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## Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (**Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and the COUNTY OF TULARE, a political subdivision of the State of California (**COUNTY, Party or collectively Parties**) having its place of business at 2800 W. Burrel Avenue, Visalia, CA 93291, is entered into as of December 15, 2018.

This Agreement shall replace and supersede the following previous agreements between the County and Axon commencing December 15, 2018: Agreement Nos. 27468, 27469, and 27470 (effective January 15, 2016 through January 15, 2021).

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 Exhibit (**Quote**) hereby incorporated as **Exhibit G** to this Agreement. This Agreement also details a proposed system design in the Statement of Work & Configuration document hereby incorporated as **Exhibit H** to this Agreement. In consideration of this Agreement, the Parties agree as follows:

1 **Term.** This Agreement becomes effective as of December 15, 2018 and expires at 11:59 PM on December 15, 2023 and will remain in full force and effect until terminated by either Party. The COUNTY may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. 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.

**"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 and is attached as Exhibit G to this Agreement. Any terms and conditions contained within the COUNTY'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.

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

- 3 **Payment Terms.** Axon invoices upon shipment, unless otherwise specified in the Quote. 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 COUNTY is responsible for all collection and attorneys' fees. In the event the COUNTY chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.
- 4 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase and ship-to location, the COUNTY is 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 Shipping Point via common carrier and title and risk of loss pass to the COUNTY upon delivery to the common carrier by Axon. The COUNTY is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The COUNTY 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 COUNTY receives a Nonconforming Product, the COUNTY'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, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the COUNTY should contact the manufacturer. 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 to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the

use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) 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) to any Axon Product whose 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](http://www.axon.com/support) or [www.evidence.com](http://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 COUNTY'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 COUNTY's property and the replaced item becomes Axon's property.

**8 Product Warnings.** See Axon's website at [www.axon.com/legal](http://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 COUNTY or to make the same change to products and services previously purchased.

**10 Insurance.** Prior to approval of this Agreement by the COUNTY, Axon shall file with the Clerk of the

Board of Supervisors evidence of required insurance as set forth in Exhibit J attached, which outlines the minimum scope, specifications and limits of insurance required under this contract. Additional insured endorsements required as outlined in Exhibit J shall not be used to reduce limits available to County as an additional insured from the Axon's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

## **11 Indemnification and Defense.**

**11.1** To the fullest extent permitted by law, AXON must indemnify, defend (at AXON'S sole cost and expense and with legal counsel approved by COUNTY, which approval may not be unreasonably withheld), protect and hold harmless COUNTY, all subsidiaries, divisions and affiliated agencies of COUNTY, and all of their representatives, partners, designees, officers, directors, employees, consultants, agents, successors and assigns, (each, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional expert or consultants' fees and costs and COUNTY general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise out of, pertain to, or relate (directly or indirectly) to the negligence, recklessness, or misconduct of AXON with respect to any work performed or services provided under this Agreement (including, without limitation, the acts, errors and/or omissions of AXON, its principals, officers, agents, employees, vendors, suppliers, consultants, sub-consultants, contractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them). AXON'S obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an Indemnified Party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an Indemnified Party, then AXON'S indemnification obligation shall be reduced in proportion to the established comparative liability.

**11.2** The duty to defend is a separate and distinct obligation from AXON'S duty to indemnify. AXON shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, the Indemnified Parties immediately upon tender to AXON of the Claim in any form or at any stage of an action or proceeding, whether or not liability is established. Payment to AXON by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party cannot be a condition precedent to enforcing the Indemnified Party's rights to indemnification under this Agreement. An allegation or determination that persons other than AXON are responsible for the Claim does not relieve AXON from its separate and distinct obligation to defend under this section. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if AXON asserts that liability is caused in whole or in part by the negligence or willful misconduct of an Indemnified Party. If it is finally adjudicated that liability was caused by the comparative active negligence or willful misconduct of an Indemnified Party, then AXON may submit a claim to the COUNTY for

reimbursement of reasonable attorneys' fees and defense costs in proportion to the established comparative liability of the Indemnified Party. AXON'S indemnification obligations under this Agreement will survive the expiration or earlier termination of this Agreement until action against the Indemnified Parties for the matter indemnified is fully and finally barred by the applicable statute of limitations or statute of repose. AXON'S liability for indemnification under this Agreement is in addition to any liability AXON may have to COUNTY for a breach by AXON of any of the provisions of this Agreement. Under no circumstances may the insurance requirements and limits set forth in this Agreement be construed to limit AXON'S indemnification obligation or other liability under this Agreement. The terms of this Agreement are contractual and the result of negotiation between the Parties.

**11.3** AXON must indemnify and hold COUNTY harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses, for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by COUNTY, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

**12** Axon will indemnify and defend the COUNTY's officers, directors, and employees (**COUNTY Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an COUNTY Indemnatee 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 COUNTY or claims that fall under Workers Compensation coverage.

**13** **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.

**14** **IP Indemnification.** Axon will defend, indemnify, and hold the COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY that are otherwise provided in or arise out of this Agreement.

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

**16** **Termination.**

**16.1 Without Cause.** County may terminate this Agreement without cause by giving thirty (30) days' prior written notice to AXON of its intention to terminate under this provision, specifying the date of termination. COUNTY will pay to AXON the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of any compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from AXON of all plans, specifications and estimates, and other documents prepared by AXON for the COUNTY's sole and exclusive use in accordance with this Agreement. COUNTY will not impose sanctions on AXON under these circumstances.

**16.2 With Cause.** Either party may terminate this Agreement immediately, by written notice to the other Party, should the other Party:

**16.2.1** Be adjudged a bankrupt, or

**16.2.2** Become insolvent or have a receiver appointed, or

**16.2.3** Make a general assignment for the benefit of creditors, or

**16.2.4** Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this Agreement, or

**16.2.5** Materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

**16.2.6** Material misrepresentation, either by AXON or anyone acting on AXON's behalf, as to any matter related in any way to COUNTY's retention of AXON, or

**16.2.7** Other misconduct or circumstances that, in the sole discretion of COUNTY, either impairs the ability of AXON to competently provide the services under this Agreement, or exposes COUNTY to unreasonable risk of liability.

For any occurrences except item (5) above, termination may be effected upon written notice by the terminating Party specifying the date of the termination. If AXON fails to perform according to the terms and conditions of this Agreement, then COUNTY may, in addition to any other remedy it may have, issue a declaration of default after 30 days written notice to AXON. Upon a material breach, the Agreement may be terminated after the failure of the defaulting Party to remedy the breach to the satisfaction of the non-defaulting Party within 14 days of written notice specifying the breach. If the breach is not remedied within that 5-day period, then the non-defaulting Party may



terminate this Agreement on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5-day period, then the defaulting Party may submit a written proposal within that period which sets forth a specific means to resolve the default. If the nondefaulting Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the defaulting Party must immediately embark on its plan to cure the default or breach. If the default or breach is not cured within the time agreed, then the non-defaulting Party may terminate this Agreement upon written notice specifying the date of termination.

COUNTY will pay to AXON the compensation earned for work satisfactorily performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from AXON of all plans, specifications and estimates, and other documents prepared by AXON for the County's sole and exclusive use by the date of termination in accordance with this Agreement. COUNTY will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If COUNTY terminates this Agreement for cause and the expense of finishing AXON'S scope of work exceeds the unpaid balance of the Agreement, then AXON must pay the difference to COUNTY. COUNTY may impose sanctions under these circumstances, which may include possible rejection of future proposals based on specific causes of AXON'S non-performance.

**16.3 Effects of Termination.** Expiration or termination of this Agreement will not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where COUNTY terminates AXON's services, that termination will not affect any rights of COUNTY to recover damages against AXON. Upon any termination of this Agreement: (a) all COUNTY rights under this Agreement immediately terminate; (b) the COUNTY remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and COUNTY Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on COUNTY Owns COUNTY 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 COUNTY purchases Products for a value less than the Manufacturer's Suggested Retail Price (MSRP) and this Agreement is terminated before the end of the term then (a) the COUNTY 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. For bundled Products, the MSRP is the value of all standalone components of the bundle.

**16.4 Suspension of Performance.** Independent of any right to terminate this Agreement, the authorized representative of the COUNTY department or agency for which AXON's services are to be performed, may immediately suspend performance by AXON, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by AXON to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

## **17 General.**

**17.1 General Agreement Terms and Conditions.** COUNTY's "General Agreement Terms and

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Conditions" are hereby incorporated as Exhibit I to this Agreement.

- 17.2 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 COUNTY is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, COUNTY will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.
- 17.3 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.
- 17.4 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.
- 17.5 Proprietary Information.** The COUNTY 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 COUNTY will not directly or indirectly cause any proprietary rights to be violated.
- 17.6 Independent Contractor Status.** The Parties enter into this Agreement with the express understanding that AXON will perform all services required under this Agreement as an independent contractor. The Parties agree that the AXON and any of its agents, employees, or officers cannot be considered agents, employees, or officers of COUNTY.

AXON agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of COUNTY. Subject to any performance criteria contained in this Agreement, AXON will be solely responsible for determining the means and methods of performing the specified services and COUNTY will have no right to control or exercise any supervision over CONTRACTOR as to how the AXON will perform the services. As AXON is not COUNTY'S employee, AXON is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

- (1) Withhold FICA (Social Security) from AXON'S payments.
- (2) Make state or federal unemployment insurance contributions on AXON'S behalf.
- (3) Withhold state or federal income tax from payments to AXON.
- (4) Make disability insurance contributions on behalf of AXON.



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(5) Obtain unemployment compensation insurance on behalf of AXON.

Notwithstanding this independent contractor relationship, COUNTY will have the right to monitor and evaluate the performance of AXON to assure compliance with this Agreement.

- 17.7 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.
- 17.8 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.
- 17.9 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 COUNTY 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 COUNTY 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.
- 17.10 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.
- 17.11 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 upon 30 days advance notice to the COUNTY with its intent to assign (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 an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 17.12 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.
- 17.13 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.

**17.14 Governing Law; Venue.** The laws of the state where the COUNTY 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.

**17.15 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 COUNTY'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.

**COUNTY:** County of Tulare  
Attn: CAO  
2800 W. Burrell Ave  
Visalia, CA 93291  
Phone No.: (559) 636-5005

**WITH A COPY TO:** Tulare County Sheriff's Office  
Attn: Terrie Saenz, Fiscal Manager  
833 S. Akers Street  
Visalia, CA 93277  
Phone No.: (559) 802-9400  
[tlsaenz@co.tulare.ca.us](mailto:tlsaenz@co.tulare.ca.us)

**AXON:** Axon Enterprise, Inc.  
Attn: Contracts  
17800 N. 85th Street  
Scottsdale, Arizona 85255  
Phone No.: 480-905-2000  
[contracts@axon.com](mailto:contracts@axon.com)

**17.16 Entire Agreement.** This Agreement, including the Appendices attached hereto, 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. In the event of a conflict between the terms of any document comprising this Agreement, the order of precedence for resolving any conflict shall be:

- 17.16.1** This Agreement;
- 17.16.2** Evidence.com Terms of Use- Exhibit A;
- 17.16.3** Technology Assurance Plan- Exhibit B;
- 17.16.4** Axon Interview Room- Exhibit C;
- 17.16.5** Axon Fleet- Exhibit D;
- 17.16.6** Signal Sidearm- Exhibit E;
- 17.16.7** Unlimited Cartridge Plan- Exhibit F
- 17.16.8** AXON Quote- Exhibit G;
- 17.16.9** Statement of Work and Configuration- Exhibit H;
- 17.16.10** COUNTY's General Agreement Terms and Conditions- Exhibit I;
- 17.16.11** Professional Services Contracts Insurance Requirements- Exhibit J.



**17.17 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.

The Parties hereto have caused this Agreement to be duly executed. Each Party, having read and considered the above provisions, 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: [Signature]  
Name: Robert Driscoll  
Title: VP, Associate General Counsel  
Date: October 29, 2018

**Axon Enterprise, Inc.**

Signature: [Signature]  
Name: Isaiah Fields  
Title: General Counsel/Assistant Secretary  
Date: October 29, 2018

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**Tulare County Sheriff's Office**

Signature: [Signature]  
Name: Mike Boudreaux  
Title: Tulare County Sheriff-Coroner  
Date: \_\_\_\_\_

**County of Tulare**

Signature: \_\_\_\_\_  
Name: J. Steven Worthley, Chairman  
Title: Tulare County Board of Supervisors  
Date: \_\_\_\_\_

ATTEST: JASON T. BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Approved as to Form  
County Counsel

By [Signature] 10/30/18  
Deputy

Matter # 20181064

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## Evidence.com Terms of Use

### Exhibit A

**1     Evidence.com Subscription Term.** The Evidence.com Subscription Term 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. "COUNTY Content"** means software, data, text, audio, video, images or other COUNTY content or any of the COUNTY'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 COUNTY account or otherwise transfer, process, use or store in connection with the COUNTY account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the COUNTY will have access and use of the Evidence.com Service for the storage and management of COUNTY Content during the Evidence.com Subscription 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 COUNTY becomes aware of any violation of this Agreement by an end user, the COUNTY will immediately terminate that end user's access to COUNTY Content and the Evidence.com Services. For Evidence.com Lite licenses, the COUNTY 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     COUNTY Owns COUNTY Content.** The COUNTY controls and owns all right, title, and interest in and to COUNTY Content and except as otherwise outlined herein, Axon obtains no interest in the COUNTY Content, and the COUNTY Content are not business records of Axon. The COUNTY is solely responsible for the uploading, sharing, withdrawal, management and deletion of COUNTY Content. Axon will have limited access to COUNTY Content solely for providing and supporting the Evidence.com Service to the COUNTY and COUNTY end users. The COUNTY represents that the COUNTY owns COUNTY Content; and that none of COUNTY Content or COUNTY end users' use of COUNTY 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 COUNTY 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 COUNTY is responsible for maintaining the security of end user names and passwords



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and taking steps to maintain appropriate security and access by end users to COUNTY Content. Login credentials are for COUNTY internal use only and COUNTY may not sell, transfer, or sublicense them to any other entity or person. The COUNTY agrees to be responsible for all activities undertaken by the COUNTY, COUNTY employees, COUNTY contractors or agents, and COUNTY end users that result in unauthorized access to the COUNTY account or COUNTY 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 COUNTY at any time. The COUNTY shall contact Axon immediately if an unauthorized third party may be using the COUNTY account or COUNTY 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. The COUNTY is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

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

**6. Data Privacy.** Axon will not disclose COUNTY Content or any information about the COUNTY 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 COUNTY Content so the COUNTY may file an objection with the court or administrative body. The COUNTY agrees to allow Axon access to certain information from the COUNTY 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 COUNTY Content will be stored and accessible by COUNTY end users. For United States customers, Axon will ensure that all COUNTY 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 COUNTY Content to third parties for the purpose of storage of COUNTY Content. Third party subcontractors responsible for storage of COUNTY Content are contracted by Axon for data storage services. Ownership of COUNTY Content remains with the COUNTY.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the COUNTY'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 COUNTY Content. Axon may place into archival storage any data stored in the COUNTY's

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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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY 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 COUNTY nor any COUNTY 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 COUNTY does not comply with any term or condition of this Agreement. The COUNTY may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at [www.axon.com](http://www.axon.com)).



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- 11 **After Termination.** Axon will not delete any COUNTY Content as a result of a termination during a period of 90 days following termination. During this 90-day period the COUNTY may retrieve COUNTY 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 COUNTY Content). The COUNTY will not incur any additional fees if COUNTY Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any COUNTY Content after this 90-day period and will thereafter, unless legally prohibited delete all of COUNTY Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all COUNTY Content has been successfully deleted and fully removed from the Evidence.com Services.
- 12 **Post-Termination Assistance.** Axon will provide COUNTY 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 COUNTY 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.

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## Technology Assurance Plan Exhibit B

The Technology Assurance Plan ("TAP") is an optional plan the COUNTY may purchase. If TAP is included on the Quote, this TAP Exhibit applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the COUNTY continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** 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 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the COUNTY location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The COUNTY must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that 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 Axon's sole option.
- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one Axon brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the COUNTY may choose to receive the CEW, battery and holster by providing a \$0 purchase order. At the time elected to receive the CEW, the COUNTY may choose from any CEW model available as of the Effective Date of this Agreement. If the OSP is terminated before the end of the term and the COUNTY did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the COUNTY received a CEW, battery and/or holster then (a) the COUNTY will be invoiced for the remainder of the MSRP for the

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Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the COUNTY must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the COUNTY does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the COUNTY.
- 6 **TAP for Axon Body Worn Cameras.** If the COUNTY purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the COUNTY with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the COUNTY purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the COUNTY with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
- 6.1. **TAP as a stand-alone.** If the COUNTY purchased TAP for Axon cameras as a stand-alone service, then Axon 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 Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the COUNTY would like to change product models for the Body Worn Upgrade Model, then the COUNTY must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.
- 6.2. **OSP or Unlimited TAP.** If the COUNTY purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the COUNTY's choice.
- 7 **TAP Dock Upgrade Models.** If the COUNTY purchased TAP for the Axon Docks, or if the COUNTY purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the COUNTY purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the COUNTY purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the COUNTY would like to change product models for the Dock Upgrade Model or add additional bays, then the COUNTY must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.
- 8 **TAP Termination.** If an invoice for TAP is more than 30 days past due or the COUNTY defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is

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terminated. Once TAP coverage is terminated for any reason, then:

- 8.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 8.2.** Axon will not and has no obligation to provide the free upgrades.
- 8.3.** The COUNTY will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 8.4.** The COUNTY will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

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## Axon Interview Room Exhibit C

If Axon Interview Room is included on the Quote, this Axon Interview Room Exhibit 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 Agreement as Exhibit H, 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 COUNTY 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 COUNTY'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 COUNTY 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 COUNTY 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

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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.

**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.



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## Axon Fleet Exhibit D

If Axon Fleet is included on the Quote, this Axon Fleet Exhibit applies.

- 1 **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) 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 Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2 **COUNTY Responsibilities.** The COUNTY is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the COUNTY's facility and/or in Axon's technical qualifying questions. The Quote is based upon the COUNTY's accurate representation of its infrastructure. Any inaccuracies the COUNTY provides to Axon regarding the COUNTY's infrastructure and vehicles may subject the Quote to change.
- 3 **CradlePoint.** If the COUNTY purchases CradlePoint Enterprise Cloud Manager, the COUNTY is responsible for complying with the CradlePoint end user license agreement. The COUNTY acknowledges that the term of the CradlePoint license may differ from the term of the Evidence.com license. The COUNTY further acknowledges that CradlePoint installation services are not within the scope of this Agreement. All CradlePoint hardware is warranted under CradlePoint's manufacturer's warranty. In the event that the COUNTY requires support for its CradlePoint hardware, the COUNTY will contact CradlePoint directly.
- 4 **Statement of Work.** If the COUNTY has purchased installation services for Axon Fleet, the Statement of Work (**Fleet SOW**), attached to this Agreement as Exhibit H, will detail Axon's deliverables to the COUNTY with respect to the installation of Axon Fleet and any related hardware. Axon is responsible to perform only the services described in this Fleet SOW. Any additional services discussed or implied that are not defined explicitly by the Fleet SOW will be considered out of the scope. Axon may subcontract any part of the Fleet SOW to a qualified subcontractor.
- 5 **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.
  - 5.1. If the COUNTY chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
  - 5.2. Additional charges for Axon services may apply in the event Axon is required to (a)

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replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support; or (c) send Axon personnel to the COUNTY's site to replace hardware damaged by a Third Party Installer.

- 5.3. If COUNTY utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

## 6 **Fleet Wireless Offload Service.**

- 6.1. **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
- 6.2. **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
- 6.3. **License Restrictions.** The COUNTY may not use Fleet WOS in any manner or for any purpose other than as expressly permitted by this Agreement. The COUNTY may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the COUNTY does not comply with any term or condition of this Agreement.
- 6.4. **Updates.** If the COUNTY purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the COUNTY's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The COUNTY is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.
- 6.5. **Fleet WOS Support.** If the COUNTY has purchased Fleet WiFi Services, upon request by Axon, the COUNTY will provide Axon with access to the COUNTY's store and forward servers for the sole purpose of troubleshooting and maintenance.

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

- 8 **Axon Fleet Unlimited.** Axon Fleet Unlimited is a 5-year term. If the COUNTY purchases Axon

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Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon will also provide the COUNTY with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option (**Axon Fleet Upgrade Model**) 5 years after the start of the Axon Fleet Subscription. The COUNTY may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the COUNTY would like to change product models for the Axon Fleet Upgrade Model, then the COUNTY must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The COUNTY will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

- 9 **Fleet Unlimited Termination.** If an invoice for Axon Fleet Unlimited is more than 30 days past due or the COUNTY defaults on its payments for the Evidence.com Services then Axon may terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:
- 9.1. Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
  - 9.3. The COUNTY will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. 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.
  - 9.4. The COUNTY will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

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## Signal Sidearm Exhibit E

Signal Sidearm is an optional purchase the COUNTY may make. If Signal Sidearm is included on the Quote, this Signal Sidearm Exhibit applies.

**1**     **Signal Sidearm Term.** The Signal Sidearm start date is based upon the shipment date of Signal Sidearm. If the shipment of the hardware occurred in the first half of the month, then the Signal Sidearm Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Signal Sidearm Term starts on the 15th of the following month. The Signal Sidearm Term length is 30 months from date of shipment.

**2**     **Signal Sidearm Warranty Coverage.** The Signal Sidearm includes the extended warranty coverage described in the current hardware warranty. Signal Sidearm warranty coverage starts at the end of the Hardware Limited Warranty term and continues for the Signal Sidearm Term.

Axon will provide the COUNTY with two extra batteries for each Signal Sidearm unit upon the initial shipment. In the event the COUNTY needs additional batteries during the Signal Sidearm Term, the COUNTY may request the batteries through Axon's RMA process.

**3**     **Spare Product.** Axon will provide a predetermined number of spare Signal Sidearm units for those hardware items and accessories listed in the Quote (**Spare Signal Sidearm Units**) to keep at the COUNTY location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The COUNTY must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Signal Sidearm Units is utilized, and Axon will repair the non-functioning unit or replace with a replacement product. Axon warrants it will repair or replace the unit that fails to function for any reason not excluded by the warranty coverage, during the Signal Sidearm Term with the same product or a like product, at Axon's sole option.

**4**     **Signal Sidearm Termination.** If an invoice for Signal Sidearm is more than 30 days past due or the COUNTY defaults on its payments for the Evidence.com services then Axon may terminate Signal Sidearm. Once Signal Sidearm coverage is terminated for any reason, then:

**4.1.**   If Signal Sidearm is terminated before the end of the term, then (a) the COUNTY will be invoiced for the remainder of the MSRP for the Signal Sidearm products received and not already paid as part of the Signal Sidearm before the termination date; or (b) only in the case of termination for non-appropriations, return the Signal Sidearm products to Axon within 30 days of the date of termination.

**4.2.**   Signal Sidearm warranty coverage, as well as the third party holster warranty coverage, will terminate as of the date of termination and no refunds will be given.

**4.3.**   The COUNTY will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Signal Sidearm Units provided by Axon. If the Spare Signal Sidearm Units are returned within 30 days of the Spare Signal Sidearm Units invoice date, credit will be issued and applied against the Spare Signal Sidearm Units invoice.

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## Unlimited Cartridge Plan

### Exhibit F

In the initial delivery of the Unlimited Cartridge Plan (UCP), and each year thereafter, Agency will receive 3 training cartridges. For the initial delivery of duty cartridges, X26 users will receive 2 duty cartridges, while X2 users will receive 3 duty cartridges. One PPM battery per user will be delivered to the Agency in Year 3 of this Agreement, unless otherwise requested.

1. **UCP Term.** The UCP Term start date is based upon the ship date of the initial delivery (Start Date) The UCP Term will end 5 years after the Start Date.
2. **UCP Requirements.** In order to make a purchase under the UCP, the Agency must purchase the UCP for each TASER Conducted Electrical Weapon (CEW) user. A CEW user includes an officer that uses a CEW in the line of duty, as well as officers that only use a CEW for training purposes. The Agency may not resell cartridges or batteries received under the UCP. Agency may only request additional PPMs and duty cartridges as PPMs and duty cartridges are consumed in the line of duty. Upon reasonable notice, Axon may audit the Agency's use of force records if the Agency is ordering more cartridges or batteries than is customary compared to an Agency of similar size. In the event the audit determines the Agency's use of force records do not support the Agency's reported cartridge and battery use, the Agency will pay the MSRP of each cartridge and battery delivered to the Agency beyond what was supported by the Agency's use of force records.
3. **Payment Terms.** Axon invoices for the UCP on an annual basis. Agency will be invoiced upon the Start Date and then upon the anniversary of the Start Date for the remainder of the Term. Invoices are due to be paid within 30 days of the date of invoice.

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**EXHIBIT I**  
**COUNTY OF TULARE**  
**GENERAL AGREEMENT TERMS AND CONDITIONS**  
(Form revision approved 01/01/2018)

- 1. Payment does not imply acceptance of work.** AXON is not entitled to any payments from COUNTY until the County Department for which services are provided under the Agreement approves services, including any furnished deliverables, as satisfying all of the requirements of this Agreement. Payments to AXON by COUNTY shall not excuse AXON from its obligation to replace unsatisfactory deliverables, including equipment, components, materials, or services even if the unsatisfactory character of such deliverables, equipment, components, materials, or services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and services that do not conform to the requirements of this Agreement may be rejected by COUNTY and in such case must be replaced by AXON without delay and at no cost to the COUNTY.
- 2. Disallowance.** If AXON requests or receives payment from COUNTY for services hereunder, reimbursement for which is later disallowed by the State of California or United States Government, AXON shall promptly refund the disallowed amount to COUNTY upon COUNTY'S request. At its option, COUNTY may offset the amount disallowed from any payment due or to become due to AXON under this Agreement or any other Agreement between AXON and COUNTY. AXON'S obligations under this section 2 will survive the expiration or termination of this Agreement.
- 3. Liability of County.** COUNTY'S payment obligations under this Agreement shall be limited to the payment of the compensation provided for in section 3, "PAYMENT FOR SERVICES," of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall COUNTY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- 4. Qualified Personnel.** AXON shall utilize only competent personnel under the supervision of, and in the employment of, AXON (or AXON'S authorized subcontractors) to perform the services. AXON will comply with COUNTY'S reasonable requests regarding assignment and/or removal of personnel, but all personnel, including those assigned at COUNTY'S request, must be supervised by AXON. AXON shall commit adequate resources to allow timely completion within the project schedule specified in this Agreement.
- 5. Compliance with Law.** AXON must provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to AXON'S employees, AXON must comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
- 6. Licenses and Permits.** AXON represents and warrants that it possesses and will maintain during the term of this Agreement all licenses and permits required for its performance of the services required under this Agreement.



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**7. Records and Audit.** AXON must maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, AXON must maintain complete and accurate records with respect to any payments to employees or subcontractors. All of the records must be prepared in accordance with generally accepted accounting procedures, must be clearly identified, and must be kept readily accessible. Upon request, AXON must make the records available within Tulare County to the Auditor of Tulare County and to his or her agents and representatives, for the purpose of auditing and/or copying the records for a period of five (5) years from the date of final payment under this Agreement.

**8. Conflict of Interest.**

(a) At all times during the performance of this Agreement, AXON must comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to, Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including AXON for this purpose, from making any decision on behalf of COUNTY in which the officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision that has the potential to confer any pecuniary benefit on AXON or any business firm in which AXON has an interest, with certain narrow exceptions.

(b) AXON agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform COUNTY and provide all information needed for resolution of this question.

**9. Loss of Funding.** It is understood and agreed that if COUNTY'S funding is either discontinued or reduced for the services to be provided hereunder, then COUNTY will have the right to terminate this Agreement under section 13 (a) ("Termination Without Cause") as of the end of the term for which funds are appropriated. Such termination shall be without penalty, liability, or expense to COUNTY of any kind, provided that COUNTY shall pay AXON in accordance with section 13 (a) for services satisfactorily performed prior to the date of such termination and to the extent funds have been appropriated for such payment.

**10. Submitting False Claims: Monetary Penalties.** Under applicable federal and state law, if AXON submits a false claim to COUNTY under this Agreement, then AXON will be liable to COUNTY for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONTRACTOR will be deemed to have submitted a false claim to COUNTY if AXON:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY by getting a false claim allowed or paid by COUNTY;
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY; or

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- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

**11. Form DE-542.** If AXON is an individual, AXON acknowledges that this Agreement is subject to filing obligations under Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include AXON'S full name, social security number, address, the date this Agreement was executed, the total amount of the Agreement, its expiration date or whether it is ongoing. AXON agrees to cooperate with COUNTY to make that information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY'S option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

**12. Works for Hire.** AXON acknowledges that all work(s) under this Agreement are "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COUNTY all rights and interests AXON may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by AXON in performance of this Agreement for COUNTY will be the sole property of COUNTY, and AXON hereby assigns and transfers all its right, title, and interest therein to COUNTY. AXON will execute all necessary documents to enable COUNTY to protect COUNTY'S intellectual property rights under this section.

**13. Work Product.** All work product, equipment, or materials created for COUNTY or purchased by COUNTY under this Agreement belong to COUNTY and AXON must immediately deliver them to COUNTY at COUNTY'S request upon termination or completion of this Agreement.

**14. Time of Essence.** The Parties agree that time is of the essence under this Agreement, unless they agree otherwise in writing.

**15. Confidentiality.** AXON may not use or disclose any information it receives from COUNTY under this Agreement that COUNTY has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by COUNTY. Unless required to do so by law, including, but not limited to, the Ralph M. Brown Act or the California Public Records Act, COUNTY may not disclose to third parties any information it receives from AXON that AXON has previously identified as confidential. If COUNTY determines that it must disclose any information that AXON previously identified as confidential, then it shall promptly give AXON written notice of its intention to disclose such information and the authority for such disclosure. AXON shall have period of five (5) calendar days thereafter within which to seek a protective court order to prevent such disclosure or to notify COUNTY that it will not seek such an order. COUNTY shall cooperate with AXON in any efforts to seek such a court or- der. COUNTY shall not disclose the information until the five (5) day period has expired without a response from AXON, or AXON has notified COUNTY that it will not seek such an order, or AXON has sought and a court has declined to issue a protective order for such information. If AXON seeks a protective order for such information, AXON shall defend and indemnify COUNTY from any and all loss, injury, or claim arising from COUNTY'S withholding of the information from the requestor. This includes any attorney's fees awarded to the requestor. The duty of COUNTY and AXON to maintain confidentiality of information under this section continues beyond the term of

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this Agreement.

**16. Disputes and Dispute Resolution.** AXON shall continue with its responsibilities under this Agreement during any dispute. If a dispute arises out of or relating to this Agreement, or the breach of the Agreement, and if the dispute cannot be settled through negotiation, then the Parties agree first to try in good faith to settle the dispute by nonbinding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the Parties mutually agree otherwise. The Parties must mutually select the mediator, but in case of disagreement, then the Parties will select the mediator by lot from among two nominations provided by each Party. The Parties will split equally all costs and fees required by the mediator; otherwise each Party will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either Party may pursue litigation to resolve the dispute.

**17. Property Taxes.** Under the terms of California Revenue and Taxation Code section 107.6 (possessory interest tax), AXON'S possession or use of any COUNTY-owned real property under this Agreement may create a "possessory interest" in the real property. If a possessory interest is created, then it may be subject to property taxation and AXON may be subject to the payment of property taxes on that possessory interest.

**18. Further Assurances.** Each Party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

**19. Construction.** This Agreement reflects the contributions of all Parties and so the provisions of Civil Code section 1654 will not apply to address and interpret any alleged uncertainty or ambiguity.

**20. Headings.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

**21. Conflict with Laws or Regulations/Severability.** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the Parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either Party is lost, then the Agreement may be terminated at the option of the affected Party. In all other cases, the remainder of the Agreement will continue in full force and effect.

**22. Drug-Free Workplace Policy.** AXON acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on COUNTY premises. AXON agrees that any violation of this prohibition by AXON, its employees, agents, or assigns will be deemed a material breach of this Agreement.

**23. Recycled Paper Content.** To the extent AXON'S services under this Agreement include printing services, pursuant to Public Contract Code section 22153 AXON shall use paper that meets the recycled content requirements of Public Contract Code section 12209.

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## EXHIBIT J

### PROFESSIONAL SERVICES CONTRACTS

### INSURANCE REQUIREMENTS

Axon shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by Axon, its agents, representatives, employees and subcontractors, if applicable.

**A. Minimum Scope & Limits of Insurance.**

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Technology Professional Liability (Errors and Omissions) Insurance appropriate to AXON's profession and work hereunder, with limits no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by AXON in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, copyright, trademark, trade dress, invasion of privacy violations, information theft, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, credit monitoring expenses with limits sufficient to respond to these obligations.
  - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the COUNTY may be endorsed onto AXON's Cyber Liability Policy as covered property as follows:
  - b. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of COUNTY that will be in the care, custody, or control of AXON.

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**B. Specific Provisions of the Certificate.**

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. AXON must submit endorsements to the General Liability reflecting the following provisions:
  - a. The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of AXON; or automobiles owned, leased, hired or borrowed by AXON.
  - b. For any claims related to this project, AXON' s insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of AXON' s insurance and shall not contribute with it.
  - c. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except with written notice to the COUNTY.
  - d. AXON hereby grants to COUNTY a waiver of any right to subrogation which any insurer of AXON may acquire against the county by virtue of the payment of any loss under such insurance. AXON agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by AXON, its employees, agents and subcontractors. AXON waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

**C. Deductibles and Self-Insured Retentions.**

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

**D. Acceptability of Insurance.**

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

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E. **Verification of Coverage.**

Prior to approval of this Agreement by the COUNTY, AXON shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

Rev. 5-18



# EXHIBIT G



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

**Q-156899-43382.779MH**

**Issued: 10/09/2018**



**Quote Expiration: 12/14/2018**

**Account Number: 109101**

**Start Date: 12/15/2018**

**Payment Terms: Net 30**

**Delivery Method: Fedex - Ground**

## SALES REPRESENTATIVE

Megan Hardisty  
Phone: 480-253-7854  
Email: mhardisty@axon.com  
Fax:

## PRIMARY CONTACT

Sarah Isch  
Phone: (559) 802-9467  
Email: sisch@co.tulare.ca.us

## SHIP TO

Sarah Isch  
Tulare County Sheriff's Office - CA  
833 South Akers Street  
Visalia, CA 93277  
US

## BILL TO

Tulare County Sheriff's Office - CA  
833 South Akers Street  
Visalia, CA 93277  
US

## Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	200	1,188.00	1,175.50	235,100.00
85110	EVIDENCE.COM INCLUDED STORAGE	8,000	0.00	0.00	0.00
85115	OFFICER SAFETY PLAN CEW TRUE UP PAYMENT	200	720.00	720.00	144,000.00
	Subtotal				379,100.00
	Estimated Shipping				0.00
	Estimated Tax				32,223.50
	Total				411,323.50

## Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80075	OSP BWC & CEW BUNDLE: YEAR 1 PAYMENT	65	1,188.00	1,188.00	77,220.00
85110	EVIDENCE.COM INCLUDED STORAGE	2,600	0.00	0.00	0.00
<b>Hardware</b>					
22002	HANDLE, BLACK, CLASS III, X2	65	0.00	0.00	0.00
22014	WARRANTY, 4 YEAR, X2	65	0.00	0.00	0.00
70116	PPM, SIGNAL	65	0.00	0.00	0.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	50	0.00	0.00	0.00

## Year 1 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
22504	HOLSTER, BLACKHAWK, LEFT, X2, 44HT01BK-L-B	15	0.00	0.00	0.00
				Subtotal	77,220.00
				Estimated Tax	6,563.70
				Total	83,783.70

## Year 1

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	25	336.00	0.00	0.00
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	150	948.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE	6,000	0.00	0.00	0.00
85700	TASER 60 YEAR 1 PAYMENT: X2 UNLIMITED	85	458.00	13.42	1,140.70
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	150	499.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	150	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	150	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	150	0.00	0.00	0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	25	42.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	25	1,495.00	0.00	0.00
80137	TASER 60 X2 UNLIMITED	85	0.00	0.00	0.00
22002	HANDLE, BLACK, CLASS III, X2	85	0.00	0.00	0.00
70116	PPM, SIGNAL	85	0.00	0.00	0.00
22501	HOLSTER, BLACKHAWK, RIGHT, X2, 44HT01BK-R-B	85	0.00	0.00	0.00
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	255	0.00	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	255	0.00	0.00	0.00
				Subtotal	1,140.70
				Estimated Tax	96.96
				Total	1,237.66

## Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware</b>					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	4	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	4	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	4	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	4	0.00	0.00	0.00
80137	TASER 60 X2 UNLIMITED	1	0.00	0.00	0.00
70116	PPM, SIGNAL	1	0.00	0.00	0.00
22002	HANDLE, BLACK, CLASS III, X2	1	1,170.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

## Year 1 - Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
50055	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 1 PAYMENT	2	1,188.00	0.00	0.00
50070	AXON TOUCH PANEL SOFTWARE	1	1,500.00	0.00	0.00
50071	AXON STREAMING SERVER LICENSE (PER SERVER)	2	1,750.00	0.00	0.00
<b>Hardware</b>					
50112	AXIS VANDAL RESISTANT IP DOME CAMERA 3364-V	2	940.00	0.00	0.00
50118	LOUROE MICROPHONE (POE)	2	195.00	0.00	0.00
50124	HP SWITCH - 24PORT GIGABIT POE MANAGED SWITCH	1	1,304.35	0.00	0.00
50144	RECORDING SERVER - Windows 2012 R2 64 bit - 2U Xeon (4-core)	2	4,405.00	0.00	0.00
50127	POS-X TOUCHPANEL W/ 8GB RAM, 500GB SSD HD	1	2,600.00	0.00	0.00
74062	INTERVIEW ROOM 5 YR EXTENDED WARRANTY	1	248.20	0.00	0.00

## Year 1 - Interview Room (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
74056	TOUCH PANEL WALL MOUNT	1	64.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 1 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	100	1,548.00	1,548.00	154,800.00
<b>Hardware</b>					
71079	CAMERA SYSTEM, FRONT, FLEET 2	100	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	100	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	100	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	100	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	100	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	100	0.00	0.00	0.00
71084	JUNCTION BOX, FLEET 2	100	65.00	65.00	6,500.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	100	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	200	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	200	0.00	0.00	0.00
74027	Axon Fleet Dongle	100	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	100	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	100	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	100	0.00	0.00	0.00
80189	5 YEAR TAP, FLEET 2 JUNCTION BOX	100	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	100	0.00	0.00	0.00
71023	FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	100	15.00	15.00	1,500.00
71079	CAMERA SYSTEM, FRONT, FLEET 2	3	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	3	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	3	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	3	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	3	0.00	0.00	0.00

## Year 1 - Fleet (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Hardware (Continued)</b>					
70112	AXON SIGNAL UNIT	3	0.00	0.00	0.00
71084	JUNCTION BOX, FLEET 2	3	65.00	65.00	195.00
71085	CABLE ASSEMBLY, BATTERY BOX TO JUNCTION BOX, FLEET 2	3	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	6	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	6	0.00	0.00	0.00
80189	5 YEAR TAP, FLEET 2 JUNCTION BOX	3	0.00	0.00	0.00
71023	FLEET CABLE ASSEMBLY, BATTERY BOX TO CAMERA	3	15.00	15.00	45.00
<b>Other</b>					
No Router	No Router (Declined)	100	0.00	0.00	0.00
<b>Services</b>					
74063	STANDARD FLEET INSTALLATION (PER VEHICLE)	100	1,200.00	600.00	60,000.00
<b>WiFi Offload</b>					
74074	WI-FI OFFLOAD SERVER HARDWARE	5	3,500.00	3,500.00	17,500.00
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	5	600.00	600.00	3,000.00
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	5	0.00	0.00	0.00
Subtotal					243,540.00
Estimated Tax					15,345.91
Total					258,885.91

## Year 1 - SSA

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
71045	SIGNAL SIDEARM, YEAR 1 PAYMENT	126	120.00	120.00	15,120.00
71045	SIGNAL SIDEARM, YEAR 1 PAYMENT	14	120.00	120.00	1,680.00
<b>Hardware</b>					
75003	SIGNAL SIDEARM, RH HOLSTER, 0794-R	126	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	252	0.00	0.00	0.00
75004	SIGNAL SIDEARM, LH HOLSTER, 0794-L	14	0.00	0.00	0.00
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	28	0.00	0.00	0.00
<b>Other</b>					
71029	SIGNAL SIDEARM, HARDWARE PACK A	126	0.00	0.00	0.00
71029	SIGNAL SIDEARM, HARDWARE PACK A	14	0.00	0.00	0.00
Subtotal					16,800.00
Estimated Tax					1,428.00
Total					18,228.00

## Year 1 - UCP

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88135	UCP SMART - YEAR 1 PAYMENT	315	128.00	128.00	40,320.00
<b>Hardware</b>					
22157	CARTRIDGE, PERFORMANCE, SMART, TRAINING, 25'	945	0.00	0.00	0.00
22151	CARTRIDGE, PERFORMANCE, SMART, 25'	945	0.00	0.00	0.00
Subtotal					40,320.00
Estimated Tax					3,427.20
Total					43,747.20

## Year 2

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	25	336.00	336.00	8,400.00
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	150	948.00	948.00	142,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	6,000	0.00	0.00	0.00
80076	OSP BWC & CEW BUNDLE: YEAR 2 PAYMENT	265	1,188.00	1,188.00	314,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	10,600	0.00	0.00	0.00
85701	TASER 60 YEAR 2 PAYMENT: X2 UNLIMITED	85	458.00	458.00	38,930.00
Subtotal					504,350.00
Estimated Tax					42,869.76
Total					547,219.76

## Year 2 - Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
50056	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 2 PAYMENT	2	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	0.00	0.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	1	300.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00



## Year 2 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	100	1,548.00	1,548.00	154,800.00
WiFi Offload					
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	5	600.00	600.00	3,000.00
Subtotal					157,800.00
Estimated Tax					13,158.00
Total					170,958.00

## Year 2 - SSA

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
71046	SIGNAL SIDEARM, YEAR 2 PAYMENT	14	120.00	120.00	1,680.00
71046	SIGNAL SIDEARM, YEAR 2 PAYMENT	126	120.00	120.00	15,120.00
Subtotal					16,800.00
Estimated Tax					1,428.00
Total					18,228.00

## Year 2 -UCP

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88136	UCP SMART - YEAR 2 PAYMENT	315	128.00	128.00	40,320.00
Subtotal					40,320.00
Estimated Tax					3,427.20
Total					43,747.20

## Year 3

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	25	336.00	336.00	8,400.00
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	150	948.00	948.00	142,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	6,000	0.00	0.00	0.00
80077	OSP BWC & CEW BUNDLE: YEAR 3 PAYMENT	265	1,188.00	1,188.00	314,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	10,600	0.00	0.00	0.00

### Year 3 (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages (Continued)</b>					
85702	TASER 60 YEAR 3 PAYMENT: X2 UNLIMITED	85	458.00	458.00	38,930.00
				Subtotal	504,350.00
				Estimated Tax	42,869.76
				Total	547,219.76

### Year 3 - Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
50057	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 3 PAYMENT	2	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	0.00	0.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	1	300.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

### Year 3 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	100	1,548.00	1,548.00	154,800.00
<b>WiFi Offload</b>					
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	5	600.00	600.00	3,000.00
				Subtotal	157,800.00
				Estimated Tax	13,158.00
				Total	170,958.00

### Year 3 - SSA

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
71048	SIGNAL SIDEARM, YEAR 3 PAYMENT, FULL	14	120.00	120.00	1,680.00
71048	SIGNAL SIDEARM, YEAR 3 PAYMENT, FULL	126	120.00	120.00	15,120.00
				Subtotal	16,800.00
				Estimated Tax	1,428.00
				Total	18,228.00



## Year 3 - UCP

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88137	UCP SMART - YEAR 3 PAYMENT	315	128.00	128.00	40,320.00
				Subtotal	40,320.00
				Estimated Tax	3,427.20
				Total	43,747.20

## Year 4

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	25	336.00	336.00	8,400.00
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	150	948.00	948.00	142,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	6,000	0.00	0.00	0.00
80078	OSP BWC & CEW BUNDLE: YEAR 4 PAYMENT	265	1,188.00	1,188.00	314,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	10,600	0.00	0.00	0.00
85703	TASER 60 YEAR 4 PAYMENT: X2 UNLIMITED	85	458.00	458.00	38,930.00
				Subtotal	504,350.00
				Estimated Tax	42,869.76
				Total	547,219.76

## Year 4 - Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
50058	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 4 PAYMENT	2	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	0.00	0.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	1	300.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 4 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	100	1,548.00	1,548.00	154,800.00

## Year 4 - Fleet (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>WiFi Offload</b>					
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	5	600.00	600.00	3,000.00
				Subtotal	157,800.00
				Estimated Tax	13,158.00
				Total	170,958.00

## Year 4 - SSA

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
71049	SIGNAL SIDEARM, YEAR 4 PAYMENT	14	120.00	120.00	1,680.00
71049	SIGNAL SIDEARM, YEAR 4 PAYMENT	126	120.00	120.00	15,120.00
				Subtotal	16,800.00
				Estimated Tax	1,428.00
				Total	18,228.00

## Year 4 - UCP

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
88138	UCP SMART - YEAR 4 PAYMENT	315	128.00	128.00	40,320.00
				Subtotal	40,320.00
				Estimated Tax	3,427.20
				Total	43,747.20

## Year 5

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	25	336.00	336.00	8,400.00
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	150	948.00	948.00	142,200.00
85110	EVIDENCE.COM INCLUDED STORAGE	6,000	0.00	0.00	0.00
80079	OSP BWC & CEW BUNDLE: YEAR 5 PAYMENT	265	1,188.00	1,188.00	314,820.00
85110	EVIDENCE.COM INCLUDED STORAGE	10,600	0.00	0.00	0.00
85704	TASER 60 YEAR 5 PAYMENT: X2 UNLIMITED	85	458.00	458.00	38,930.00
				Subtotal	504,350.00
				Estimated Tax	42,869.76
				Total	547,219.76

## Year 5 - Interview Room

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
50059	INTERVIEW ROOM UNLIMITED EVIDENCE.COM LICENSE YEAR 5 PAYMENT	2	1,188.00	0.00	0.00
50072	AXON STREAMING SERVER SOFTWARE MAINTENANCE ANNUAL PAYMENT	2	350.00	0.00	0.00
50074	AXON TOUCH PANEL SOFTWARE MAINTENANCE ANNUAL PAYMENT	1	300.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

## Year 5 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	100	1,548.00	1,548.00	154,800.00
<b>WiFi Offload</b>					
74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	5	600.00	600.00	3,000.00
				Subtotal	157,800.00
				Estimated Tax	13,158.00
				Total	170,958.00

## Year 5 - SSA

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
<b>Axon Plans &amp; Packages</b>					
71050	SIGNAL SIDEARM, YEAR 5 PAYMENT	14	120.00	120.00	1,680.00
71050	SIGNAL SIDEARM, YEAR 5 PAYMENT	126	120.00	120.00	15,120.00
				Subtotal	16,800.00
				Estimated Tax	1,428.00
				Total	18,228.00

Year 5 - UCP

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
88139	UCP SMART - YEAR 5 PAYMENT	315	128.00	128.00	40,320.00
				Subtotal	40,320.00
				Estimated Tax	3,427.20
				Total	43,747.20
Grand Total					3,937,817.81



## Discounts (USD)

Quote Expiration: 12/14/2018

List Amount	4,036,711.55
Discounts	401,510.85
<b>Total</b>	<b>3,635,200.70</b>

*\*Total excludes applicable taxes and shipping*

## Summary of Payments

Payment	Amount (USD)
Year 1	411,323.50
Year 1	83,783.70
Year 1	1,237.66
Spares	0.00
Year 1 - Interview Room	0.00
Year 1 - Fleet	258,885.91
Year 1 - SSA	18,228.00
Year 1 - UCP	43,747.20
Year 2	547,219.76
Year 2 - Interview Room	0.00

## Summary of Payments (Continued)

Payment	Amount (USD)
Year 2 - Fleet	170,958.00
Year 2 - SSA	18,228.00
Year 2 -UCP	43,747.20
Year 3	547,219.76
Year 3 - Interview Room	0.00
Year 3 - Fleet	170,958.00
Year 3 - SSA	18,228.00
Year 3 - UCP	43,747.20
Year 4	547,219.76
Year 4 - Interview Room	0.00
Year 4 - Fleet	170,958.00
Year 4 - SSA	18,228.00
Year 4 - UCP	43,747.20
Year 5	547,219.76

## Summary of Payments (Continued)

Payment	Amount (USD)
Year 5 - Interview Room	0.00
Year 5 - Fleet	170,958.00
Year 5 - SSA	18,228.00
Year 5 - UCP	43,747.20
<b>Grand Total</b>	<b>3,937,817.81</b>

STATEMENT OF WORK & CONFIGURATION DOCUMENT

**Axon Fleet In-Car Recording Platform**

This document details a proposed system design

Agency Created For: Tulare County Sheriff's Office - CA

Quote: Q-156899-43382.779MH





Sold By:	Megan Hardisty
Designed By:	Jason South
Installed By:	Axon
Target Install Date:	

V-3.26.18

Q-156899-43382.779MH



## VEHICLE OVERVIEW

SITE NAME Headquarters		CUSTOMER NAME Tulare County Sheriff's Office - CA	
<b>Total Configured Vehicles</b> <ul style="list-style-type: none"><li>• 100      Total Vehicles with this Configuration</li></ul>		 Axon Camera   Signal Unit   In-Car Router   Battery Box	
<b>Video Capture Sources</b> <ul style="list-style-type: none"><li>• 200      Total Cameras Deployed</li><li>• 1      Axon Signal Unit(s) Per Vehicle</li></ul>			
<b>Mobile Data Terminal Per Vehicle</b> <ul style="list-style-type: none"><li>• 1      Located In Each Vehicle</li></ul>			
<b>Mobile Router Per Vehicle</b> <ul style="list-style-type: none"><li>• 1      Cradlepoint IBR900 Series</li></ul>			
<b>Offload Mechanism</b> <ul style="list-style-type: none"><li>• Wi-Fi</li></ul>			
<b>Evidence Management System</b> <ul style="list-style-type: none"><li>• Evidence.com</li></ul>			

## SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

### Vehicle Hardware

<b>Vehicle Hardware</b>	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900 Series router will be installed in each vehicle
<b>Axon Battery Boxes</b>	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
<b>Signal Activation Methods</b>	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
<b>Mobile Data Terminal</b>	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
<b>Mobile Data Terminal Requirements</b>	<p><b>Operating System:</b> Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p><b>Hard Drive:</b> Must have 25GB+ of free disk space</p> <p><b>RAM/Memory:</b> Windows 7 - 4GB or greater   Windows 10 - 8GB or greater</p> <p><b>Ethernet Port:</b> The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p><b>Wi-Fi Card:</b> The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p><b>USB Ports:</b> If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

<b>Additional Considerations</b>	<p>If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare.</p> <p>For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.</p>	
	<p>In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.</p>	
<b>Hardware Provisioning</b>	Customer will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

### In-Car Network Considerations

Network Requirements	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.			
Network Addressing	IP Addressing		Total IPs Required	
	Axon Fleet Cameras	200	400	
	Mobile Data Terminal	100		
	Cradlepoint IBR900 Series	100		
Hardware Provisioning	Customer to provide all IP addressing and applicable network information			

### Network Consideration Agreement

<b>Network Consideration Agreement</b>	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

## Professional Services & Training

<b>Project Management</b>	Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.
<b>Vehicle Installation</b>	<p>Axon will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal</p> <ul style="list-style-type: none"> <li>It is necessary to differentiate between the type of equipment removal to be provided by Axon. SKU 74063, the price includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal.</li> <li>A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.</li> </ul>
<b>Custom Trigger Installation</b>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation. Per this conversation, the Agency has decided to incorporate the following triggers during the deployment:</p> <ul style="list-style-type: none"> <li>Please Note Triggers Requested by the Agency In this section: Speed, Crash, Light Bar, Gun Lock 1, Gun Lock 2, Custom (Door Trigger, K9 Pop, etc)</li> </ul>
<b>Training</b>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL.</p> <p>End-user go-live training and support is not included in the installation fee scope.</p>

## WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 40 concurrent vehicles offloading at any given time.
	5 servers are required to facilitate the offload of in-car data to Evidence.com
	7 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Cradlepoint IBR900 Series will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Customer will provide all wireless access points for installation.
	Axon will provide all server(s) for this installation.
	Customer will provide the data switch for this installation.
	Customer will provide the server rack for this installation.
	Customer will provide the KVM, monitor and mouse for this installation.
	Customer will provide the Uninterruptible Power Supply (UPS) for this installation.
	Servers will maintain a Sustained Disk Write Speed of Mbps.
	An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.

## Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps
	Shifts per Day	2	Shifts
	Maximum Offline Time	1	Days
	Hours Of video Recorded Per Shift	2	Hours
	Number of Vehicles per Shift at Site	29	Vehicles
	Max Concurrent Vehicles Offloading	40	Vehicles
	Available Internet Upload Bandwidth	51	Mbps
Variables	Vehicle Offload Time	60	Minutes
	Wi-Fi Overhead	20	Percent
	Network Protocol Overhead	20	Percent
	Max Storage Utilization %	40	Percent
Results	Data Size per Vehicle / Shift	6300	MB

## Network Considerations

Results	Required Throughput Per Verhicle	14	Mbps	
	Minimum Wi-Fi Speed	14	Mbps	
	Total Data per Shift	178.42	GB	
	Total Data per Day	356.84	GB	
	Total Offload Bandwidth	561	Mbps	
	Total Storage	89208.98	GB	
	Required Sustained Network Bandwidth	596	Mbps	
	Sustained Disk Write Speed	70	Mbps	
	Min. Supportable Throughput to E.com	33.83	Mbps	
	E.com Throughput Difference	17.17	Mbps	

## Notes

This quote will terminate existing contract executed by quotes Q-27772, Q-102492, Q-114143, and Q-134090 and start a new 60 month contract with Axon.

The parties agree that Axon is granting a \*credit \*of \$37,789.30 (applied to Year #1 (2018) licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 11/15/2018-12/1/2018, resulting in a 12/15/2018 license date. Any change in this ship date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

Agency will still be responsible to pay invoice (SI1520302) delivered in January 2018 in the amount of \$69,201.30

30 months after the start date of services on this quote, the agency will receive the following refreshment of hardware.

- 415 Body Cameras
- 73 6-Bay docking stations

60 months after the start date of services on this quote, the agency will receive the following refreshment of hardware.

- 415 Body Cameras
- 73 6-Bay docking stations

Customer will receive (1) refresh of hardware for Axon Fleet 60 months after the start date of fleet services.

As part of this new quote Customer agrees to pay three years of CEW true up fees in year 1 for the unpaid value of the CEW portion of the cancelled OSP licenses under quote Q-27772. The Customer has also agreed to a new 5 year term for 200 OSP licenses in which the customer may take a new X2 or X26P CEW at at time currently scheduled for year 3 of this quote.

By signing this quote, customer agrees to provide their own installation of Interview Room solution hardware.

This device has not been authorized as required by the rules of the Federal Communications Commission. The sale of this device is therefore subject and conditional to the approval of the Federal Communications Commission. The device will comply with the appropriate rules upon sale and before delivery or distribution of the device.

**TASER60 Terms and Conditions:** This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: <https://www.axon.com/legal/sales-terms-and-conditions>, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. 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.

**Officer Safety Plan Includes:**

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 40 GB of included storage for other digital media
- Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

## EXHIBIT H



### STATEMENT OF WORK & CONFIGURATION DOCUMENT

## Axon Interview Recording Platform

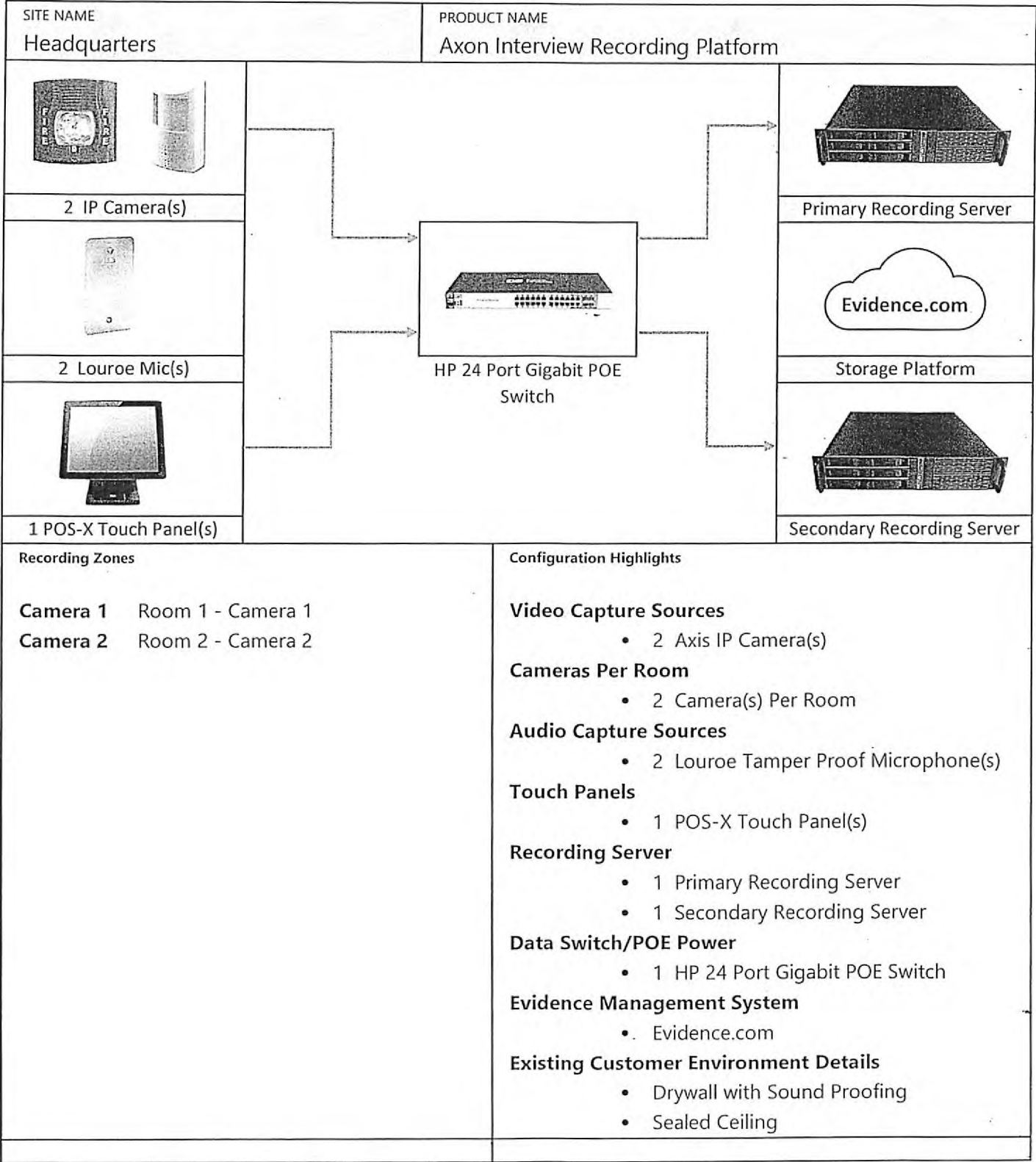
This document details a proposed system design

Agency created for: Tulare County Sheriff's Office

Sold By:	Megan Hardisty
Designed By:	Jason South
Installed By:	Customer
Targeted Installation Date:	November 19, 2018

Wednesday, September 12, 2018

# SITE OVERVIEW





## SYSTEM CONFIGURATION DETAILS

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

### Cabling Considerations

<b>Cabling Runs</b>	5	Category 6 cable runs are required for this installation
	5	110v power outlets are required for this installation
<b>Touch Panel Location</b>	DeskTop	
<b>Cabling Requirements</b>	<p><b>All Devices:</b></p> <p>Each Axis IP cameras will require (1) Category 6 cable. This cable run should be connected to the customer's primary data network. Each POS-X touch panel, or PC running a virtual Touch Panel, will each require (1) Category 6 cable. This cable run should be connected to the customer's primary data network</p> <p><b>Recording Servers</b></p> <p>The Primary Recording Server Lite requires (1) dedicated category 6 The Secondary Recording Server Lite requires (1) dedicated</p> <p><b>Data Switch:</b></p> <p><b>Type:</b> <b>HP 24 Port Gigabit POE Switch</b></p> <p>Each HP 24 Port Gigabit POE Switch at this location requires (1) category 6 cable. This cable run should be connected to the customer's primary data network core.</p>	
<b>Redundancy</b>	This design does not include cable redundancy	
<b>Customer Provided Items</b>	N/A	
<b>Axon Provided Items</b>	N/A	

### Network Considerations

Network Requirements	Each Axis IP Camera will be connected to a HP 24 Port Gigabit POE 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 POS-X 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	2	6
	POS-X Touch Panel	1	
	Recording Servers	2	
	HP 24 Port Gigabit POE Switch	1	
Data Switch Provisioning	Axon will provide the POE data switch needed for this install		

## Network Considerations Cont'd

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

## Video Capture Device

Room 1 - Camera 1	
<b>Video Capture Source</b>	Axis F41 Covert IP Camera
<b>Deployment Method</b>	This camera will be covertly installed in the environment
<b>Covert Enclosure Type</b>	Fire Strobe
<b>Recording Activation</b>	Recording will be manually triggered via the POS-X Touch Panel
<b>Customer Provided Items</b>	N/A
<b>Axon Provided Items</b>	Axon will provide the camera for this zone

## Video Capture Device

Room 2 - Camera 2	
<b>Video Capture Source</b>	Axis F41 Covert IP Camera
<b>Deployment Method</b>	This camera will be covertly installed in the environment
<b>Covert Enclosure Type</b>	Motion Sensor
<b>Recording Activation</b>	Recording will be manually triggered via the POS-X Touch Panel
<b>Customer Provided Items</b>	N/A
<b>Axon Provided Items</b>	Axon will provide the camera for this zone

## Audio Capture Device

<b>Audio Capture Source</b>	2	Louroe Tamper Proof Microphone(s) will be included in this design
<b>Deployment Method</b>	Each microphone will be overtly installed and connected to (1) IP camera in each zone	
<b>Recording Activation</b>	Recording will be activated in unison with the connected IP camera	
<b>Customer Provided Items</b>	N/A	
<b>Axon Provided Items</b>	Axon will provide all microphones	

## Recording Servers

<b>Recorder Count</b>	2	recording server(s) will reside at this location
<b>Server Model</b>	Primary Recording Server Lite and Secondary Recording Server Lite	
<b>Redundancy</b>	This system includes recording redundancy	
<b>Customer Provided Items</b>	N/A	
<b>Axon Provided Items</b>	Axon Will provide all recording servers	

## Metadata Tags

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

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

### Training

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

<b>Notes</b>	<p>Customer will complete the installation, as the building is known to contain asbestos.</p>
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## **Axon International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers**

This Statement of Work is bound to the applicable signed Agreement. 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/22/2018

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

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

<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> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER	NAIC #														
INSURER A: Lexington Insurance Company	19437														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

**COVERAGES**

CERTIFICATE NUMBER: 570073623299

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 SUBR (NSD) WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non ECW GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		021391643 GL - occurrence SIR applies per policy terms & conditions	12/15/2017	12/15/2018	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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> Hired AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION					EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

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

Tulare County Sheriff's office, its officer, agents, officials, employees and volunteers are included as blanket additional insured, such coverage to be provided on a primary and non-contributory basis, when so required by contract. A blanket waiver of subrogation in favor of Tulare County also applies, if required by contract.

**CERTIFICATE HOLDER****CANCELLATION**

<b>CERTIFICATE HOLDER</b> Tulare County Sheriff's Office 833 S. Akers Street Visalia CA 93277 USA	<b>CANCELLATION</b> 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 No : 570073623299



AGENCY CUSTOMER ID: 570000007117

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570073623299			
CARRIER See Certificate Number: 570073623299	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

General Liability Claim Made ECW Only

Policy Number: 028182385  
Carrier: Lexington Insurance Company  
Policy Term: 12/15/17 to 12/15/18  
Each Occurrence: \$10,000,000  
General Aggregate: \$10,000,000  
Products Comp/OP Aggregate: \$10,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/22/2018

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PRODUCER  
Aon Risk Insurance Services West, Inc.  
Phoenix AZ Office  
2555 East Camelback Rd.  
Suite 700  
Phoenix AZ 85016 USA

CONTACT  
NAME:  
PHONE  
(A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105  
E-MAIL  
ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED  
Axon Enterprise, Inc.  
17800 N. 85th Street  
Scottsdale AZ 85255 USA

INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Twin City Fire Insurance Company	29459
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER: 570073623366

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPIOP AGG
	OTHER:						
A	AUTOMOBILE LIABILITY			59 UEN FN6060	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO						\$1,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person)
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE
	<input type="checkbox"/> OCCUR						
	<input type="checkbox"/> CLAIMS-MADE						
	DED						
	RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			59WEAC056D	09/27/2018	09/27/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						\$1,000,000
							E.L. DISEASE-EA EMPLOYEE
							\$1,000,000
							E.L. DISEASE-POLICY LIMIT
							\$1,000,000

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

Tulare County Sheriff's Office, its officer, agents, officials, employees and volunteers are included as blanket additional insured [Auto liability], when so required by written contract. A blanket waiver of subrogation [WC/EL] in favor of Tulare County also applies when required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

Tulare County Sheriff's Office  
833 S. Akers Street  
Visalia CA 93277 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

*Aon Risk Insurance Services West, Inc.*

Holder Identifier :

Certificate No : 570073623366







AGENCY CUSTOMER ID: 570000007117

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570073623366			
CARRIER See Certificate Number: 570073623366	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Additional WC/EL Policy Carriers**

- Hartford Insurance Company of the Midwest (AZ)
- Hartford Accident and Indemnity Insurance Company (CA)
- Hartford Underwriters Insurance Company (MO, NC, NJ, TX)



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/08/2018

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.

<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> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> (800) 363-0105 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> 570000007117														
<b>INSURED</b> Axon Enterprise, Inc. 17800 N. 85th Street Scottsdale AZ 85255 USA	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Affiliated FM Insurance Co.</td><td>10014</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Affiliated FM Insurance Co.	10014	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Affiliated FM Insurance Co.	10014														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

Holder Identifier :

## COVERAGES

CERTIFICATE NUMBER: 570073509333

REVISION NUMBER:

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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.

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/>	PROPERTY	G5651	09/30/2018	09/30/2019	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
						<input checked="" type="checkbox"/> BUSINESS INCOME	Included
		BASIC				<input checked="" type="checkbox"/> EXTRA EXPENSE	\$10,000,000
		BROAD				RENTAL VALUE	
		SPECIAL				BLANKET BUILDING	
		EARTHQUAKE				BLANKET PERS PROP	
		WIND				<input checked="" type="checkbox"/> BLANKET BLDG & PP	Included
		FLOOD				<input checked="" type="checkbox"/> Loss Limit	\$326,135,772
	<input checked="" type="checkbox"/>	ALL RISK-Subject to Exclusions					
		Bkt B&PP Ded					
		INLAND MARINE	TYPE OF POLICY				
		CAUSES OF LOSS	POLICY NUMBER				
		NAMED PERILS					
		CRIME					
		TYPE OF POLICY					
		BOILER & MACHINERY/ EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Loss Limit includes real and business personal property, edp and media and business interruption; All Risk subject to exclusions form; Replacement Cost; boiler and machinery and earthquake coverage in accordance with policy provisions. \$25,000 boiler deductible applies.

## CERTIFICATE HOLDER

## CANCELLATION

Tulare County Sheriff's Office  
833 S. Akers Street  
Visalia CA 93277 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

*Aon Risk Insurance Services West, Inc.*

CERTIFICATE NUMBER: 570073509333



AGENCY CUSTOMER ID: 570000007117

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED Axon Enterprise, Inc.	
POLICY NUMBER See Certificate Number: 570073509333			
CARRIER See Certificate Number: 570073509333	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

**ADDITIONAL POLICIES** If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	PROPERTY	GS651	09/30/2018	09/30/2019	Loss Limit Ded	\$10,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/08/2018

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**PRODUCER**  
Aon Risk Insurance Services West, Inc.  
Phoenix AZ Office  
2555 East Camelback Rd.  
Suite 700  
Phoenix AZ 85016 USA

**CONTACT NAME:**  
**PHONE**  
(A/C. No. Ext.): (866) 283-7122 **FAX**  
(A/C. No.): (800) 363-0105

**E-MAIL ADDRESS:**

**INSURER(S) AFFORDING COVERAGE**

**NAIC #**

**INSURED**  
Axon Enterprise, Inc.  
17800 N. 85th Street  
Scottsdale AZ 85255 USA

**INSURER A:** Endurance American Specialty Ins Co. **41718**

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

## COVERAGES

**CERTIFICATE NUMBER:** 570073509337

**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MEOW EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
							PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY						
	PROJECT						
	LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANY AUTO						BODILY INJURY (Per person)
	OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)
	HIRED AUTOS ONLY						
	NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DEO						
	RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE-EA EMPLOYEE
							E.L. DISEASE-POLICY LIMIT
A	E&O-Technology			PRO10013803300	09/30/2018	09/30/2019	Ntwrk Security/Private Professional Service
				Cyber Liab & Tech E&O			\$5,000,000
				SIR applies per policy terms & conditions			\$5,000,000
							Self-Insd Retention \$100,000

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

## CERTIFICATE HOLDER

Tulare County Sheriff's Office  
833 S. Akers Street  
Visalia CA 93277 USA

## CANCELLATION

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

*Aon Risk Insurance Services West, Inc.*

Holder Identifier :

Certificate No : 570073509337



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 59 WE AC0S6D

**Endorsement Number:**

**Effective Date:** 09/27/18

Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** AXON ENTERPRISE, INC.

17800 N 85TH ST  
SCOTTSDALE AZ 85255

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

Any person or organization from whom you are required by contract or agreement to obtain this waiver from us. Endorsement is not applicable in KY, NH, NJ or for any MO construction risk

Countersigned by \_\_\_\_\_

Authorized Representative

**ENDORSEMENT # 004**

This endorsement, effective 12:01 AM 12/15/2017

Forms a part of policy no.: 028182385

Issued to: AXON ENTERPRISE, INC

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT**


This endorsement modifies insurance provided by the policy:

**RETAINED AMOUNT LIABILITY POLICY**

- A. Paragraph J., Insured of **SECTION V - DEFINITIONS** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the occurrence of the bodily injury or property damage.
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. This endorsement shall only apply to **SECTION I - INSURING AGREEMENT - RETAINED AMOUNT LIABILITY**, bodily injury or property damage.
  2. The person or organization is only an additional insured with respect to liability arising out of your work or your product for that additional insured.
  3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
  4. The insurance provided to such an additional insured does not apply to bodily injury or property damage arising out of the rendering of or failure to render any professional services by any architect, engineer or surveyor including:
    - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii Supervisory, inspection, architectural or engineering activities.
  5. This insurance does not apply to bodily injury or property damage arising out of your work or your product included in the products-completed operations hazard unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.
  6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis. In such case, coverage provided by this endorsement shall be primary and non-contributory.

- C. Subparagraph 1.a.(1) of Paragraph F. Pollution of **SECTION III - EXCLUSIONS** does not apply to you if the **bodily injury or property damage** arises out of your work or your product performed on premises which are owned or rented by the additional insured at the time your work or your product is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any **occurrence** which may result in a claim or suit, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of the policy.

All other terms and conditions of the policy remain the same.



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Authorized Representative



**ENDORSEMENT**

This endorsement, effective 12:01 AM 12/15/2017

Forms a part of policy no.: 028182385

Issued to: AXON ENTERPRISE, INC.

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR  
Countersignature (In states where applicable)

**ENDORSEMENT # 006**

**This endorsement, effective 12:01 AM 12/15/2017**

**Forms a part of policy no.: 021391643**

**Issued to: AXON ENTERPRISE, INC**

**By: LEXINGTON INSURANCE COMPANY**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT ENDORSEMENT**

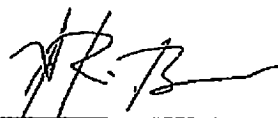
**This endorsement modifies insurance provided by the policy:**

**RETAINED AMOUNT LIABILITY POLICY**

- A. Paragraph J., Insured of SECTION V - DEFINITIONS is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the occurrence of the bodily injury or property damage.**
- B. The insurance provided to the above described additional insured under this endorsement is limited as follows:**
- 1. This endorsement shall only apply to SECTION I - INSURING AGREEMENT - RETAINED AMOUNT LIABILITY, bodily injury or property damage.**
  - 2. The person or organization is only an additional insured with respect to liability arising out of your work or your product for that additional insured.**
  - 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.**
  - 4. The insurance provided to such an additional insured does not apply to bodily injury or property damage arising out of the rendering of or failure to render any professional services by any architect, engineer or surveyor including:**
    - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and**
    - ii Supervisory, inspection, architectural or engineering activities.**
  - 5. This insurance does not apply to bodily injury or property damage arising out of your work or your product included in the products-completed operations hazard unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.**
  - 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis. In such case, coverage provided by this endorsement shall be primary and non-contributory.**

- C. Subparagraph 1.a.(1) of Paragraph F. Pollution of SECTION III - EXCLUSIONS does not apply to you if the **bodily injury or property damage** arises out of your work or your product performed on premises which are owned or rented by the additional insured at the time your work or your product is performed.
- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any occurrence which may result in a claim or suit, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the terms and conditions of the policy.

All other terms and conditions of the policy remain the same.



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Authorized Representative

**ENDORSEMENT**

This endorsement, effective 12:01 AM 12/15/2017

Forms a part of policy no.: 021391643

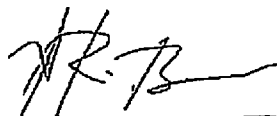
Issued to: AXON ENTERPRISE, INC.

By: LEXINGTON INSURANCE COMPANY

**WAIVER OF SUBROGATION  
(BLANKET)**

It is agreed that we, in the event of a payment under this policy, waive our right of subrogation against any person or organization where the insured has waived liability of such person or organization as part of a written contractual agreement between the insured and such person or organization entered into prior to the "occurrence" or offense.

All other terms and conditions remain unchanged.



Authorized Representative OR  
Countersignature (In states where applicable)