan Appendix

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

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



TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

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



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Trade-In Units and receive a trade-in credit.

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

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



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Axon Respond Appendix

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

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



Axon Virtual Reality Content Terms of Use Appendix

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

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



Axon Application Programming Interface Appendix

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

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

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

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



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



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Axon Investigate Appendix

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

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



Master Services and Purchasing Agreement

Axon Event Offer Appendix

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

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