



STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Interview Recording Platform

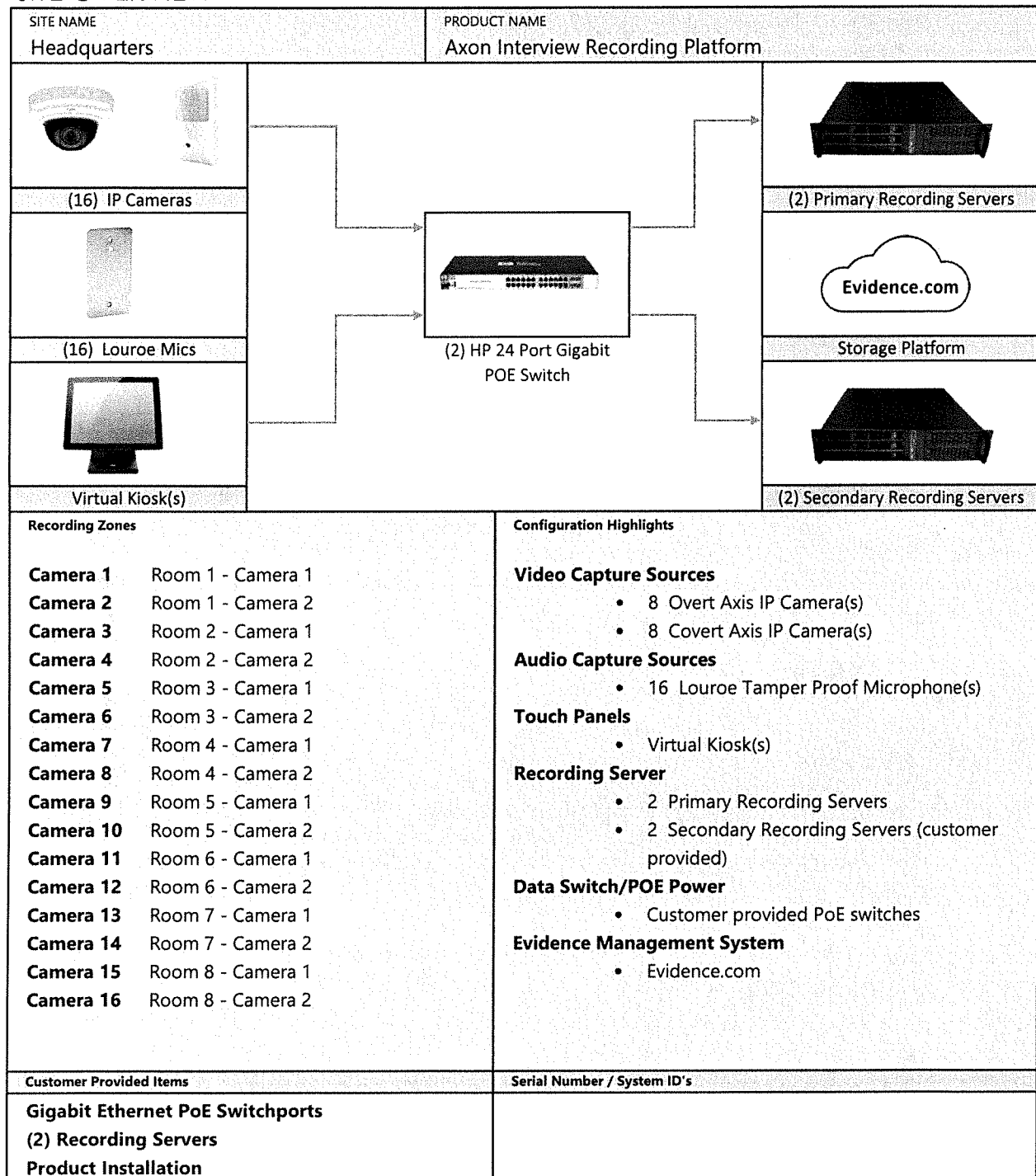
This document details a proposed system design

Agency created for: Sparks Police Department

| | |
|----------------------|-----------------------------------|
| Sold By: | Chris Neubeck |
| Designed By: | Jason South |
| Installed By: | Axon Professional Services |

Wednesday, December 13, 2017

SITE OVERVIEW



SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Interview recording system

Cabling Considerations

| | | |
|--------------------------------|---|---|
| Cabling Runs | 20 | Cat5 cable runs are required for this installation |
| | 8 | 110v power outlets are required for this installation |
| Cabling Requirements | <p>All Devices:</p> <p>Each Axis IP cameras will require (1) Category 5e/6e cable. This cable run should be connected to the customer's primary data network.</p> <p>Each POS-X touch panel, or PC running a virtual Touch Panel, will each require (1) Category 5e/6e cable. This cable run should be connected to the customer's primary data network</p> <p>Each PC running a Virtual Touch panel, will require (1) 110v power outlet.</p> <p>Each recording server will require (2) 110v power outlets</p> <p>Recording Server:</p> <p>Each Primary Recording Server requires (1) dedicated cat 5e/6e cable</p> <p>Each Secondary Recording Server requires (1) dedicated cat 5e/6e</p> <p>Data Switch:</p> <p>Each POE+ Data Switch at this location requires (1) category 5e cable. This cable run should be connected to the customer's primary data network core.</p> <p>Type: POE+ Data Switch</p> | |
| Redundancy | This design does not include cable redundancy | |
| Customer Provided Items | Customer to provide all cabling runs | |
| Axon Provided Items | N/A | |

Network Considerations

| | | | |
|----------------------|--|------------|-----------|
| Network Requirements | Each Axis IP Camera will be connected to a POE+ Data Switch that provides the device with power and network connectivity | | |
| | Each Recording Server must be given a static, IPv4 network address that is routable across the network | | |
| | Each IP Camera must be given a static, IPv4 network address that is routable across the network | | |
| | Each Virtual Touch Panel must be given a static, IPv4 network address that is routable across the network | | |
| Network Addressing | Network Device | Static IPs | Total IPs |
| | IP Cameras | 16 | 20 |
| | Virtual Touch Panel | TBD | |
| | Recording Servers | 4 | |
| | | | |
| Axon Provided Items | Customer to provide all gigabit ethernet PoE switches | | |

Network Considerations Cont'd

| | |
|--------------------------------|---|
| Customer Provided Items | <p>Customer to provide all device IP addresses</p> <p>Customer to also provide:</p> <ul style="list-style-type: none"> Subnet Mask Gateway IP DNS/WINS IP Time Server IP <p>Customer IT staff will configure all switches with proper network configuration</p> |
|--------------------------------|---|

Video Capture Device

| Room 1 - Camera 1 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 1 - Camera 2 | |
|--------------------------------|--|
| Video Capture Source | Axis F41 Pinhole IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 2 - Camera 1 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 2 - Camera 2 | |
|--------------------------------|--|
| Video Capture Source | Axis F41 Pinhole IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 3 - Camera 1 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 3 - Camera 2 | |
|--------------------------------|--|
| Video Capture Source | Axis F41 Pinhole IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 4 - Camera 1 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 4 - Camera 2 | |
|--------------------------------|--|
| Video Capture Source | Axis F41 Pinhole IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 5 - Camera 1 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 5 - Camera 2 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 6 - Camera 1 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 6 - Camera 2 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 7 - Camera 1 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 7 - Camera 2 | |
|--------------------------------|--|
| Video Capture Source | Axis F41 Pinhole IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 8 - Camera 1 | |
|--------------------------------|--|
| Video Capture Source | Axis 3364-V Dome IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Video Capture Device

| Room 8 - Camera 2 | |
|--------------------------------|--|
| Video Capture Source | Axis F41 Pinhole IP Camera |
| Deployment Method | This camera will be overtly installed in the environment |
| Recording Activation | Recording will be manually triggered via the POS-X Touch Panel |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide the camera for this zone |

Audio Capture Device

| | | |
|--------------------------------|---|---|
| Audio Capture Source | 16 | Louroe Tamper Proof Microphone(s) will be included in this design |
| Deployment Method | Each microphone will be overtly installed and connected to (1) IP camera in each zone | |
| Recording Activation | Recording will be activated in unison with the connected IP camera | |
| Customer Provided Items | N/A | |
| Axon Provided Items | Axon will provide all microphones | |

Recording Servers

| | | |
|--------------------------------|---|--|
| Recorder Count | 4 | recording server(s) will reside at this location |
| Server Model | Primary Recording Server and Secondary Recording Server | |
| Redundancy | This system includes recording redundancy | |
| Customer Provided Items | N/A | |
| Axon Provided Items | Axon Will provide all recording servers | |

Metadata Tags

| | | |
|--------------------------------|---|--|
| Metadata Tagging | The system will collect metadata information prior to, and after, the interview recording process (i.e. Interviewer Name, Interviewee Name, Case Number) | |
| Metadata Tags | <p>Information collected prior to recording:</p> <ul style="list-style-type: none"> • Interviewee first and last name • Case number • Case type • Interviewee type <p>Information collected post recording:</p> <ul style="list-style-type: none"> • Interviewer name(s) | |
| Customer Provided Items | Customer to provide preferred metadata fields | |
| Axon Provided Items | Axon to facilitate the creation of metadata fields | |

EVIDENCE.COM CONFIGURATION DETAILS

The following sections detail the configuration of Evidence.com. This section pertains to all recording sites in the environment.

Application Package

| | |
|--------------------------------|---|
| Evidence Mgmt System | Evidence.com |
| Agency URL | TBD |
| Evidence Sync | Yes |
| Keys | TBD |
| Package Description | TBD |
| Application Features | <ul style="list-style-type: none">• Remote monitoring application <p>Evidence.com Application Features:</p> <ul style="list-style-type: none">• Secure Cloud Storage• Redaction• Download/Sharing• Audit Trail• Reporting |
| Customer Provided Items | N/A |
| Axon Provided Items | Axon will provide all items in this category |

Training

| | |
|----------------------------|--|
| Application Package | <p>This solution will include on-site application training covering:</p> <ul style="list-style-type: none">• Touch panel overview• Initiating interview wizard• Entering metadata• Controlling the interview process• Closing an interview <p>Evidence.com functionality</p> |
|----------------------------|--|

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

By signing this Statement of Work, you are agreeing to the items set forth in this document and Axon's Master Services & Purchasing Agreement posted at www.Axon.com/legal. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign Statement of Work.

This Statement of Work is bound to the applicable signed quote. Upon confirmation of the installation dates, to be confirmed in writing, the agency will give no less than a 2-week advanced notice of cancellation or change from the date of the scheduled installation. In the event the Agency cancels 2 weeks or less from the date of the scheduled installation, the agency will be responsible for all travel booked, and resource costs associated with the cancelled installation. Rescheduling of the installation will be at the discretion of Axon Professional Services based on available dates within the installation schedule calendar.

Changes to the scope of this SOW 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.

This statement of work is based on the discovery information collected from the customer, and designed using common considerations. This statement of work is subject to change. Design variables can/will change once a physical site survey is completed.

Signature: _____

Date: _____

Title: _____

Contracts & Risk Manager

Axon Enterprise, Inc.

Protect Life.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax: (480) 658-0629

Chris Crawforth
(775) 353-2430
(701) 241-1407
ccrawforth@cityofsparks.us



Quotation

Quote: Q-135453-7
Date: 10/16/2017 4:07 PM
Quote Expiration: 10/31/2017
Contract Start Date*: 12/1/2017
Contract Term: 5 years

AX Account Number:
112577

Bill To:
Sparks Police Dept. - NV
1701 E. Prater Way
Sparks, NV 89434
US

Ship To:
Chris Crawforth
Sparks Police Dept. - NV
1701 E. Prater Way
Sparks, NV 89434
US

| SALESPERSON | PHONE | EMAIL | DELIVERY METHOD | PAYMENT METHOD |
|---------------|--------------|--------------------|-----------------|----------------|
| Chris Neubeck | 602-708-0074 | cneubeck@taser.com | Fedex - Ground | Net 30 |

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

Year 1

Due Net 30

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|--|--------------|-----------------------|---------------|--------------|
| 8 | 50112 | AXIS VANDAL RESISTANT IP DOME CAMERA 3364-V | USD 897.10 | USD 7,176.80 | USD 789.44 | USD 6,387.36 |
| 8 | 50113 | AXIS F41 COVERT MAIN UNIT | USD 594.75 | USD 4,758.00 | USD 523.36 | USD 4,234.64 |
| 8 | 50114 | AXIS SENSOR UNIT F1025 | USD 369.57 | USD 2,956.56 | USD 325.20 | USD 2,631.36 |
| 8 | 74059 | MOTION SENSOR ENCLOSURE - COVERT CAMERA | USD 115.00 | USD 920.00 | USD 101.20 | USD 818.80 |
| 16 | 50118 | LOUROE MICROPHONE (POE) | USD 182.61 | USD 2,921.76 | USD 321.44 | USD 2,600.32 |
| 2 | 50144 | RECORDING SERVER - Windows 2012 R2 64 bit - 2U Xeon (4-core) | USD 2,723.19 | USD 5,446.38 | USD 599.10 | USD 4,847.28 |
| 4 | 50071 | AXON STREAMING SERVER LICENSE (PER SERVER) | USD 1,750.00 | USD 7,000.00 | USD 770.00 | USD 6,230.00 |
| 16 | 50055 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT | USD 693.00 | USD 11,088.00 | USD 1,219.68 | USD 9,868.32 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--------------------------------|--------|-----------------------------------|--------------|-----------------------|---------------|---------------|
| 1 | 85170 | INTERVIEW ROOM, INSTALL AND SETUP | USD 2,500.00 | USD 2,500.00 | USD 50.00 | USD 2,450.00 |
| Year 1 Total Before Discounts: | | | | | | USD 44,767.50 |
| Year 1 Discount: | | | | | | USD 4,699.42 |
| Year 1 Net Amount Due: | | | | | | USD 40,068.08 |

Year 2

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--------------------------------|--------|--|--------------|-----------------------|---------------|---------------|
| 4 | 50072 | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT | USD 350.00 | USD 1,400.00 | USD 154.00 | USD 1,246.00 |
| 16 | 50056 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT | USD 1,188.00 | USD 19,008.00 | USD 2,090.88 | USD 16,917.12 |
| Year 2 Total Before Discounts: | | | | | | USD 20,408.00 |
| Year 2 Discount: | | | | | | USD 2,244.88 |
| Year 2 Net Amount Due: | | | | | | USD 18,163.12 |

Year 3

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--------------------------------|--------|--|--------------|-----------------------|---------------|---------------|
| 4 | 50072 | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT | USD 350.00 | USD 1,400.00 | USD 154.00 | USD 1,246.00 |
| 16 | 50057 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT | USD 1,188.00 | USD 19,008.00 | USD 2,090.88 | USD 16,917.12 |
| Year 3 Total Before Discounts: | | | | | | USD 20,408.00 |
| Year 3 Discount: | | | | | | USD 2,244.88 |
| Year 3 Net Amount Due: | | | | | | USD 18,163.12 |

Year 4

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|--------------------------------|--------|--|--------------|-----------------------|---------------|---------------|
| 4 | 50072 | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT | USD 350.00 | USD 1,400.00 | USD 154.00 | USD 1,246.00 |
| 16 | 50058 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT | USD 1,188.00 | USD 19,008.00 | USD 2,090.88 | USD 16,917.12 |
| Year 4 Total Before Discounts: | | | | | | USD 20,408.00 |
| Year 4 Discount: | | | | | | USD 2,244.88 |
| Year 4 Net Amount Due: | | | | | | USD 18,163.12 |

Year 5

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|---|------------|-----------------------|---------------|--------------|
| 4 | 50072 | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT | USD 350.00 | USD 1,400.00 | USD 154.00 | USD 1,246.00 |

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|--|--------------|-----------------------|---------------|---------------|
| 16 | 50059 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT | USD 1,188.00 | USD 19,008.00 | USD 2,090.88 | USD 16,917.12 |

Year 5 Total Before Discounts: USD 20,408.00

Year 5 Discount: USD 2,244.88

Year 5 Net Amount Due: USD 18,163.12

Year 6

| QTY | ITEM # | DESCRIPTION | UNIT PRICE | TOTAL BEFORE DISCOUNT | DISCOUNT (\$) | NET TOTAL |
|-----|--------|--|--------------|-----------------------|---------------|---------------|
| 4 | 50072 | AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT | USD 350.00 | USD 1,400.00 | USD 154.00 | USD 1,246.00 |
| 16 | 50059 | INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT | USD 1,188.00 | USD 19,008.00 | USD 2,090.88 | USD 16,917.12 |

Year 6 Total Before Discounts: USD 20,408.00

Year 6 Discount: USD 2,244.88

Year 6 Net Amount Due: USD 18,163.12

Subtotal USD 130,883.68

Estimated Shipping & Handling Cost USD 279.76

Grand Total USD 131,163.44

Hardware Shipping Estimate

Typically, hardware shipment occurs between 4 – 6 weeks after purchase date. Product availability for new or high demand products may impact delivery time.

Axon Enterprise, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and Axon's Master Services and Purchasing Agreement posted at <https://www.axon.com/legal/sales-terms-and-conditions>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:



Date:

12/21/17

Name (Print):

Dan Marzan

Title:

Contracts & Risk Manager

PO# (if needed):

Quote: Q-135453-7

Please sign and email to Chris Neubeck at cneubeck@taser.com or fax to (480) 658-0629

THANK YOU FOR YOUR BUSINESS!

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Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and City of Sparks, - NV (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. It is the intent of the Parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of Axon Products, and all subsequent quotes for the same Products or Services accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement, the Parties agree as follows:

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

2 **Definitions.**

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon 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.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

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

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

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

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

3 **Payment Terms.** Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

4 **Taxes.** The City of Sparks, NV is tax exempt, should their status change, the Agency will become responsible for sales and other taxes associated with the order.

- 5 **Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Destination via common carrier and title and risk of loss pass to the Agency upon delivery to the Agency by Axon. The Agency is responsible for all freight charges. Any loss or damage that occurs during shipment is Axon's responsibility. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 **Warranties.**
- 7.1 **Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 7.2 **Warranty Limitations.**
- 7.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.
- 7.2.2 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**
- 7.2.3 **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

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

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

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

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

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

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

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

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

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

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service 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 Axon as part of or



in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14** **Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 **Termination.**

15.1 **By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 **By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 **Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than MSRP and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination.

16 **General.**

16.1 **Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure.

16.2 **Excusable delays.** Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.

16.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

16.13 Governing Law; Venue. The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

16.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency: City of Sparks
Attn: Purchasing
431 Prater Way
Sparks, NV 89431

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, the Policies, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

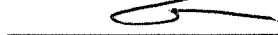
16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

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

Axon Enterprise, Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

City of Sparks - NV

Signature: 
Name: Dan Martin
Title: Contracts & Risk Manager
Date: 12/21/17

Evidence.com Terms of Use Appendix

1 Evidence.com Subscription Term. The Evidence.com Subscription will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 Access Rights. "Agency Content" means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 Agency Owns Agency Content. The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 Evidence.com Data Security.

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

Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJIS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement.

- 5. Axon's Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
- 6. Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 7. Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in archival storage will not have immediate availability, and may take up to 24 hours to access.
- 8. Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:
- 8.1.** The Termination provisions of the Master Service Agreement apply;
 - 8.2.** The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 8.3.** If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 9. Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon

disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

- 10** **License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may 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 with the intent 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 Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).
- 11** **After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 12** **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Axon Interview Room Appendix

If Axon Interview Room is included on the Quote, this Axon Interview Rom Appendix applies.

- 1 **Axon Interview Room Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Interview Room (**Interview Room Subscription**) will begin after the first shipment of the Axon Interview Room hardware. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Interview Room Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **Statement of Work.** The Axon Interview Room Statement of Work (**Interview Room SOW**) attached to this Appendix will detail Axon's respect to the professional services deliverables. Axon is responsible to perform only the services described in this Interview Room SOW. Any additional services discussed or implied that are not defined explicitly by the Interview Room SOW will be considered outside the scope of this Agreement. Axon may subcontract any part of the Interview Room SOW to a qualified subcontractor.
- 3 **Axon Interview Room Warranty.** Axon Interview Room Products are covered under the applicable manufacturer's warranty.
 - 3.1. **Warranty Returns.** The terms and conditions in the "Warranty Returns" section of the main body of the MSPA apply to warranty returns related to Hardware Maintenance.
 - 3.2. **Product Repair or Replacement.** If Axon determines that a valid warranty claim is received within the Hardware Maintenance Term, Axon agrees to repair or replace the hardware that Axon determines in its sole discretion to be defective under normal use. Axon's sole responsibility under this warranty is to either repair or replace damaged or defective hardware with the same or like hardware, at Axon's discretion. Axon is not obligated to repair or replace hardware that is damaged as a result of intentional or deliberate damage.
- 4 **Hardware Maintenance Warranty Coverage.** If the Agency purchased Axon Interview Hardware Maintenance warranty coverage, the Axon Interview Room hardware listed in the Quote will receive extended warranty coverage during the term purchased in the Quote (**Hardware Maintenance Term**). The Hardware Maintenance Term start date begins upon the Agency's receipt of the hardware covered under the Hardware Maintenance. Hardware Maintenance only applies to the Axon Interview Room hardware listed in the Quote. The Agency may not buy more than one Hardware Maintenance for any one covered Product. Hardware Maintenance includes the extended warranty coverage described in the current hardware warranty. Hardware Maintenance warranty coverage starts at the beginning of the Hardware Maintenance Term and continues throughout the Hardware Maintenance Term and as long the Agency continues to pay the required annual fees for Hardware Maintenance.
 - 4.1. **Hardware Maintenance Termination.** If an invoice for Hardware Maintenance is more than 30 days past due Axon may terminate Hardware Maintenance. Axon will provide notification that Hardware Maintenance coverage is terminated. Once Hardware Maintenance coverage is terminated for any reason, then:
 - 4.1.1. Hardware Maintenance coverage will terminate as of the date of termination and no refunds will be given.
 - 4.1.2. Axon will not, and has no obligation to, provide future support or services for the hardware covered by Axon Interview Room Hardware Maintenance.
- 5 **Support.** Axon will provide remote customer service for troubleshooting hardware issues. In the event Axon deems it necessary, and at Axon's sole discretion, Axon will provide an on-site technician for support.

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- 6** **Axon Interview Unlimited.** For use of an Axon Interview Room Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Interview Room unlimited storage only if the data originates from Axon Interview Room hardware.

®, ® AXON, Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.