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SERVICE AGREEMENT

This Service Agreement (“Agreement”) is dated December 17, 2024 and is between Axon Enterprise, Inc., a Delaware corporation (“Axon” or Contractor), and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On August 9, 2016, County’s Board of Supervisors approved Agreement No. A-16-477 with Taser International, Inc. for standard licenses at no cost to access body-worn camera video evidence.

B. Taser International, Inc. is now known as Axon Enterprise, Inc., and provides additional product offerings, which include body cameras and digital evidence management systems.

C. County’s District Attorney’s Office (DA) now has a need for justice digital evidence management services including online access, data storage, onsite support, and individual licensing for DA staff.

D. Axon and County are each a “Party” and collectively “Parties.” This Agreement governs County’s purchase and use of Axon Services.

The parties therefore agree as follows:

Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, titled “Scope of Services,” incorporated herein by reference.

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

1.4 **FBI CJIS/CA DOJ Compliance**

1 (A) Contractor represents that its AXON Body-worn cameras and services store direct
2 Criminal Justice Information (CJI) or Personally Identifiable Information (“PII”). The
3 content is recorded by the cameras and stored within AXON Evidence and related
4 services, which may contain CJI or PII, and therefore the system is required to encrypt all
5 DA data stored or transmitted.

6 (B) Contractor shall sign and submit appropriate CA DOJ CLETS (California Law
7 Enforcement Telecommunications System) forms to the DA CLETS Coordinator
8 (“DACC”) to keep on file for systems which may store CJI or PII from CLETS.

9 Contractor’s staff shall take Security Awareness Training according to the CA DOJ
10 required interval. Contractor’s staff shall register all staff within CJISOnline.com for
11 tracking their Security Awareness Training status.

12 **1.5 Background Checks**

13 (A) Contractor’s staff assigned to this Agreement shall pass the DA’s standard
14 background check before entry into DA’s facilities for onsite support or training services.
15 Contractor is solely responsible for providing adequate staffing that meets this
16 requirement.

17 (B) Contractor’s staff who are onsite are required to be escorted by a DA staff
18 member.

19 (C) Contractor’s staff who have access to unencrypted DA data or encryption keys to
20 access encrypted DA data stored in cloud services or on-premises which may contain
21 Criminal Justice Information (CJI) or Personally Identifiable Information (PII) shall pass
22 the DA’s standard background check before accessing any DA data stored within AXON
23 services.

24 (D) The Contractor shall be responsible for all costs of the DA’s background check,
25 including processing fees, fingerprinting, transportation, lodging and food.

26 **1.6 Security and Privacy**

27 (A) Contractor shall at all times use its best efforts but in no event less than current
28 industry practices to protect the security and privacy of the system and all County data

1 where “security” is defined as protection of software and data from natural and human
2 caused hazards, and where “privacy” is defined as protection of software and data from
3 natural and human caused hazards, and where “privacy” is defined as protection of
4 software and data from unauthorized access and manipulation. Contractor shall also
5 assure integrity of data by establishing and maintaining safeguards against the
6 destruction, loss or unauthorized alteration of County’s data. Contractor shall further
7 design the system to prevent, to the greatest extent possible, security or privacy breach,
8 and to provide recovery and backup operation.

9 (B) Contractor shall comply with Exhibit E, Data Security, attached and incorporated
10 by this reference.

11 (C) If either County or Contractor becomes aware of a system security or privacy
12 breach, it shall notify the other Party thereof. Contractor will investigate reach of breach,
13 impact, root cause and remediate the cause of the breach as soon as possible, in
14 compliance with Exhibit E. Contractor shall generate a post mortem report as soon as it
15 is practical and provide to the County when available.

16 (D) In the event that the Contractor uses a new Sub-processor of County Content
17 within the scope of the Services, the Contractor shall inform County in writing of the
18 identification details of the Sub-processor and the subcontracted services. The notice
19 shall be provided by e-mail to subscribers to the New Sub-processor Notification List a
20 minimum of 30 days prior to the sub-processor processing County Data. County shall
21 subscribe to the notifications at <https://go.axon.com/l/636291/2020-09-11/42s1s9>.
22 Subcontracting may be carried out if County does not express its opposition in writing
23 within fifteen (15) calendar days of receipt of the communication from the Contractor. In
24 the event that the County objects to the engagement of the Sub-processor, the
25 Contractor shall provide County in writing with a description of commercially reasonable
26 alternatives, which may include a modification of the Services if necessary.

27 1.7 **Disabling Code and Viruses**

1 (A) Contractor shall make reasonable efforts to ensure that all Services provided
2 under this Agreement do not contain any virus, Trojan horse, worm, backdoor, shutdown
3 mechanism or similar software, code or program ("malicious programs") which may have
4 the effect of disabling, denying authorized access to, damaging, corrupting or destroying
5 any County data or portion of the System or County's other systems, networks or
6 software.

7 (B) If either County or Contractor becomes aware of the existence of such a malicious
8 program, it shall notify the other Party thereof and Contractor shall promptly remove the
9 malicious program, repair the System and the County's data, and repair any other
10 damage done by the malicious program.

11 **1.8 Interfaces**

12 (A) Contractor shall provide API or web service interfaces to integrate with 3rd party
13 systems and allow access to County data stored within the Contractor's services as
14 detailed on Exhibit E.

15 **1.9 Data Export**

16 (A) In the event that County chooses to terminate Contractor services, Contractor
17 shall provide County data in a non-proprietary format. Any data uploaded shall be
18 provided in the original file format. Any associated metadata shall be provided in a flat
19 file format agreed upon by both County and Contractor at the time of export.

20 **1.10 Contractor's Terms**

21 (A) Definitions.

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

26 (2) "Axon Device Data" data uploaded to Evidence.com from Axon devices
27 including body worn cameras, Fleet cameras, Interview Room cameras, or Axon
28 Capture.

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

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

7 (5) "Quote" means an offer to sell and is only valid for devices and services on
8 the offer at the specified prices. Any inconsistent or supplemental terms within
9 County's purchase order in response to the Quote will be void. Orders are subject to
10 prior credit approval. Changes in deployment estimated ship date may change
11 charges in the Quote. Shipping dates are estimates only. Contractor is not
12 responsible for typographical errors in the Quote by Contractor, and Contractor
13 reserves the right to cancel any orders resulting from such errors.

14 (6) "Services" means all services provided by Axon under this Agreement,
15 including software, Axon Cloud Services, and professional services.

16 (B) To the extent permitted by law, Axon disclaims all warranties, remedies, and
17 conditions, whether oral, written, statutory, or implied. Axon's cumulative liability to any
18 Party for any loss or damage resulting from any claim, demand, or action arising out of or
19 relating to the services provided under this Agreement will not exceed three times (3x)
20 the amount paid for such services over the twelve (12) months preceding the claim.
21 Neither Party will be liable for direct, special, indirect, incidental, punitive, or
22 consequential damages, however caused, whether for breach of warranty or contract,
23 negligence, strict liability, tort, or any other legal theory.

24 (C) IP Rights. Axon owns and reserves all right, title, and interest in Axon products
25 and services and suggestions to Axon, including all related intellectual property rights.
26 Agency will not cause any Axon proprietary rights to be violated.
27
28

1 (D) Third-Party Software and Services. Use of software or services other than those
2 provided by Axon is governed by the terms, if any, entered into between Customer and
3 the respective third-party provider.

4 **Article 2**

5 **County's Responsibilities**

6 2.1 The County shall be responsible for use of Axon's Application Programming Interface
7 (API) and its end users may not use API service in any way other than as expressly permitted
8 under this Agreement.

9 2.2 The County shall be responsible for breach of this Agreement or violation of
10 applicable law by County or DA's end users, disputes between County and a third-party over
11 COUNTY's use of API, and any regulatory violations or fines, resulting from improper use of
12 Axon's API.

13 2.3 Use of Axon's API is governed by the Axon Terms of Use Appendix, attached as
14 Exhibit F, and incorporated by this reference.

15 **Article 3**

16 **Compensation, Invoices, and Payments**

17 3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for
18 the performance of its services under this Agreement as detailed in Quote Appendix (Q-
19 576968-45565.634BC), attached as Exhibit B to this Agreement, titled "Compensation,"
20 incorporated herein by reference. Payment obligations are non-cancelable, except in
21 accordance with Article 6.

22 3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor
23 under this Agreement is One Million, Four Hundred Eighty-Three Thousand, Two Hundred
24 Dollars (\$1,483,200.00) for the entire five (5) year term of this Agreement pursuant to Exhibit B.
25 The Contractor acknowledges that the County is a local government entity and does so with
26 notice that the County's powers are limited by the California Constitution and by State law, and
27 with notice that the Contractor may receive compensation under this Agreement only for
28 services performed according to the terms of this Agreement and while this Agreement is in

1 **Article 5**

2 **Notices**

3 5.1 **Contact Information.** The persons and their addresses having authority to give and
4 receive notices provided for or permitted under this Agreement include the following:

5 **For the County:**

6 Business Manager
7 Fresno County District Attorney's Office
8 2100 Tulare Street
9 Fresno, CA 93721-2103
10 DABusinessOffice@fresnocountyca.gov
11 (559) 600-4447

12 **For the Contractor:**

13 Axon Enterprise, Inc.
14 Attn: Legal, 17800 North 85th Street
15 Scottsdale, Arizona 85255
16 with a copy to legal@axon.com.

17 5.2 **Change of Contact Information.** Either party may change the information in section
18 5.1 by giving notice as provided in section 5.3.

19 5.3 **Method of Delivery.** Each notice between the County and the Contractor provided
20 for or permitted under this Agreement must be in writing, state that it is a notice provided under
21 this Agreement, and be delivered either by personal service, by first-class United States mail, by
22 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
23 Document Format (PDF) document attached to an email.

24 (A) A notice delivered by personal service is effective upon service to the recipient.

25 (B) A notice delivered by first-class United States mail is effective three County
26 business days after deposit in the United States mail, postage prepaid, addressed to the
27 recipient.

28 (C) A notice delivered by an overnight commercial courier service is effective one
County business day after deposit with the overnight commercial courier service, delivery
fees prepaid, with delivery instructions given for next day delivery, addressed to the
recipient.

(D) A notice delivered by telephonic facsimile transmission or by PDF document
attached to an email is effective when transmission to the recipient is completed (but, if

1 such transmission is completed outside of County business hours, then such delivery is
2 deemed to be effective at the next beginning of a County business day), provided that the
3 sender maintains a machine record of the completed transmission.

4 **5.4 Claims Presentation.** For all claims arising from or related to this Agreement,
5 nothing in this Agreement establishes, waives, or modifies any claims presentation
6 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
7 of Title 1 of the Government Code, beginning with section 810).

8 **Article 6**

9 **Termination and Suspension**

10 **6.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
11 contingent on the approval of funds by the appropriating government agency. If sufficient funds
12 are not allocated, then the County, upon at least 30 days' advance written notice to the
13 Contractor, may:

- 14 (A) Modify the services provided by the Contractor under this Agreement; or
- 15 (B) Terminate this Agreement.

16 **6.2 Termination for Breach.**

17 (A) Upon determining that a breach (as defined in paragraph (C) below) has occurred,
18 the County may give written notice of the breach to the Contractor. The written notice
19 may suspend performance under this Agreement and must provide at least 30 days for
20 the Contractor to cure the breach.

21 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
22 time stated in the written notice, the County may terminate this Agreement immediately.

23 (C) For purposes of this section, a breach occurs when, in the determination of the
24 County, the Contractor has:

- 25 (1) Obtained or used funds illegally or improperly;
- 26 (2) Failed to comply with any part of this Agreement;
- 27 (3) Submitted a substantially incorrect or incomplete report to the County; or
- 28 (4) Improperly performed any of its obligations under this Agreement.

1 **Article 10**

2 **Inspections, Audits, and Public Records**

3 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
4 the County may examine upon thirty (30) days notice, during business hours and as often as
5 reasonably necessary, all of the Contractor's records and data with respect to the matters
6 covered by this Agreement, excluding attorney-client privileged communications. The Contractor
7 shall, upon request by the County, permit the County to audit and inspect all of such records
8 and data to ensure the Contractor's compliance with the terms of this Agreement.

9 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
10 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
11 California State Auditor, as provided in Government Code section 8546.7, for a period of three
12 years after final payment under this Agreement. This section survives the termination of this
13 Agreement.

14 10.3 **Public Records.** The County is not limited in any manner with respect to its public
15 disclosure of this Agreement or any record or data that the Contractor may provide to the
16 County. The County's public disclosure of this Agreement or any record or data that the
17 Contractor may provide to the County may include but is not limited to the following:

18 (A) The County may voluntarily, or upon request by any member of the public or
19 governmental agency, disclose this Agreement to the public or such governmental
20 agency.

21 (B) The County may voluntarily, or upon request by any member of the public or
22 governmental agency, disclose to the public or such governmental agency any record or
23 data that the Contractor may provide to the County, unless such disclosure is prohibited
24 by court order.

25 (C) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure under the Ralph M. Brown Act (California
27 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).
28

1 (D) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure as a public record under the California Public
3 Records Act (California Government Code, Title 1, Division 10, beginning with section
4 7920.000) ("CPRA").

5 (E) This Agreement, and any record or data that the Contractor may provide to the
6 County, is subject to public disclosure as information concerning the conduct of the
7 people's business of the State of California under California Constitution, Article 1,
8 section 3, subdivision (b).

9 (F) Any marking of confidentiality or restricted access upon or otherwise made with
10 respect to any record or data that the Contractor may provide to the County shall be
11 disregarded and have no effect on the County's right or duty to disclose to the public or
12 governmental agency any such record or data.

13 **10.4 Public Records Act Requests.** If the County receives a written or oral request
14 under the CPRA to publicly disclose any record that may be in the Contractor's possession,
15 then the County may demand, in writing, that the Contractor deliver to the County, for purposes
16 of public disclosure, the requested records that may be in the possession of the Contractor
17 provided that prior to making the demand, the County will first determine whether the requested
18 record is a public record and whether the County controls the record. Within five business days
19 after the County's demand, the Contractor shall (a) deliver to the County any requested public
20 records that are in the Contractor's possession, together with a written statement that the
21 Contractor, after conducting a diligent search, has produced all requested public records that
22 are in the Contractor's possession, or (b) provide to the County a written statement that the
23 Contractor, after conducting a diligent search, does not possess any of the requested public
24 records. The Contractor shall cooperate with the County with respect to any County demand for
25 such public records. If the Contractor wishes to assert that any specific record or data is exempt
26 from disclosure under the CPRA or other applicable law, it must deliver the record or data to the
27 County and assert the exemption by citation to specific legal authority within the written
28 statement that it provides to the County under this section. The Contractor's assertion of any

1 exemption from disclosure is not binding on the County, but the County will give at least 10
2 days' advance written notice to the Contractor before disclosing any record subject to the
3 Contractor's assertion of exemption from disclosure. The Contractor shall indemnify the County
4 for any court-ordered award of costs or attorney's fees under the CPRA that results from the
5 Contractor's delay, claim of exemption, failure to produce any such records, or failure to
6 cooperate with the County with respect to any County demand for any such records.

7 10.5 Confidentiality. "Confidential Information" means nonpublic information exempt from
8 disclosure under the CPRA. Each Party will take reasonable measures to avoid disclosure,
9 dissemination, or unauthorized use of the other Party's Confidential Information. Unless
10 required by law, neither Party will disclose the other Party's Confidential Information during the
11 Term and for five (5) years thereafter. Either party may publicly announce information related to
12 this Agreement.

13 **Article 11**

14 **Disclosure of Self-Dealing Transactions**

15 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
16 or changes its status to operate as a corporation.

17 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
18 self-dealing transaction, he or she shall disclose the transaction by completing and signing a
19 "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to
20 the County before commencing the transaction or immediately after.

21 11.3 **Definition.** "Self-dealing transaction" means a transaction to which the Contractor is
22 a party and in which one or more of its directors, as an individual, has a material financial
23 interest.

24 **Article 12**

25 **General Terms**

26 12.1 **Modification.** Except as provided in Article 6, "Termination and Suspension," this
27 Agreement may not be modified, and no waiver is effective, except by written agreement signed
28

1 by both parties. The Contractor acknowledges that County employees have no authority to
2 modify this Agreement except as expressly provided in this Agreement.

3 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
4 under this Agreement without the prior written consent of the other party.

5 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
6 or related to this Agreement.

7 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
8 County, California. Contractor consents to California jurisdiction for actions arising from or
9 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
10 brought and maintained in Fresno County. The Parties expressly agree that either party may
11 appear for and attend all matters, including hearings, conferences, meetings, and arbitrations,
12 remotely via videoconference at the party's discretion, to the extent allowable by court.

13 12.5 **Construction.** The final form of this Agreement is the result of the parties' combined
14 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
15 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
16 against either party.

17 12.6 **Days.** Unless otherwise specified, "days" means calendar days.

18 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
19 only and are not part of this Agreement.

20 12.8 **Severability.** If anything in this Agreement is found by a court of competent
21 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
22 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
23 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
24 intent.

25 12.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
26 not unlawfully discriminate against any employee or applicant for employment, or recipient of
27 services, because of race, religious creed, color, national origin, ancestry, physical disability,
28 mental disability, medical condition, genetic information, marital status, sex, gender, gender

1 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
2 all applicable State of California and federal statutes and regulation.

3 12.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
4 of the Contractor under this Agreement on any one or more occasions is not a waiver of
5 performance of any continuing or other obligation of the Contractor and does not prohibit
6 enforcement by the County of any obligation on any other occasion.

7 12.11 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to
8 (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether
9 war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or
10 law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f)
11 action by any governmental authority; (g) national or regional emergency; (h) strikes, labor
12 stoppages or slowdowns or other industrial disturbances; or (j) state of emergency.

13 12.12 **Export Compliance.** Each Party will comply with all import and export control laws
14 and regulations.

15 12.13 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
16 between the Contractor and the County with respect to the subject matter of this Agreement,
17 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
18 publications, and understandings of any nature unless those things are expressly included in
19 this Agreement. If there is any inconsistency between the terms of this Agreement without its
20 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
21 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
22 exhibits.

23 12.14 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
24 create any rights or obligations for any person or entity except for the parties.

25 12.15 **Authorized Signature.** The Contractor represents and warrants to the County that:

26 (A) The Contractor is duly authorized and empowered to sign and perform its
27 obligations under this Agreement.
28

1 (B) The individual signing this Agreement on behalf of the Contractor is duly
2 authorized to do so and his or her signature on this Agreement legally binds the
3 Contractor to the terms of this Agreement.

4 12.16 **Electronic Signatures.** The parties agree that this Agreement may be executed by
5 electronic signature as provided in this section.

6 (A) An “electronic signature” means any symbol or process intended by an individual
7 signing this Agreement to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this Agreement
13 for all purposes, including but not limited to evidentiary proof in any administrative or
14 judicial proceeding, and (2) has the same force and effect as the valid original
15 handwritten signature of that person.

16 (C) The provisions of this section satisfy the requirements of Civil Code section
17 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
18 Part 2, Title 2.5, beginning with section 1633.1).

19 (D) Each party using a digital signature represents that it has undertaken and satisfied
20 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
21 through (5), and agrees that each other party may rely upon that representation.

22 (E) This Agreement is not conditioned upon the parties conducting the transactions
23 under it by electronic means and either party may sign this Agreement with an original
24 handwritten signature.

25 12.17 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
26 original, and all of which together constitute this Agreement.

27 12.18 **Conflict.** In the event of a conflict between this Agreement and the terms contained
28 in Exhibit A through I, the terms of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

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The parties are signing this Agreement on the date stated in the introductory clause.

Axon Enterprise, Inc.

COUNTY OF FRESNO

Signed by:
Robert E. Driscoll, Jr.
66DAE8B121A4424...
Robert E. Driscoll, Jr., Deputy General Counsel

Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

17800 N. 85th St.
Scottsdale, Arizona 85255

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: Hanan
Deputy

For accounting use only:

Org No.: 2860
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A
Scope of Services



STATEMENT OF WORK
FOR THE
IMPLEMENTATION OF
AXON JUSTICE FOR
FRESNO COUNTY
DISTRICT ATTORNEY'S
OFFICE ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon)

17800 North 85th Street

Scottsdale, AZ 85255



Exhibit A

Scope of Services

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Exhibit A Scope of Services

1. PROJECT OVERVIEW

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

1.1 DEFINITIONS

TERM	DEFINITION
Client	The office, organization, or association who is identified within this SOW
Professional Services	The services that Axon provides within the scope of this SOW
Product	The software solution being implemented as part of this SOW
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and the Client if a material change in scope is required for this SOW
Milestone	Event that constitutes completion of work as listed in Attachment A
Milestone Completion Report	The report outlined in Attachment A to be executed at key milestones between Client and Axon to approve completion of project phases

1.2 OUT OF PROJECT SCOPE

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

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

Exhibit A

Scope of Services

2. PROFESSIONAL SERVICES

2.1 CONFIGURATION

- ▶ Axon performs discovery to understand and document the Client's needs.
- ▶ Axon collaborates with the Client to configure workflows, permissions, and privileges within evidence.com based on the Client's needs.
- ▶ Axon will facilitate a workflow discussion with the core admin team.

2.2 DISCLOSURES

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

2.3 TRAINING

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

Onsite End User

Axon will come onsite and provide up to four 2-hour training sessions for Client staff over the course of two days. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours. After the initial training, Client is responsible for any future training. Axon provides all training materials for successful training.

Exhibit A Scope of Services

Example Onsite Training Day Agenda:

9:00 a.m. Setup
9:30 a.m. to 11:30 a.m. End user staff training
11:30 a.m. to 1:00 Lunch
1:00 p.m. to 3 p.m. End user staff training
3:00 p.m. to 3:30 p.m. Break
3:30 p.m. to 4:30 p.m. Office Hour

PARTNER AGENCIES

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

2.4 GO-LIVE

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

Exhibit A

Scope of Services

3. INTERFACES

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

- ▶ The Client must provide any relevant technical documentation per interface to Axon.
- ▶ The Client facilitates any necessary meetings with all third-party system vendors where integration is required.
- ▶ Axon provides any relevant Axon API documentation to the Client.
- ▶ Axon conducts integration acceptance testing demonstrating the functionality of each integration to the Client.
- ▶ The Client must notify Axon of any changes to the Client's side of the integration that are beyond Axon's control and may impact the integration.
- ▶ The Client is responsible for ensuring the partner agencies follow the necessary steps for ingestion as recommended by Axon.

3.1 PARTNER AGENCY INGESTIONS

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

Exhibit A

Scope of Services

4. PROJECT MANAGEMENT

4.1 MANAGEMENT RESOURCES

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

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

4.2 REQUIREMENTS PLANNING

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

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

4.3 CHANGE CONTROL

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

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

4.4 MILESTONE COMPLETION REPORT (MCR)

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

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

Exhibit A Scope of Services

5. CLIENT COMMITMENTS

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

Exhibit A Scope of Services

6. SUPPORT

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

Exhibit A Scope of Services

ATTACHMENT A – MILESTONE COMPLETION REPORT (MCR)

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

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

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

Today's date: _____

Client name: _____

Signature: _____

Printed name: _____

Title: _____

Email: _____

SAMPLE

Exhibit A Scope of Services

ATTACHMENT B – PROJECT CHANGE ORDER

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

AXON ENTERPRISE, INC.

CLIENT

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

SAMPLE

Exhibit B Compensation



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

Q-576968-45565.634BC

Issued: 09/30/2024

Quote Expiration: 12/20/2024

Estimated Contract Start Date: 01/01/2025

Account Number: 483826

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Fresno County (CA) District Attorney's Office 2100 Tulare St Fresno, CA 93721-2103 USA	Fresno County (CA) District Attorney's Office 2100 Tulare St Fresno CA 93721-2103 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Brandon Campbell Phone: Email: bcampbell@axon.com Fax:	Jerry Stanley Phone: (559) 600-4366 Email: JStanley@fresnocountyca.com:

Quote Summary

Program Length	66 Months
TOTAL COST	\$1,483,200.00
ESTIMATED TOTAL W/ TAX	\$1,483,200.00

Discount Summary

Average Savings Per Year	\$327,472.73
TOTAL SAVINGS	\$1,801,100.00

Exhibit B Compensation

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$285,048.55	\$0.00	\$285,048.55
Jul 2026	\$290,700.00	\$0.00	\$290,700.00
Jul 2027	\$296,514.00	\$0.00	\$296,514.00
Jul 2028	\$302,444.28	\$0.00	\$302,444.28
Jul 2029	\$308,493.17	\$0.00	\$308,493.17
Total	\$1,483,200.00	\$0.00	\$1,483,200.00

Exhibit B Compensation

Quote Unbundled Price:	\$3,284,300.00
Quote List Price:	\$1,777,100.00
Quote Subtotal:	\$1,483,200.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
AttorneyPrem	Justice Premier	250	6	\$187.00	\$99.00	\$0.00	\$0.00	\$0.00	\$0.00
AttorneyPrem	Justice Premier	250	60	\$198.92	\$107.24	\$98.88	\$1,483,200.00	\$0.00	\$1,483,200.00
A la Carte Services									
101347	AXON JUSTICE - PSO - ONSITE SUPPORT	1			\$20,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$1,483,200.00	\$0.00	\$1,483,200.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	250	01/01/2025	06/30/2025
Justice Premier	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	250	01/01/2025	06/30/2025
Justice Premier	73618	AXON COMMUNITY REQUEST	250	01/01/2025	06/30/2025
Justice Premier	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	250	01/01/2025	06/30/2025
Justice Premier	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	250	01/01/2025	06/30/2025
Justice Premier	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	250	01/01/2025	06/30/2025
Justice Premier	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	250	01/01/2025	06/30/2025
Justice Premier	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	250	07/01/2025	06/30/2030
Justice Premier	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	250	07/01/2025	06/30/2030
Justice Premier	73618	AXON COMMUNITY REQUEST	250	07/01/2025	06/30/2030
Justice Premier	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	250	07/01/2025	06/30/2030
Justice Premier	73838	AXON EVIDENCE - ECOM LICENSE - PRO FOR PROSECUTOR	250	07/01/2025	06/30/2030
Justice Premier	85762	AXON AUTO-TRANSCRIBE - JUSTICE ACCESS	250	07/01/2025	06/30/2030
Justice Premier	85767	AXON EVIDENCE - DISCOVERY MODULE ACCESS	250	07/01/2025	06/30/2030

Services

Bundle	Item	Description	QTY
Justice Premier	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	16
Justice Premier	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	16
Justice Premier	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	250
Justice Premier	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	250
A la Carte	101347	AXON JUSTICE - PSO - ONSITE SUPPORT	1

Exhibit B Compensation

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2100 Tulare St	Fresno	CA	93721-2103	USA

Payment Details

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	101347	AXON JUSTICE - PSO - ONSITE SUPPORT	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	AttorneyPrem	Justice Premier	250	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jul 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	AttorneyPrem	Justice Premier	250	\$285,048.55	\$0.00	\$285,048.55
Total				\$285,048.55	\$0.00	\$285,048.55

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	AttorneyPrem	Justice Premier	250	\$290,700.00	\$0.00	\$290,700.00
Total				\$290,700.00	\$0.00	\$290,700.00

Jul 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	AttorneyPrem	Justice Premier	250	\$296,514.00	\$0.00	\$296,514.00
Total				\$296,514.00	\$0.00	\$296,514.00

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	AttorneyPrem	Justice Premier	250	\$302,444.28	\$0.00	\$302,444.28
Total				\$302,444.28	\$0.00	\$302,444.28

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	AttorneyPrem	Justice Premier	250	\$308,493.17	\$0.00	\$308,493.17
Total				\$308,493.17	\$0.00	\$308,493.17

Exhibit C

Compensation

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Technology Professional Liability (Errors and Omissions).** Technology professional liability (errors and omissions) insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate. Coverage must encompass all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks.
- (F) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Definition of Cyber Risks. "Cyber Risks" include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor's obligations under Exhibit E of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion

Exhibit D

related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor's obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

2. Additional Requirements

- (A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.
- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
 - (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
 - (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
 - (iv) The technology professional liability insurance certificate must also state that coverage encompasses all of the Contractor's obligations under this Agreement, including but not limited to claims involving Cyber Risks, as that term is defined in this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and

Exhibit D

possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than thirty (30) days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit E

Data Security

1. Definitions

Capitalized terms used in this Exhibit E have the meanings set forth in this section 1.

(A) “**Authorized Employees**” means the Contractor’s employees who have access to Personal Information.

(B) “**Authorized Persons**” means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit E.

(C) “**Director**” means the County’s Director of Internal Services/Chief Information Officer or his or her designee.

(D) “**Disclose**” or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.

(E) “**Person**” means any natural person, corporation, partnership, limited liability company, firm, or association.

(F) “**Personal Information**” means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, local government records, or Non-Content Data (as defined in Exhibit F).

(G) “**Privacy Practices Complaint**” means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit E.

(H) “**Security Safeguards**” means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit E.

(I) “**Security Breach**” means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.

Exhibit E

(J) “**Use**” or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.

2. Standard of Care

(A) The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information only as permitted in this Agreement.

(B) The Contractor acknowledges that Personal Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information remains in the County (or persons from whom the County receives or has received Personal Information) regardless of the Contractor’s, or any Authorized Person’s, Use of that Personal Information.

(C) The Contractor agrees and covenants in favor of the Country that the Contractor shall:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;

(ii) Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit E;

(iii) not Use, Disclose, sell, rent, license, or otherwise make available Personal Information for the Contractor’s own purposes or for the benefit of anyone other than the County, without the County’s express prior written consent, which the County may give or withhold in its sole and absolute discretion; and not, directly or indirectly, Disclose Personal Information to any person (an “Unauthorized Third Party”) other than Authorized Persons pursuant to this Agreement, without the Director’s express prior written consent.

(D) Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information.

(E) The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information as if they

Exhibit E

were the Contractor's own actions and omissions.

3. Information Security

(A) The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.

(B) The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.

(C) Without limiting the Contractor's obligations under section 3(A) of this Exhibit E, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:

limiting Use of Personal Information strictly to the Contractor's and Authorized Persons' technical and administrative personnel who are necessary for the Contractor's, or Authorized Persons', Use of the Personal Information pursuant to this Agreement;

(ii) ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;

(iii) to the extent that they contain or provide access to Personal Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

(iv) encrypting all Personal Information at advance encryption standards of

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Advanced Encryption Standards (AES) of 128 bit or higher (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection);

(v) strictly segregating Personal Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information is not commingled with any other types of information;

(vi) having a patch management process including installation of all operating system and software vendor security patches;

(vii) maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and providing appropriate privacy and information security training to Authorized Employees.

(D) During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit E. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information by any Authorized Employees.

(E) The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information received from the County

(F) The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable, erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

(A) Within forty-eight (48) hours upon the Contractor's confirmation of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone numbers, followed promptly by email at the following email address: (559) 600-4463 or (559) 600-7154 / dahelp@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.

(B) Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit E, the Parties shall coordinate with each other to investigate the Security Breach. Through the Contractor's Incident Response Team, the Contractor will advise and debrief the County on investigation efforts and findings.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed

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reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

(C) County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit E, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

(D) The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit E.

(E) The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information in the scope of Contractor's Services, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

(A) The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

(B) Upon the County's prior written request with at least 30 days notice, to confirm the Contractor's compliance with this Exhibit E, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall reasonably cooperate with such assessment, audit or examination, as applicable. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit E. Notwithstanding the foregoing, Contractor, in its reasonable discretion may refuse to allow access to certain environments during an assessment, audit, or examination if in the Contractor's sole discretion, it will present a security risk to Contractor. The Contractor shall ensure that all Authorized Persons who use Personal Information agree to the same restrictions and conditions in this Exhibit E. that apply to the Contractor with respect to such Personal Information by incorporating the

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relevant provisions of these provisions into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

6. Return or Destruction of Personal Information. Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information, and certify in writing to the County that such Personal Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information, as provided in this Exhibit E, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and copies of Personal Information. If return or disposal of such Personal Information or copies of Personal Information is not feasible, the Contractor shall notify the County accordingly, specifying the reason, and continue to extend the protections of this Exhibit E to all such Personal Information and copies of Personal Information. The Contractor shall not retain any copy of any Personal Information after returning or disposing of Personal Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information that the Contractor retains if return or disposal is not feasible and to all Personal Information that the Contractor may later discover.

7. Equitable Relief. The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit E may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. Survival. The respective rights and obligations of the Contractor and the County as stated in this Exhibit E shall survive the termination of this Agreement.

9. No Third Party Beneficiary. Nothing express or implied in the provisions of in this Exhibit E is intended to confer, nor shall anything in this Exhibit E confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

10. No County Warranty. The County does not make any warranty or representation whether any Personal Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Compliant.

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Axon Cloud Services Terms of Use Appendix

Definitions.

- 1.1. **"County Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within County's tenant, including media or multimedia uploaded into Axon Cloud Services by County. County Content includes Evidence but excludes Non-Content Data.
- 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an County. Evidence is a subset of County Content.
- 1.3. **"Non-Content Data"** is data, configuration, and usage information about County's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include County Content.
- 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting County a subscription to Axon Cloud Services, County may access and use Axon Cloud Services to store and manage County Content. County may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, County may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). County may not upload non-TASER Data to Axon Evidence Lite.
3. **County Owns County Content.** County controls and owns all right, title, and interest in County Content. Except as outlined herein, Axon obtains no interest in County Content, and County Content is not Axon's business records. County is solely responsible for uploading, sharing, managing, and deleting County Content. Axon will only have access to County Content for the limited purposes set forth herein. County agrees to allow Axon access to County Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure County Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and County Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
5. **County Responsibilities.** County is responsible for (a) ensuring County owns County Content; (b) ensuring no County Content or County end user's use of County Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If County becomes aware of any violation of this Agreement by an end user, County will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. County will also maintain the security of end usernames and passwords and security and access by end users to County Content. County is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable County regulation and standards. County may not sell, transfer, or sublicense access to any other entity or person. County shall contact Axon immediately if an unauthorized party may be using County's account or County Content, or if account information is lost or stolen.
 - 5.2. To the extent County uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** County's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. County agrees to allow Axon access to Non-Content Data from County to (a) perform troubleshooting, maintenance, or

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

7. **Intentionally Omitted**

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

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

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

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

- 12.4. Users of Axon Records at the County may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the County exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** County and County end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete County Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve County Content. County will not incur additional fees if County downloads County Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide County Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all County Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all County Content from Axon Cloud Services. Axon will offer a 180-day extension if needed to retrieve all County content.
15. **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 service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If County is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If County is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, County will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: County Owns County Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Professional Services Appendix

Utilization of Services. County must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

1. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with County to assess County’s deployment and determine which on-site services are appropriate. If County requires more than four (4) consecutive on-site days, County must purchase additional days. Axon Full Service options include:

<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon’s observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for County’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for County’s in-house instructors who can support County’s Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

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

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Add-on Services Appendix

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

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

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

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

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

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Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Prosecutor purchases Axon Auto-Transcribe as part of a bundle or Axon Evidence subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Evidence license term, or (2) date Axon provisions Axon Auto-Transcribe to Prosecutor. If Prosecutor purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Prosecutor. Axon Auto-Transcribe minutes expire one year after being provisioned to Prosecutor by Axon. If Prosecutor cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Prosecutor an On-Demand subscription to Axon Auto-Transcribe, Prosecutor may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Prosecutor with reviewing and transcribing individual evidence items. In the event Prosecutor uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Prosecutor on upgrading Prosecutor's Axon Auto-Transcribe On-Demand to better meet Prosecutor's needs.

- 3) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

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Axon Application Programming Interface Appendix

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

4. **County Responsibilities.** When using API Service, County and its end users may not:

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

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

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is considered Axon's API Content, including:

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

Exhibit F

Axon Investigate Appendix

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

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Exhibit F

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.