

## A G R E E M E N T

**THIS AGREEMENT** (“Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **TASER INTERNATIONAL, INC.**, a Arizona corporation, registered to do business in Colorado, whose address is 17800 North 85<sup>th</sup> Street, Scottsdale, AZ 85255 (“Contractor”), jointly “the parties.”

### R E C I T A L S

**WHEREAS**, the City and County of Denver issued a Request For Proposal and Contractor was awarded the contract from the solicitation and agrees to provide ‘cloud’ based data storage and retrieval services, body cameras and associated products and professional services for the support of the products and cloud services.

IT is hereby agreed between the parties as follows:

1. **DEFINITIONS.** Whenever used herein, any schedules, exhibits, or addenda to this Agreement, the following terms shall have the meanings assigned below. Other capitalized terms used in this Agreement are defined in the context in which they are used.
  - 1.1 **“Agreement”** means this Cloud Computing Services Agreement between City and Contractor, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference between the City and Contractor, Contract Number 201522654.
  - 1.2 **“Brand Features”** means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
  - 1.3 **“Confidential Information”** means any Data that a disclosing party treats (1) in a confidential manner and that is (2) marked “Confidential Information” or is considered “Protected Information” prior to disclosure to the other party. Confidential Information does not include information which: (a) is public or becomes public through no breach of the confidentiality obligations herein; (b) is disclosed by the party that has received Confidential Information (the "Receiving Party") with the prior written approval of the other party; (c) was known by the Receiving Party at the time of disclosure; (d) was developed independently by the Receiving Party without use of the Confidential Information; (e) becomes known to the Receiving Party from a source other than the disclosing party through lawful means; (f) is disclosed by the disclosing party to others without confidentiality obligations; or (g) is required by law to be disclosed.
  - 1.4 **“Data”** means all information, whether in oral or written (including electronic) form, created by or in any way originating with City and End Users, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating

with City and End Users, in the course of using and configuring the Services provided under this Agreement, and includes City Data, End User Data, and Protected Information.

- 1.5 **"Data Compromise"** means any actual or reasonably suspected unauthorized access to or acquisition of computerized Data that compromises the security, confidentiality, or integrity of the Data, or the ability of City to access the Data.
- 1.6 **"Documentation"** means, collectively: (a) all materials published or otherwise made available to City by Contractor that relate to the functional, operational and/or performance capabilities of the Services; (b) all user, operator, system administration, technical, support and other manuals and all other materials published or otherwise made available by Contractor that describe the functional, operational and/or performance capabilities of the Services; (c) any Requests for Information and/or Requests for Proposals (or documents of similar effect) issued by City, and the responses thereto from Contractor, and any document which purports to update or revise any of the foregoing; and (d) the results of any Contractor "Use Cases Presentation", "Proof of Concept" or similar type presentations or tests provided by Contractor to City.
- 1.7 **"Downtime"** means any period of time of any duration that the Services are not made available by Contractor to City for any reason, including scheduled maintenance or Enhancements.
- 1.8 **"End User"** means the individuals (including, but not limited to employees, authorized agents, students and volunteers of City; Third Party consultants, auditors and other independent contractors performing services for City; any governmental, accrediting or regulatory bodies lawfully requesting or requiring access to any Services; customers of City provided services; and any external users collaborating with City) authorized by City to access and use the Services provided by Contractor under this Agreement.
- 1.9 **"End User Data"** includes End User account credentials and information, and all records sent, received, or created by or for End Users, including email content, headers, and attachments, and any Protected Information of any End User or Third Party contained therein or in any logs or other records of Contractor reflecting End User's use of Contractor Services.
- 1.10 **"Enhancements"** means any improvements, modifications, upgrades, updates, fixes, revisions and/or expansions to the Services that Contractor may develop or acquire and incorporate into its standard version of the Services or which the Contractor has elected to make generally available to its customers.
- 1.11 **"Intellectual Property Rights"** includes without limitation all right, title, and interest in and to all (a) Patent and all filed, pending, or potential applications for Patent, including any reissue, reexamination, division, continuation, or continuation-in-part applications throughout the world now or hereafter filed; (b)

trade secret rights and equivalent rights arising under the common law, state law, and federal law; (c) copyrights, other literary property or authors rights, whether or not protected by copyright or as a mask work, under common law, state law, and federal law; and (d) proprietary indicia, trademarks, trade names, symbols, logos, and/or brand names under common law, state law, and federal law.

- 1.12 "**Protected Information**" includes but is not limited to personally-identifiable information, student records, protected health information, criminal justice information or individual financial information (collectively, "Protected Information") that is subject to local, state or federal statute, regulatory oversight or industry standard restricting the use and disclosure of such information. These include, but are not limited to: the Colorado Constitution, the Colorado Consumer Protection Act, the Children's Online Privacy Protection Act (COPPA), Health Insurance Portability and Accountability Act (HIPAA), the Family Education Rights and Privacy Act (FERPA), the Payment Card Industry Data Security Standard (PCI DSS), and the Federal Bureau of Information Criminal Justice Information Services (CJIS) Security Policy.
- 1.13 "**Project Manager**" means the individual who shall serve as each party's point of contact with the other party's personnel as provided in this Agreement. The initial Project Managers and their contact information are set forth in the Notices section below and may be changed by a party at any time upon written notice to the other party.
- 1.14 "**RFP Response**" means any proposal submitted by Contractor to City in response to City's Request for Proposal ("RFP").
- 1.15 "**Services**" means Contractor's computing and storage solutions referred to in Exhibit A as Evidence.com Services, provided to City pursuant to this Agreement, that provide the functionality and/or produce the results described in the Documentation and Exhibits, including without limitation all Enhancements thereto and all interfaces.
- 1.16 "**Third Party**" means persons, corporations and entities other than Contractor, City or any of their employees, contractors or agents.
- 1.17 "**City Data**" includes credentials issued to City by Contractor and all records relating to City's use of Contractor Services and administration of End User accounts, including any Protected Information of City personnel that does not otherwise constitute Protected Information of an End User.

## **2. RIGHTS AND LICENSE IN AND TO DATA**

- 2.1 The parties agree that as between them, all rights, including all Intellectual Property Rights, in and to Data shall remain the exclusive property of City, and Contractor has a limited, nonexclusive license to access and use these Data as

provided in this Agreement solely for the purpose of performing its obligations hereunder.

- 2.2 All End User Data and City Data created and/or processed by the Services is and shall remain the property of City and shall in no way become attached to the Services, nor shall Contractor have any rights in or to the Data of City.
- 2.3 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 the Agreement.
- 2.4 City retains the right to use the Services to access and retrieve Data stored on Contractor's Services infrastructure at any time at its sole discretion.

### **3. DATA PRIVACY**

- 3.1 Contractor will use City Data and End User Data only for the purpose of fulfilling its duties under this Agreement and for City's and its End User's sole benefit, and will not share such Data with or disclose it to any Third Party without the prior written consent of City or as otherwise required by law. By way of illustration and not of limitation, Contractor will not use such Data for Contractor's own benefit and, in particular, will not engage in "data mining" of Data or communications, whether through automated or human means, except as specifically and expressly required by law or authorized in writing by City.
- 3.2 Contractor will provide access to Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed 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 possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

### **4. DATA SECURITY AND INTEGRITY**

- 4.1 All facilities used to store and process Data will implement and maintain administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to provide the requested Service availability and to secure Data from unauthorized access, destruction, use, modification, or disclosure. Such measures include, but not limited to, the Telecommunications Industry Association (TIA) Telecommunications Infrastructure Standard for Data Centers (TIA-942); the Health Insurance Portability and Accountability Act (HIPAA); the Family Education Rights and Privacy Act (FERPA); the Payment Card Industry Data Security Standard; or the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy.

- 4.2 Contractor warrants that all City Data and End User Data will be encrypted in transmission (including via web interface) and in storage by a mutually agreed upon National Institute of Standards and Technology (NIST) approved strong encryption method and standard.
- 4.3 Contractor shall at all times use industry-standard and up-to-date security tools, technologies and procedures including, but not limited to anti-virus and anti-malware protections and intrusion detection and reporting in providing Services under this Agreement.
- 4.4 Prior to the Effective Date of this Agreement, Contractor will at its expense conduct or have conducted the following, and thereafter, Contractor will at its expense conduct or have conducted the following at least once per year, and immediately after any actual or reasonably suspected Data Compromise:
  - 4.4.1 A SSAE 16/SOC 2 or other mutually agreed upon audit of Contractor's security policies, procedures and controls;
  - 4.4.2 A vulnerability scan, performed by a City-approved Third Party scanner, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement;
  - 4.4.3 A formal penetration test, performed by a process and qualified personnel approved by City, of Contractor's systems and facilities that are used in any way to deliver Services under this Agreement.
- 4.5 Contractor will provide City the reports or other documentation resulting from the above audits, certifications, scans and tests within seven (7) business days of Contractor's receipt of such results.
- 4.6 Based on the results of the above audits, certifications, scans and tests, Contractor will, within thirty (30) calendar days of receipt of such results, promptly modify its security measures in order to meet its obligations under this Agreement, and provide City with written evidence of remediation.
- 4.7 City may require, at its expense, that Contractor perform additional audits and tests, the results of which will be provided to City within seven (7) business days of Contractor's receipt of such results.
- 4.8 Contractor shall protect Data against deterioration or degradation of Data quality and authenticity, including, but not limited to annual Third Party Data integrity audits. Contractor will provide City the results of the above audits, along with Contractor's

## **5. RESPONSE TO LEGAL ORDERS, DEMANDS OR REQUESTS FOR DATA**

- 5.1 Except as otherwise expressly prohibited by law, Contractor will:

- 5.1.1 If required by a court of competent jurisdiction or an administrative body to disclose Data, Contractor will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure;
  - 5.1.2 Consult with City regarding its response;
  - 5.1.3 Cooperate with City's reasonable requests in connection with efforts by City to intervene and quash or modify the legal order, demand or request; and
  - 5.1.4 Upon City's request, provide City with a copy of its response.
- 5.2 If City receives a subpoena, warrant, or other legal order, demand or request seeking Data maintained by Contractor, City will promptly provide a copy to Contractor. Contractor will supply City with copies of Data required for City to respond within forty-eight (48) hours after receipt of copy from City, and will cooperate with City's reasonable requests in connection with its response.

## **6. DATA COMPROMISE RESPONSE**

- 6.1 Contractor shall report, either orally or in writing, to City any Data Compromise involving Data, or circumstances that could have resulted in unauthorized access to or disclosure or use of Data, not authorized by this Agreement or in writing by City, including any reasonable belief that an unauthorized individual has accessed Data. Contractor shall make the report to City immediately upon discovery of the unauthorized disclosure, but in no event more than forty-eight (48) hours after Contractor reasonably believes there has been such unauthorized use or disclosure. Oral reports by Contractor regarding Data Compromises will be reduced to writing and supplied to City as soon as reasonably practicable, but in no event more than forty-eight (48) hours after oral report.
- 6.2 Immediately upon becoming aware of any such Data Compromise, Contractor shall fully investigate the circumstances, extent and causes of the Data Compromise, and report the results to City and continue to keep City informed on a daily basis of the progress of its investigation until the issue has been effectively resolved.
- 6.3 Contractor's report discussed herein shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure (if known), (iv) what Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.
- 6.4 Within five (5) calendar days of the date Contractor becomes aware of any such Data Compromise, Contractor shall have completed implementation of corrective actions to remedy the Data Compromise, restore City access to the Services as directed by City, and prevent further similar unauthorized use or disclosure.

- 6.5 Contractor, at its expense, shall cooperate fully with City's investigation of and response to any such Data Compromise incident.
- 6.6 Except as otherwise required by law, Contractor will not disclose or otherwise provide notice of the incident directly to any person, regulatory agencies, or other entities, without prior written permission from City.
- 6.7 Notwithstanding any other provision of this agreement, and in addition to any other remedies available to City under law or equity, Contractor will promptly reimburse City in full for all costs incurred by City in any investigation, remediation or litigation resulting from any such Data Compromise, including but not limited to providing notification to Third Parties whose Data were 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 Data Compromise in such a fashion that, in City's sole discretion, could lead to identity theft; and the payment of 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 Data Compromise.

## **7. DATA RETENTION AND DISPOSAL**

- 7.1 Contractor will retain Data in an End User's account, including attachments, until the End User deletes them or for the time period mutually agreed to by the parties in this Agreement.
- 7.2 Using appropriate and reliable storage media, Contractor will regularly backup Data and retain such backup copies.
- 7.3 At the City's election, Contractor will either securely destroy or transmit to City repository any backup copies of City and/or End User Data. Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used.
- 7.4 Contractor will retain logs associated with End User activity for a reasonable period of time, or as otherwise directed by City.
- 7.5 Contractor will immediately preserve the state of the Data at the time of the request and place a "hold" on Data destruction or disposal under its usual records retention policies of records that include Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City.

**8. DATA TRANSFER UPON TERMINATION OR EXPIRATION**

- 8.1 Upon termination or expiration of this Agreement, Contractor will ensure that all Data are securely transferred to City, or a Third Party designated by City, within thirty (30) calendar days. Contractor will ensure that such migration uses facilities and methods that are compatible with the relevant systems of City, and that City will have access to Data during the transition. In the event that it is not possible to transfer the aforementioned data to City in a format that does not require proprietary software to access the data, Contractor shall provide City with an unlimited use, perpetual license to any proprietary software necessary in order to gain access to the data.
- 8.2 Contractor will provide City with no less than ninety (90) calendar days notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. This includes immediate transfer of any previously escrowed assets and Data and providing City access to Contractor's facilities to remove and destroy City-owned assets and Data.
- 8.3 Along with the notice described above, Contractor will provide a fully documented service description and perform and document a gap analysis by examining any differences between its Services and those to be provided by its successor.
- 8.4 Contractor will provide a full inventory and configuration of servers, routers, other hardware, and software involved in service delivery along with supporting documentation, indicating which if any of these are owned by or dedicated to City.
- 8.5 Contractor shall implement its contingency and/or exit plans and take all necessary actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service and/or equipment, with minimal Downtime and effect on City, all such work to be coordinated and performed no less than ninety (90) calendar days in advance of the formal, final transition date.

**9. SERVICE LEVELS.** *See Attached Service Level Agreement.*

**10. INTERRUPTIONS IN SERVICE; SUSPENSION AND TERMINATION OF SERVICE; CHANGES TO SERVICE.** *See Attached Service Level Agreement.*

**11. INSTITUTIONAL BRANDING.** Contractor Services will provide reasonable and appropriate opportunities for City branding of Contractor Services. Each party shall have the right to use the other party's Brand Features only in connection with performing the functions provided in this Agreement and as specified in the attached Plan. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in and to those features. Contractor may not advertise that City is a client, list



City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission obtained from City personnel authorized to permit City brand use.

12. **COMPLIANCE WITH APPLICABLE LAWS AND CITY POLICIES.** Contractor will comply with all applicable laws in performing Services under this Agreement. Any Contractor personnel visiting City's facilities will comply with all applicable City policies regarding access to, use of, and conduct within such facilities. City will provide copies of such policies to Contractor upon request.

13. **WARRANTIES, REPRESENTATIONS AND COVENANTS**

- 13.1 **Services Warranty.** Contractor represents and warrants that the Services provided to City under this Agreement shall conform to, be performed, function, and produce results substantially in accordance with the Documentation. Contractor shall offer City warranty coverage equal to or greater than that offered by Contractor to any of its customers.

Contractor's obligations for breach of the Services Warranty shall be limited to using its best efforts, at its own expense, to correct or replace that portion of the Services which fails to conform to such warranty, and, if Contractor is unable to correct any breach in the Services Warranty by the date which is sixty (60) calendar days after City provides notice of such breach, City may, in its sole discretion, either extend the time for Contractor to cure the breach or terminate this Agreement and receive a full refund of all amounts paid to Contractor under this Agreement.

- 13.2 **Disabling Code Warranty.** Contractor represents, warrants and agrees that the Services do not contain and City will not receive from 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 or Data (a "Disabling Code").

In the event a Disabling Code is identified, Contractor shall take all steps necessary, at no additional cost to City, to: (a) restore and/or reconstruct any and all Data lost by City as a result of Disabling Code; (b) furnish to City a corrected version of the Services without the presence of Disabling Codes; and, (c) as needed, re-implement the Services at no additional cost to City. This warranty shall remain in full force and effect as long as this Agreement remains in effect.

- 13.3 **Intellectual Property Warranty.** Contractor represents, warrants and agrees that: Contractor has all Intellectual Property Rights necessary to provide the Services to City in accordance with the terms of this Agreement; Contractor is the sole owner or is a valid licensee of all software, text, pictures, audio, video, logos and copy that provides the foundation for provision of the Services, and has secured

all necessary licenses, consents, and authorizations with respect to the use of these underlying elements; the Services do not and shall not infringe upon any patent, copyright, trademark or other proprietary right or violate any trade secret or other contractual right of any Third Party; and there is currently no actual or threatened suit against Contractor by any Third Party based on an alleged violation of such right. This warranty shall survive the expiration or termination of this Agreement.

- 13.4 Warranty of Authority. Each party represents and warrants that it has the right to enter into this Agreement. Contractor represents and warrants that it has the unrestricted right to provide the Services, and that it has the financial viability to fulfill its obligations under this Agreement. Contractor represents, warrants and agrees that the Services shall be free and clear of all liens, claims, encumbrances or demands of Third Parties. Contractor represents and warrants that it has no knowledge of any pending or threatened litigation, dispute or controversy arising from or related to the Services. This warranty shall survive the expiration or termination of this Agreement.
- 13.5 Third Party Warranties and Indemnities. Contractor will assign to City all Third Party warranties and indemnities that Contractor receives in connection with any products provided to City. To the extent that Contractor is not permitted to assign any warranties or indemnities through to City, Contractor agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Contractor is permitted to do so under the terms of the applicable Third Party agreements.
- 13.6 Date/Time Change Warranty. Contractor represents and warrants to City that the Services provided will accurately process date and time-based calculations under circumstances of change including, but not limited to: century changes and daylight saving time changes. Contractor must repair any date/time change defects at Contractor's own expense.
- 13.7 Most Favored Customer Warranty. Contractor represents and warrants and agrees that the Services and other fees stated herein are and shall be the lowest fees Contractor charges any of its other customers. In any case where City fees are found to be higher, then Contractor will provide City with a retroactive refund for any overpayment.
- 13.8 Compliance With Laws Warranty. Contractor represents and warrants to City that it will comply with all applicable laws, including its tax responsibilities, pertaining to the Agreement and its provision of the Services to City.
- 13.9 THE WARRANTIES SET FORTH ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **14. CONFIDENTIALITY**

- 14.1 Each party acknowledges that certain information that it shall acquire from the other is of a special and unique character and constitutes Confidential Information.
- 14.2 The Receiving Party agrees to exercise the same degree of care and protection with respect to the Confidential Information that it exercises with respect to its own similar Confidential Information and not to directly or indirectly provide, disclose, copy, distribute, republish or otherwise allow any Third Party to have access to any Confidential Information without prior written permission from the disclosing party. However: (a) either party may disclose Confidential Information to its employees and authorized agents who have a need to know; (b) either party may disclose Confidential Information if so required to perform any obligations under this Agreement; and (c) either party may disclose Confidential Information if so required by law (including court order or subpoena). Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Open Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 14.3 Nothing in this Agreement shall in any way limit the ability of City to comply with any laws or legal process concerning disclosures by public entities. Contractor acknowledges that any responses, materials, correspondence, documents or other information provided to City are subject to applicable state and federal law, including the Colorado Public Records Act, and that the release of Confidential Information in compliance with those acts or any other law will not constitute a breach or threatened breach of this Agreement.
- 14.4 Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any data, including Confidential Information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing Data or Confidential Information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Contractor from a third party.
- 14.5 Contractor agrees, with respect to the Confidential Information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such Data or

Confidential Information, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such Data or Confidential Information; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such Data or Confidential Information or work products incorporating such Data or Confidential Information to the City.

14.6 Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Data or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

14.7 Notwithstanding any other provision of this Agreement, the City is furnishing Data or Confidential Information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Data or Confidential Information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

15. **PROTECTED INFORMATION.** During the course of this Agreement, should Contractor come into possession of any Protected Information, Contractor may not disclose this information to any Third Party under any circumstances.

16. **SOFTWARE AS A SERVICE, PRODUCTS TO BE PROVIDED AND SERVICES TO BE PERFORMED:**

16.1 Contractor, under the general direction of, and in coordination with, the City’s Manager of Safety or other designated supervisory personnel (the “Manager”) agrees to provide the Services and perform the technology related services mentioned and described on attached Exhibits A and B (the “Statement of Work” or “SOW”) and provide any other software services described on attached Exhibit C (SLA). Exhibit A contains additional terms and conditions relevant to the Service, services and products contained in Exhibits B and C.

16.2 As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the technology related services and produce all the deliverables, as ordered by City, set forth on Exhibit B to the City’s satisfaction.

- 16.3 The Contractor is ready, willing, and able to provide the technology related services and the Services required by this Agreement.
- 16.4 The Contractor shall faithfully perform the technology related 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 the Agreement and in accordance with the terms of the Agreement.
- 16.5 **User ID Credentials.** Internal corporate or customer (tenant) user account credentials shall be restricted as per the following, ensuring appropriate identity, entitlement, and access management and in accordance with established policies and procedures:
- a) Identity trust verification and service-to-service application (API) and information processing interoperability (*e.g.*, SSO and Federation)
  - b) Account credential lifecycle management from instantiation through revocation
  - c) Account credential and/or identity store minimization or re-use when feasible
  - d) Adherence to industry acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (*e.g.*, strong/multi-factor, expireable, non-shared authentication secrets)
- 16.6 **Vendor Supported Releases.** The Contractor shall maintain the currency all third-party software used in the development and execution or use of the software including, but not limited to: all code libraries, frameworks, components, and other products (*e.g.*, Java JRE, code signing certificates, .NET, jquery pluggins, etc.), whether commercial, free, open-source, or closed-source; with third-party vendor approved and supported releases.
- 16.7 **Oracle 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, economically and securely. All new and proposed applications must utilize the authentication and authorization functions and components of the IdM. Strong authentication is required for privileged accounts or accounts with access to sensitive information. This technical requirement applies to all solutions, regardless to where the application is hosted.

**17. GRANT OF LICENSE; RESTRICTIONS:**

- 17.1 Contractor hereby grants to City a right and license to: (a) display, perform, and use the Service; and (b) use all intellectual property rights necessary to use the Service as authorized in subparagraph (a), both of which are further defined in Exhibit A.

17.2 Title to and ownership of the Service will remain with Contractor. City will not reverse engineer or reverse compile any part of the Service. City will not remove, obscure or deface any proprietary notice or legend contained in the Service or Documentation without Contractor's prior written consent.

**18. DELIVERY AND ACCEPTANCE:**

18.1 Upon set up of the Service, the City will test and evaluate same to ensure that it conforms, in the City's reasonable judgment, to the specifications outlined in the SOW or the Documentation. If the Service does not conform, the City will notify Contractor in writing within sixty (60) days. Contractor will, at its expense, repair or replace the nonconforming product within fifteen (15) days after receipt of the City's notice of deficiency. The foregoing procedure will be repeated until the City accepts or finally rejects the Service, in whole or part, in its sole discretion. In the event that the Service does not perform to the City's satisfaction, the City reserves the right to repudiate acceptance. In the event that the City finally rejects the Service, or repudiates acceptance of it, Contractor will refund to the City all fees paid, if any, by the City with respect to the Service and associated products.

18.2 If the City is not satisfied with the Contractor's performance of the technology related services described in the SOW, the City will so notify Contractor within thirty (30) days after Contractor's performance thereof. Contractor will, at its own expense, re-perform the service within fifteen (15) days after receipt of City's notice of deficiency. The foregoing procedure will be repeated until City accepts or finally rejects the technology related service in its sole discretion. In the event that City finally rejects any technology related service, Contractor will refund to City all fees paid by City with respect to such technology related service.

**19. TERM:** The term of the Agreement is from July 1, 2015 through June 30, 2020. City's initial purchase of body worn cameras will be accompanied by a corresponding quantity of Evidence.com five (5) year subscription licenses of the City's choosing, to be billed annually. Each subsequent purchase of body worn cameras will be accompanied by a corresponding quantity of Evidence.com five (5) year subscription licenses of the City's choosing that will be prorated to the remaining time left on the initial five (5) year term, to be billed annually. All Evidence.com license terms will end on the five (5) year anniversary date of the commencement date of the initial purchase of body worn cameras and Evidence.com.

**20. COMPENSATION AND PAYMENT:**

20.1 Fee: The fee for the Services, products and technology related services are described in Exhibit B (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance.

20.2 Reimbursement Expenses: The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

20.3 Invoicing: Contractor must submit an invoice which shall include the City contract number, clear identification of the deliverable that has been completed, 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.

20.4 Maximum Contract Liability:

20.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX MILLION ONE HUNDRED AND ONE THOUSAND AND THIRTY-FIVE DOLLARS** (\$6,101,035.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in Exhibits A, B and C. Any services performed beyond those in Exhibits A, B and are performed at Contractor's risk and without authorization under the Agreement.

20.4.2 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 the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**21. 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.

**22. TERMINATION:**

22.1 The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

22.2 Notwithstanding the preceding paragraph, the City may terminate the 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

22.3 Upon termination of the 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 as described in the Agreement.

23. **EXAMINATION OF RECORDS:** 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 any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

24. **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 the Agreement shall be deemed or taken to be a waiver of any other breach.

25. **INSURANCE:**

25.1 **General Conditions:** 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. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is 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, 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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.

- 25.2 Proof of Insurance: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit D, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. 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 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 policies and endorsements.
- 25.3 Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), 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..
- 25.4 Waiver of Subrogation: For all coverages required under this Agreement, Contractor's insurer shall waive subrogation rights against the City.
- 25.5 Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.
- 25.6 Workers' Compensation/Employer's Liability Insurance: 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

- 25.7 Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.
- 25.8 Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.
- 25.9 Technology Errors & Omissions: Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate.

25.10 Additional Provisions:

25.10.1 For Commercial General Liability, the policy must provide the following:

- 25.10.1.1 That this Agreement is an Insured Contract under the policy;
- 25.10.1.2 Defense costs are outside the limits of liability;
- 25.10.1.3 A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
- 25.10.1.4 A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

25.10.2 For claims-made coverage:

- 25.10.2.1 The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- 25.10.2.2 Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

26. **REPRESENTATION AND WARRANTY**: Contractor represents and warrants that:

- 26.1 The Service will conform to applicable specifications, operate in substantial compliance with applicable Documentation, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;
- 26.2 all technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;
- 26.3 all technology related services will conform to applicable specifications and the Exhibits attached hereto;
- 26.4 it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to the software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party;
- 26.5 there are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any third party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;
- 26.6 the Service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any third party;
- 26.7 the software and Service will contain no malicious or disabling code that is intended to damage, destroy or destructively alter software, hardware, systems or data.

**27. DEFENSE AND INDEMNIFICATION:**

- 27.1 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 sole 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 Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.
- 27.2 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. 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.

- 27.3 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.
- 27.4 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.
- 27.5 This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 27.6 Contractor will, at Contractor's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the Services, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Contractor in writing of any claim and cooperate with Contractor and its legal counsel in the defense thereof. Contractor may in its discretion (i) contest, (ii) settle, (iii) procure for the City the right to continue using the Software, or (iv) modify or replace the infringing Service so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense. If Contractor concludes in its reasonable judgment that none of the foregoing options are commercially reasonable, then Contractor will refund the prior two years of fees paid by the City for the Service.
28. **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. (2003).
29. **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.
30. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and

shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

31. **NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the 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 the Agreement is an incidental beneficiary only.
32. **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.
33. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
34. **SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the 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.
35. **CONFLICT OF INTEREST:**
  - 35.1 No employee of the City shall have any personal or beneficial interest in the services or property described in the 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.
  - 35.2 The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the 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 the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

36. **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Manager of Safety,  
1331 Cherokee Street,  
Room 302,  
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate 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.

37. **DISPUTES**: All disputes between the City and Contractor arising out of or regarding the 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 Manager as defined in this Agreement.
38. **GOVERNING LAW; VENUE**: The 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 the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District.
39. **NO DISCRIMINATION IN EMPLOYMENT**: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

40. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** 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 Contractor from City facilities or participating in City operations.
41. **LEGAL AUTHORITY:** 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 the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.
42. **NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.
43. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the Exhibits, the language of the Agreement controls. In the event of any conflict between the Exhibits, Exhibit B shall control over Exhibits A or C.
44. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
45. **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.
46. **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.
47. **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 plant,

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 or its officers, directors, employees, agents, Contractors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

48. **PARAGRAPH HEADINGS**: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.
49. **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.
50. **COUNTERPARTS OF THIS AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.
51. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Contractor consents to the use of electronic signatures by the City. The 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 the 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 the 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.
52. **ADVERTISING AND PUBLIC DISCLOSURE**: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
53. **COMPLIANCE FOR IN-SCOPE SERVICES**
  - 53.1 The Contractor covenants and agrees to comply with the processing, handling, and security standards and guidelines as set forth by, but not limited to:
    - a) Health Insurance Portability and Accountability Act (HIPAA)
    - b) Family Education Rights and Privacy Act (FERPA)



- c) Children’s Online Privacy and Protection Act (COPPA)
- d) Federal Bureau of Investigation Criminal Justice Information Systems (CJIS) Security Policy

and further covenants and agrees to maintain compliance with the same when appropriate for the Data and Services provided under the Agreement. Contractor further agrees to exercise reasonable due diligence to ensure that all of its service providers, agents, business partners, contractors, subcontractors and any person or entity that may have access to Data under this Agreement maintain compliance with and comply in full with the terms and conditions set out in this Section. Notwithstanding Force Majeure, the respective processing, handling, and security standards and guidelines referenced by this section may be revised or changed from time to time or Data may be utilized within the Services that change the compliance requirements. In the event that compliance requirements change, the Contractor and City shall collaborate in good faith and use all reasonable efforts to become or remain compliant as necessary under this section. In the event that compliance is required or statutory and no reasonable efforts are available, the City at its discretion may terminate the agreement for cause.

- 54. COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver (“Law”).

**ATTACHED EXHIBITS**

Exhibits A-Additional Terms and Conditions for Products and Services

Exhibit B-Statement of Work and Pricing

Exhibit C (SLA).

Exhibit D Certificate of Insurance

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

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. (“TASER,” “we,” “us,” or “our”) products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below

**Return Policies.** All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law.

**Payment Terms.** We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in upon delivery.

**Excusable delays.** We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, we have the right, in our sole discretion and upon oral or written notice to you, to delay or terminate the delivery.

**Product Warnings.** Please see and adhere to all warnings included in the shipment.

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

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

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# Master Services Agreement for the Use of Evidence.com

TASER International, Inc. ("TASER," "us," or "we") and the, acting by and through its ("Agency," "your," or "you" "City") agree to accept and be bound by the following terms and conditions effective upon mutual execution of the Agreement ("Effective Date"):

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

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

**Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

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

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

**Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the optional subscription licenses described in Section 8. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 35 days for approved credit. Payment obligations for products and services received are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content.

**Optional Subscription License Tiers.** This Section applies to the optional subscription licenses listed below. Each of the optional subscription licenses in this Section must be purchased at the point of sale of the hardware. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your Exhibit B. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and*

EXHIBIT A

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*Release for Law Enforcement CEW Products and On-Officer Cameras.* If the optional subscription license is terminated early, no refunds or credits will be given. This Section 0 does not apply if you do not purchase any of the Optional Subscription License Tiers.

**Evidence.com Ultimate License.** Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera. TASER's current Sales Terms and Conditions for the Axon Flex® and Axon Body Cameras TASER Assurance Plan (U.S. Only) (TAP) are incorporated herein.

**Evidence.com Unlimited License.** Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of your data stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. TASER reserves the right, in its sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for six months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access. The Evidence.com Unlimited License must be purchased for a 3 or 5 year term.

**Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, including actions that adversely impact the integrity or security of a network or system, the sending of unsolicited, abusive or deceptive messages or content, viruses or harmful code, or violating third party rights, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 35 days; or

You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.

If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

**Term.**

**Subscription Term.** The start date of the Term of the **Subscription Term** will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed Exhibit B or purchase order and will remain in effect for the subscription Term agreed to in the Exhibit B or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1<sup>st</sup> of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15<sup>th</sup> of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the Effective Date of the Agreement.

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

**Return of Your Content.**

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

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

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

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

**License Restrictions.** Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance with this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines.

**Third-Party Products and Services.** No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data or Your Content between you and any third-party provider, is solely between you and the applicable third-party provider; including any fees necessary to obtain or use the third-party products or services. We are not responsible for examining or evaluating the content or accuracy of third-party products or services and we do not warrant and will not have any liability or responsibility for any third-party products or services, or for any other materials, products, or services of third parties. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services, provided that we seek your permission for that access to Third-Parties and the Third Parties agree to the City's confidentiality provisions. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

**Representations by You.** You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and.

**Our Warranty.** We warrant that the Evidence.com Services (a) will perform materially in accordance with the Documentation and this Agreement, (b) will be performed in a timely and professional manner by qualified persons with the technical skills, training, and experience to perform the Evidence.com Services, and (c) will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. All warranties or guarantees given or made by us with respect to the Evidence.com Services are solely for the benefit of you and your end users and are not transferable and are null and void if you breach any term or condition of this Agreement.

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THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 0, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely responsible for: (a) all data before it is uploaded to the Evidence.com Services; (b) configuring and setting up any hardware or networks that You connect to the Evidence.com Services; (c) Your networks and how they may interact with the hardware, software, or Evidence.com Services; and (d) any security settings You establish to interact with or on the Evidence.com Services. WE DISCLAIM any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

**Indemnification by Us.** We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

**Miscellaneous.**

**Definitions.**

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

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

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

**"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates that is not subject to your public record laws. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third



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party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information. This definition only applies to this Exhibit A and does not control the definition of "Confidential Information" in the main contract document.

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

**U.S. Government Rights.** The Evidence.com Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

**Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Evidence.com Services, including your transfer and processing of Your Content, the provision of Your Content to end users, and the region in which any of the foregoing occur.

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

**Counterparts.** If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

[Document revised 5-1-2015; approved by TASER Legal 5-1-2015]

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# Professional Services Agreement

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

## Terms and Conditions

This Professional Services Agreement (**Agreement**) is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement contains the terms and conditions that govern our provision of Professional Services to you for assistance in deploying and implementing TASER camera systems and EVIDENCE.com service solutions. See Section 17 for definitions of certain capitalized terms used in this Agreement.

**1. Term and Pricing.**

**a. Term.** The term of this Agreement commences on the Effective Date. .

**b. Service Pricing.** All Services performed by us will be rendered in accordance with the fees set forth in Exhibit A. You will pay us in accordance with the terms contained in this Agreement.

**2. Scope of Services.** The project scope will consist of the Services identified on your Exhibit B. The Premium Plus Service Package and Premium Service Package are detailed below:

Description of the Service Packages		
	Premium Plus Services	Premium Services
<b>System set up and configuration</b> Setup AXON® Mobile on smart phones (if applicable) Configure categories & custom roles based on Agency need Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable)	1 on-site session	virtual assistance
<b>ETM installation</b> Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary Authenticate ETM with EVIDENCE.com using “admin” credentials from Agency Work with Agency’s IT to configure its network to allow for maximum bandwidth and proper operation within Agency’s network environment	on-site assistance	virtual assistance
<b>Dedicated Project Manager</b> Assignment of a specific TASER representative for all aspects of	✓	✓



EXHIBIT A

Description of the Service Packages		
	Premium Plus Services	Premium Services
planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.		
<b>Weekly project planning meetings</b> Project Manager will develop a Microsoft Project plan for the rollout of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the ETM installation of not more than 30 minutes in length.	✓	✓
<b>Best practice implementation planning session—1 on-site session to:</b> Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services Create project plan for larger deployments Recommend rollout plan based on review of shift schedules	✓	
<b>System Admin and troubleshooting training sessions</b> 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.	✓	
<b>AXON instructor training</b> Prior to general user training on AXON camera systems and EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency
<b>End user go live training and support sessions</b> Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.	6 on-site sessions	3 on-site sessions
<b>Implementation document packet</b> EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓	✓
<b>Post go live review session</b>	on-site assistance	virtual assistance

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

**4. Delivery of Services.**

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**a. Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.

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

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

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

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

**a.** Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;

**b.** Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;

**c.** Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;

**d.** Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);

**e.** Providing suitable workspace with telephone and Internet access for our personnel while working at the Installation Site and in your facilities;

**f.** Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;

**g.** Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;

**h.** Promptly installing and implementing any and all software updates provided by us;

**i.** Ensuring that all appropriate data backups are performed;

**j.** Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;

**k.** Providing us with remote access to your EVIDENCE.com account when required for us to perform the Services;

**l.** Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;

**m.** Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);

**n.** Instructing your personnel so that they are, at all times, educated and trained in the proper use and

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operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and

- o. Identifying in advance any holidays, non-work days, or major events that may impact the project.

**6. Authorization to Access Computer Systems to Perform Services.** You authorize us, subject to City Technology Policies, to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.

**7. Site Preparation and Installation.** Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

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

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

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

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

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event will we be liable for loss of, damage to, or corruption of your data from any cause.

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

**10. Intellectual Property.** We own all right, title and interest in all Pre-Existing Works and Documentation. We grant to you, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to you in connection with the delivery of Services and in accordance with this Agreement.

**11. Confidentiality.** A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this Agreement, The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

**12. General.**

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

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

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

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

[Document Revised 12-11-2013; Approved by TASER Legal 4-23-2015]

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## TASER ASSURANCE PLAN Terms and Conditions

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

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

To qualify to purchase TAP, you must either purchase Ultimate Licenses for a 3-year term or purchase Evidence.com services for at least 3 years on a standalone basis. In the event that, during the term of this Agreement, the City fails to appropriate funds for the payment of the City's obligations under this Agreement, the City's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The City shall deliver notice to Contractor of any such non-appropriation not later than 30 days after the City has knowledge that the appropriation has not been made.

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

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

**SPARE AXON cameras.** For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

**TAP Upgrade Models.** Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you

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

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

EXHIBIT A

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must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

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

If you purchased Ultimate License, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

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

**TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1<sup>st</sup> of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15<sup>th</sup> of the following month.

**TAP Termination.** If an invoice for TAP is more than 35 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of termination and no refunds will be given.
2. TASER will not and has no obligation to provide the free Upgrade Models.
3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

**TAP Payment Terms.** TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 35 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the Term start date. If multiple purchases of AXON camera products/Evidence.com Dock have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

**No Assignment.** You may not assign the TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

[Approved by TASER Legal 5-1-2015]

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## **EXHIBIT B: SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

### **A.1 SCOPE:**

The Denver Police Department (DPD) requires a cloud hosted, flexible, reliable and weather resistant, body worn video camera system, for a department of 1450 sworn officers. This camera is to be simple to use and have the capability to store all recorded video evidence in a Criminal Justice Information System (CJIS) compliant cloud environment.

The DPD will assign each officer a complete camera system. It is to have the ability to record video segments with at least a 30 second video only buffer and then tag each video segment in the field. The resulting recorded video is to have the ability of being viewed with a wireless mobile device in the field, on the Mobile Data Terminal (MDT) computer in their assigned patrol vehicle, and on department computers. At the end of each shift, officers are to place the camera and any related battery device in a dock that will automatically upload the video and recharge the battery.

Contractor will provide a cloud hosted solution that will allow the review and management of video using a web browser on any computer with Internet access. With the capability to place all case specific stored video in a case folder that can be shared with personnel inside and outside the agency for a limited time, as approved by the City. The agency personnel must have Administrator functionality that can control access, assign access capabilities, including the ability to prevent recipients of shared video from downloading the video from the repository.

Contractor will support all officer assigned body worn camera hardware by relying on a predefined inventory of spare parts that will be maintained by Contractor and managed by agency personnel.

Contractor must be responsive to the changing needs of the police department and must have a strong desire to continuously improve their hardware and hosted system capabilities.

### **A.2 BODY WORN CAMERA SYSTEM:**

The body worn camera system shall have the following components and capabilities at minimum.

- Video playback on mobile devices in the field via Bluetooth pairing
- User ability to add case number, department specified categories and notes in the field
- Low Light capable camera sensitive to less than 1 lux, non artificial light source
- User adjustable audio tones to alert user of usage
- High (1080), medium (720), and low (640) quality recording available (configurable by the agency)
- Minimum 30-second buffering period to continuously record only video before pressing record button
- Multiple mounting options using attachment: head, collar, helmet, and eye glasses mount. (Capable of mounting camera on the left or right side, point of view video)
- Minimum 70 degree angle of view
- Minimum 12+ hours of battery operation per shift while in buffering mode
- Minimum 4 hours of total record time
- Indicator to show current battery level and operating mode
- IPX2 rated weather resistant system
- Minimum of 15 frames per second

- Ambidextrous design for left or right side mounting
- Full-color audiovisual capability
- Operating temperature range: -4° F to 122° F
- Constructed from impact resistant materials

#### **Docking, Charging & Upload System**

- Automated multi-device docking station uploads to CJIS compliant cloud storage through Internet connection at designated City locations.
- Docking station does not require a computer for secure upload to CJIS compliant cloud storage
- Charges batteries and uploads video simultaneously

#### **Hardware**

- A rechargeable lithium ion battery must be separate from the camera and officers must have the ability to easily change batteries in the field
- Ability to charge mobile viewing device in the field
- Battery recharge time from 0% to full in less than 6 hours

#### **Officer Kit Components**

- Collar Support Bar and Mount
- Mobile Viewer Wall Charger
- Universal Magnetic Clip
- Battery Wall Charger
- Epaulette Mount
- Sunglasses Mount
- Headband Mount
- Battery Holster with Metal Belt Clips
- Controller Unit with LED indicator, power switch and record control button
- Hand held mobile viewer unit
- Camera unit with magnet mount
- Accessory Cables
- Carry Case
- User Manual

#### **A.3 DATA MANAGEMENT SYSTEM:**

The data management system shall possess the following attributes/ characteristics / abilities at minimum. The system shall be intuitive to a myriad of users and be specifically designed for video evidence data storage.

- Vendor hosted data management system that allows the sharing of digital evidence electronically
- Ability to share video evidence with users outside the agency, as approved by The City & County of Denver, via email and limited to a user defined time frame
- Ability to share video evidence with groups containing at least 150 individuals
- Ability to manage deletion privileges, to include auditing capability



- No local storage required or software necessary with browser based access
- Controlled access to evidence: agency-defined roles and permissions, agency-defined users, and passwords, all completely customizable by the agency
- User configurable category-based evidence retention policies for automated database video purging management
- Ability to recover purged and/or otherwise deleted evidence within a minimum of 7 days after deletion
- Requires no proprietary file formats or software to view video, capable of working on any software browser based access
- All evidence must be stored in a CJIS compliant environment
- Minimum 256-bit AES encryption in storage and transport
- Storage includes geo-dispersed redundant back-up
- Reporting capability allowing automatic tracking of user/device / system activity
- Generates real-time Audit Reports in PDF format to show chain-of-custody for evidence
- Generates user specified time-frame audit reports in PDF, CSV, and RTF format to show overall data usage, individual officer data usage and uploads
- Case creation for multiple evidence files
- Create tags, markers and clips without altering the original video segment
- Multiple indexing fields
- Minimum of 6 searchable fields in addition to category-based fields
- User defined search fields based upon current law enforcement business practices
- Tracking system reports and maintains the metadata on all video that was deleted
- Automated vendor firmware / software / hardware updates seamlessly to devices

#### **Mobile Application**

- Free app for iOS and Android mobile devices
- Ability to view battery charge and remaining storage capacity.
- Allows user to view the live camera feed from camera
- Allows for playback of videos stored on camera
- Allows adding meta-data to videos, such as but not limited to: Category, Title, Case ID, and GPS data

#### **Customizable Services**

- Integration services with other City systems to include other governmental partners as determined by City Technology Services; Denver District Attorney; City Attorney's Office

#### **A.4 CUSTOMER / TECHNICAL SUPPORT:**

- Online, email-based and phone-based support available 24/7/365
- Remote-location troubleshooting

## **A.5 MODEL CONFIGURATIONS:**

For all items listed herein, should a hardware model number and/or configuration become unavailable during the life of the contract, vendor must provide a replacement configuration that is equal to or better than the original configuration contained in the quotation at no additional cost to the City.

The City reserves the right to request sufficient samples for testing from Contractor to determine proposed upgrade meets the needs of the City and County of Denver. The samples will be tested and trialed; however upon completion of said evaluation may be returned to the vendor.

## **A.6 SPARE PARTS INVENTORY:**

Contractor is responsible for supplying a sufficient level of critical spare inventory (defined as: camera, batteries, cords, docks, subject to change) on City / DPD site in order to insure continuity of service and sustainability of all covered equipment. An initial list of critical equipment will be provided by the Vendor, upon contract execution, and agreed to by the Denver Police Department Body Camera System Coordinator. Contractor will need to change the list of critical equipment, as necessary during the term of the contract, in order to ensure system compatibility, continuity and sustainability. Contractor will communicate, in writing to the DPD System Coordinator, any significant recommended changes to the list.

Vendor will replace discontinued parts with new system equipment that is compatible with currently available models; at no additional cost to the City. Repair or replacement parts for existing equipment may be accomplished by Contractor using other than original equipment manufacturers (OEM) new parts. However, all parts or equipment furnished must equal or exceed that of the original equipment manufacturer(s) and be approved by the Denver Police Department.

Vendor will have 30-days from system go live to provide the critical equipment onsite. This inventory will include the assignment to each camera a unique name identifier that will be utilized in Software Mgt system to insure consistent tracking and reporting. Vendor will work with the Body Cam System Coordinator to determine the naming convention to be used.

## **A.7 WARRANTY MANAGEMENT:**

All products will be warranted for a minimum of one year of receipt. Vendor to offer additional extended warranty and pricing annually for the life of the contract. Vendor shall track, manage, and administer all warranty related defects, exchanges, and replacements during the term of this agreement. Vendor shall pay all shipping/freight expenses related to exchange or purchase of equipment under warranty.

Vendor shall also offer a Buy Back / Upgrade Program. This program is to be designed in conjunction with AND independent of Extended Warranty option.

Warranty work shall be accomplished within an appropriate length of time (generally less than 7 working days for everything) and shall be coordinated with an authorized DPD representative. If the repair requires longer than 7 working days, or is critical equipment, it is expected Contractor shall provide a 'loaner' until such time the repairs are completed and the equipment is returned.

Loaner program with OVERNIGHT shipment for critical equipment, is currently defined as camera; viewer; battery; dock.

During the entire warranty period, if the unit requires transportation to a repair facility, the vendor/sub-vendors shall be responsible for all transportation at "NO COST" to the City and County of Denver. This includes transporting the unit back to the City's domicile location after repairs are complete.

**A.8 TRAINING:**

Systems operations and administration training will be provided to City identified personnel on an annual basis, or as necessary due to software changes / upgrades. Training shall be a train the trainer program and may consist of webinar's; handbook(s), etc.

**A.9 REPORTING:**

Vendor shall assist and train designated authorized City & County of Denver personnel on reporting to include, but not limited to usage and storage of equipment; usage and storage of software from an individual basis to myriad of custom grouping as determined by DPD. Also invoice / asset control type reporting such as: purchasing quantities and serial numbers for cameras and hardware not otherwise accessible through software solution.

**A.10 PRODUCT/PERFORMANCE LITERATURE:**

Contractor will be required to furnish manuals and parts books on items proposed.

**A.11 REPAIR AND REPLACEMENT:**

Repair or replacement parts for existing equipment may be accomplished by Contractor using other than original equipment manufacturers (OEM) parts. However, all parts or equipment furnished must equal or exceed that of the original equipment manufacturer(s).

All repair and/or replacement items provided by vendor shall be equal in all respects to original equipment and completely interchangeable.

**A.12 TERM:**

The effective period of the Contractual Agreement shall be a minimum of Five (5) Years from date of City Signature.

**A.13 COOPERATIVE PURCHASING:**

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this contract that pricing offered herein to the City and County of Denver may be offered by Contractor to any other governmental jurisdiction purchasing the same products.

Contractor must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

**A.14 DELIVERY CONSIDERATIONS:**

When a date is set for the delivery of merchandise or the performance of work, said merchandise must be delivered or work performed in accordance with the specifications or description herein contained on or before said date, or the order to the delinquent party may be cancelled and awarded to the next lowest vendor. In such case, the City and County will have the right to buy such articles at market prices for immediate delivery, and an excess in cost of same over price named hereon is to be paid by Contractor under this contract, or deducted from any money due or hereafter coming to him.

**A.15 F.O.B. POINT:**

All prices quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to Denver, CO.

**A.16 VENDOR PERFORMANCE MANAGEMENT:**

The Purchasing Department may administer a vendor performance management program as part this contract. The purpose of this program is to create a method for documenting and advising the Purchasing Department of exceptional performance or any problems related to the purchased goods and services.

**EXHIBIT B: PRICING / ITEMS**

**A.17 ESTIMATED QUANTITIES:**

Quantities listed are the City and County of Denver's best estimate and do not obligate the Buyer to order or accept more than City and County of Denver's actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirement of the materials specified in this contract for the contract period. The contract is estimated on a quantity of 800.

**A.18 PRICING:**

All prices quoted shall be firm and fixed for the specified contract period.

EXHIBIT B - ITEMS and PRICING

Item No	Description	Unit Price	Bill of Materials	Model No
<b>Body Camera Equipment Options:</b>				
1	Basic Body Camera Kit	399.00	Camera   Cable, USB type a straight to dc 36"   Cable, straight angle 2.5mm to right 2.5mm, 48"   DVR / AXON flex battery, assembled   Wall wart, 2 USB charger   Forward magnetic clip, DVR   Wire management clip straight   Cable, coiled, straight 2.5mm to right angle 2.5mm, 48"   Quick start guide o <u>Low Rider headband</u> (PN 73010)	73030
2	Multi Mount Kit	199.00	-Low rider, Medium Headband   -Clip, Cable Support o <u>Ratcheting Collar mount</u> (PN 73088) -Ratcheting Collar Mount   -Clip, Cable Support (Locking Option) o <u>Helmet mount</u> (PN 73013) -Helmet Mount, Magnetic   -Cable Support Clip   -Wire Clip Assembly o <u>Oakley glasses mount</u> (PN 73034) -Oakley Sunglasses   Oakley Flackjacket Adapter, Right side   Wire Management Clip -Clip for Cable Support, Head Cam	73021
3	Oakley Flack Jacket	149.95	Oakley Flackjacket Adapter, Right side   Wire Management Clip, Oakley   Clip for Cable Support, Head Cam	73034
4	Oakley Clip	29.95	Oakley Flackjacket Adapter, right side   Oakley Flackjacket Adapter, left side   Clip, cable support   Wire Management Clip	73008
5	Belt Clips	29.95	1-3/4" spring belt clip   2" spring belt clip   Battery Holster   Wire Management Clip   Wire Management Clip Mounting Base   Hex Drive Screw	73036
6	Ratchet Collar, Versatile / Cap Mount	29.95	Racheting Collar Mount   Clip, Cable Support (Locking option)	73088
7	Low Rider Headband	29.95	Low rider, Medium Headband   Clip, Cable Support	73010
8	Helmet Mount	29.95	Helmet Mount, Magnetic   Cable Support Clip   Wire Clip Assembly	73013
9	Epaulette Mount	29.95	Rotating Epaulette Clip, Over Epaulette, Shoulder   Clip, Cable Support	73011
10	Single Docking / Upload and Charging System Station	250.00	Taser 1-bay + Core Evidence.com Dock	70023
11	Multi Unit – 6 bank – Docking / Upload and Charging Station	999.00	Taser 6-bay + Core Evidence.com Dock	70026
12	Rechargeable Lithium Ion Battery	70.00	Taser	73001
13	Viewer, 8GB Black	199.00	iPod	73031
14	Alternate Brand Viewer, 8GB Black	199.00	Motorola	73092
15	Full Solution Body Camera Kit	1,113.55	AXON flex Full Solution Kit (Camera, Controller, Battery, Holster, smart device, Oakley Flak Jacket glasses with accessories, wire management clips; and product models 73009 (Collar Mount), 73004 (USB Sync Cable), 73062 (Ball Cap Mount), 73010 (Low Rider Headband), 73036 (Controller Holster w Belt Clips), 73011 (Epaulette Mount), two 48" Cables, Kit	73061
<i>*The above accessory items shall be available to the individual DPD officers via Taser website @ Contract pricing.</i>				
<b>Evidence.com Data Management System Options:</b>				
16	Database/non Camera User Access - Standard	300.00	Standard License Model # 88101 - user ability to upload all types of digital evidence, review/edit all digital evidence, share all digital evidence, create cases, redact video, download video, and use of all mobile aps for the AXON line, includes 10GB of free storage space per year for the life of the contract. Does not include: agency usage reports (can track usage by administrator, but cannot export; no exportation of search reports; does not give the multi file download tool.	The free GB per user can be managed as a pool of storage for all data: DPD can use this for audio files, still images, dash cam video, interview room video, PDF files, word files, excel files, AVI, MP3, sworn statements, etc. The point is: as long as the file is digital and uploaded into evidence.com, the 20GB can be used for that.
17	Database/non Camera User Access - Professional	468.00	Professional: #89101. 20GB included of free storage space per year for the life of the contract. This license allows for full access to all functionality that evidence.com has to offer. This allows for the use of all mobile applications, MDT applications, uploading any/all digital evidence, reviewing any/all digital evidence, retrieving any/all digital evidence, creating cases for evidence, sharing through links any/all digital evidence. These rights and permissions will be set per DPD. Full functionality is available, but the department has the option to limit or allow these.	
18	Database Access - Body Camera User	660.00	Ultimate: #85078. 20GB included of free storage space per year for the life of the contract. Same as Professional + provides full warranty on the camera/dock/accessories, replacements of the cameras every 2.5 years (the newest model available) and replacements of the docking stations when a new one is released. Full functionality of Evidence.com & Taser Assurance Plan, plus upgrade of equipment @ 2.5 & 5yr. Get full warranty (3 total years) & free onsite spare equipment (3% spares however 10% on battery and cords).	
19	Immediate Access Storage	1.50	per GB	
20	Delayed Access Storage	0.30	per GB	
21	Alternate License with Flat Rate Unlimited Storage	948.00	Unlimited: #85123. Same as Ultimate + Unlimited storage from any Taser device and all Taser mobile applications. There is NO limit to the retention or data stored. Normally an agency has to opt in year 1 to be eligible, but Taser is willing to do two years at Ultimate and three years at Unlimited per your request. Full functionality of Evidence.com; & TAP & unlimited uploads from any Taser made device. Get full warranty & free onsite spare equipment. See below Alternate Options.	
<b>Alternate Options:</b>				
Traditionally, an agency must commit to the Unlimited plan for the term of the contract. In this case, TASER is willing to allow DPD to have the Ultimate licenses for years 1-2 and then transition to the Unlimited storage for years 3-5. The proposed scenario below is for camera users only. The remaining Standard licenses will stay at \$300/yr				
Year 1 -- \$660/license/year + Storage costs at \$1.50/GB/yr Year 2 -- \$660/license/year + Storage costs at \$1.50/GB/yr Year 3 -- \$948/license/year (unlimited storage) Year 4 -- \$948/license/year (unlimited storage) Year 5 -- \$948/license/year (unlimited storage)				

EXHIBIT B - ITEMS and PRICING

Item No	Description	Unit Price	Bill of Materials	Model No
<b>Alternate Stand Alone Warranty Options to add TAP to 88101 or 89101 (in lieu of 85078 or 85123 which already include TAP)</b>				
22	Inclusive Hardware Extended Warranty Year 2	240.00	per camera per year - New body cameras are provided every 2.5 years are inclusive of the warranty program -- Taser Assurance Plan (TAP). This warranty covers camera upgrades, battery replacements, e.com upgrades and full warranty on the cameras for the term of the contract.	
23	Inclusive Hardware Extended Warranty Year 3	240.00		
24	Inclusive Hardware Extended Warranty Year 4	240.00		
25	Inclusive Hardware Extended Warranty Year 5	240.00		
26	Inclusive Hardware Extended Warranty 5 Year Plan	1,200.00		
<b>Optional Equipment   Services</b>				
27	<b>Optional Services</b> - Ability to integrate with Record Management System; CAD; Justware; etc.	No Charge for Denver Police Dept.	For all other agencies: \$120.00 per Camera / per year* at unlimited usage (Integration is required for each camera user to have an Evidence.com License. ) if opting for Alternate progressive License support, per camera price is \$180.00.	
28	<b>List and Discount of Vendor BWC Product Line</b>	Discounts on hardware not listed herein will be 33.33% from MSRP		



## Service Level Agreement

This Service Level Agreement (**SLA**) is a policy governing the use of the Evidence.com™ Service Offerings (**Service Offerings**) under the terms of the Evidence.com Master Service Agreement (**MSA**) between TASER International, Inc. (**TASER, us or we**) and users of Service Offerings (**you**). This SLA applies separately to each agency account using the Service Offerings. Unless otherwise provided in this SLA, this SLA is subject to the terms of the MSA and capitalized terms have the meaning specified in the MSA. We reserve the right to change the terms of this SLA in accordance with the MSA. **By using the EVIDENCE.com Service Offerings you agree that you have read and understand this SLA and you accept and agree to be bound by the following terms and conditions.**

**1 Service Commitment.** Apart from maintenance described in Section 2, we will use commercially reasonable efforts to make the Service Offerings available 99.9% of the time 7 days per week on a 24-hour basis.

### 2 Maintenance.

**2.1** Scheduled maintenance will take place according to our prevailing routine maintenance schedule. Routine maintenance is currently scheduled on the fourth Tuesday of each month from 7:00 am to 8:00 pm Pacific Standard Time. Maintenance periods may periodically result in the Service Offerings being unavailable to you. When possible, you will be informed 1 week prior to any changes to the maintenance schedule.

**2.2** Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by us.

**3 After Hours Emergency Support.** Evidence.com Help Desk are available at [Help@EVIDENCE.com](mailto:Help@EVIDENCE.com).

### 4 Response Times.

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

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

**“Business Day”** means Monday through Friday, excluding our corporate holidays (New Years' Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and the day after; and Christmas Day


and the day after).

**“Resolution Time”** means the elapsed time between our acknowledgement of an issue until the problem in the Service Offerings has been resolved, which does not include time delays caused by you, your agency or by third parties outside of our reasonable control.

**5 Backup.** We will administer system backup according to our prevailing backup plan. You retain your rights to all of your content and user data contained in the backups in accordance with the MSA. The Service Offerings will alert the Agency Administrator(s) of upcoming scheduled evidence deletions within the system and the Agency Administrator(s) may delay deletion by either re-categorizing that evidence or by selecting the option to extend the retention period. Once evidence is deleted it is unrecoverable.

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

[Document Revised 05-13-2015]

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/20/2015

**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 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).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Colony Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		
		<b>NAIC #</b> 39993

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570057753691**      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL 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
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Computer E&O			E0407121 Security and Privacy Liab	09/18/2014	09/18/2015	Per Claim Aggregate      \$5,000,000 \$5,000,000

Certificate No : 570057753691

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Body Cameras, Accessories, Equipment and Video Data Storage Management.

**CERTIFICATE HOLDER**

**CANCELLATION**

City & 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  <i>Aon Risk Insurance Services West, Inc.</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/15/2015

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 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).**

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): 800-363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Lexington Insurance Company		19437
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570058088169**      **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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			028182385 SIR applies per policy terms & conditions	12/15/2014	12/15/2015	EACH OCCURRENCE \$10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) Excluded MED EXP (Any one person) Excluded PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

Certificate No : 570058088169

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

**CERTIFICATE HOLDER****CANCELLATION**

The City & 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
06/15/2015

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<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Phoenix AZ Office 2555 East Camelback Rd. Suite 700 Phoenix AZ 85016 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Twin City Fire Insurance Company		29459
	<b>INSURER B:</b> Hartford Casualty Insurance Co		29424
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER: 570058088175**      **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
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL 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
<b>B</b>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			59 UUN UL 7844	09/11/2014	09/11/2015	COMBINED SINGLE LIMIT (Ea accident)      \$1,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			59WEPE1196	09/11/2014	09/11/2015	<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

Certificate No : 570058088175

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

**CERTIFICATE HOLDER****CANCELLATION**

The City & 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.
	<b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>



**Contract Control Number:**

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:

By \_\_\_\_\_

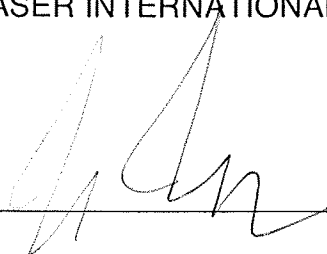
By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: POLIC-201522654-00

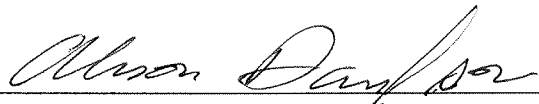
Contractor Name: TASER INTERNATIONAL

By: 

Name: JOSH ISNER  
(please print)

Title: EVP SALES  
(please print)

ATTEST: [if required]

By: 

Name: ALISON DAVIDSON  
(please print)

Title: VP SALES OPERATIONS  
(please print)

