

**Terry Crow**  
Commissioner Precinct 1

**Skeet Phillips**  
Commissioner Precinct 2



**Jakie Allen**  
County Judge

FILED FOR RECORD  
KAUFMAN CO. TEXAS

2026 JAN 14 PM 4:20

LAURA A HUGHES  
COUNTY CLERK

BY: 

**Kelly Lane**  
Commissioner Precinct 3

**Tommy Moore**  
Commissioner Precinct 4

## NOTICE OF REGULAR MEETING

Notice is hereby given that a regular meeting of the Kaufman County Commissioners' Court will be held on **Tuesday, January 20, 2026, at 9:00 a.m., in the Commissioners' Court Meeting Room located in the Courthouse Annex 100 North Washington Street, Kaufman, Texas**, at which time the commissioners' court will consider the following items for discussion, and possible action, to wit:

### INVOCATION:

PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG:

PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG:

REMARKS FROM VISITORS; (Any member of the public that wishes to speak on an item that is on this agenda will need to sign in, complete a Public Participation Form, and present to County Clerk prior to court. Speakers will be restricted to a three-minute presentation.)

1. **ROUTINE CORRESPONDENCE**
2. **CONSENT AGENDA**
  - A. Discuss/Consider/Accept the Commissioners Court regular meeting minutes for January 13, 2026.
3. **Fire Marshal:** Discuss/Consider/Approve order prohibiting outdoor burning (Burn Ban)
4. **Cortney Gladney:** Discuss/Consider/Accept the Collections Department 4<sup>th</sup> Quarter 2025 Analysis.
5. **Robert Hunter:** Discuss/Consider/Accept the Veterans Services Department Quarterly report for 1<sup>st</sup> Quarter FY 2026.
6. **Chuck Mohnkern:** Discuss/Consider/Accept the Kaufman County Treasurer's Monthly Report for December, 2025.
7. **Chuck Mohnkern:** Discuss/Consider/Accept the Kaufman County Treasurer's Quarterly Investment Report for October through December, 2025.
8. **Constable Johnson:** Discuss/Consider/Approve a contract with Axon to provide video evidence equipment, platform, evidence management system and Taser CEW devices.
9. **Tommy Riggs:** Discuss/Consider/Approve adopting Kaufman County CDL Drug and Alcohol Testing Policy.
10. **Lorena Diaz:** Discuss/Consider/Approve declaring Collision & Crime a sole source for Leica Geosystems RTC360 Laser Scanner.
11. **Lorena Diaz:** Discuss/Consider/Approve the purchase of a Leica Geosystems RTC360 Laser Scanner for the Sheriff's Department utilizing grant funds through a Sole Source Procurement.
12. **Lorena Diaz:** Discuss/Consider/Approve the reclassification of the current vacant Buyer 1 position to a Purchasing Administrative Coordinator Position.
13. **Casey Morris:** Discuss/Consider/Approve granting Utility Easement and Covenant of Access to Farmers Electric Cooperative, Inc. for the Kaufman County Lake Ray Hubbard project.

14. **Commissioner Phillips:** Discuss/Consider/Approve correction to December 30, 2025, Commissioners' Court appointment of ESD#6 Commissioners. This correction is as follows: On December 10, 2024, the Commissioners Court appointed ESD#6 Commissioners Mark Duncan, Mario Luna and Robert Schleich for a 2-year term ending on December 31, 2026. Mark Duncan, Mario Luna, and Robert Schleich remain ESD #6 Commissioners until the expiration of their terms on December 31, 2026. Bradley Lewis and Sandra Taylor are appointed to a two-year term beginning retroactively on January 1, 2026, and expiring on December 31, 2027. Dana Curry and Rick Barnes are not re-appointed as their terms expired on December 31, 2025.
15. **Ross Winstead:** Discuss/Consider scheduling public hearing by resolution regarding the Petitions for the Creation of Kaufman County Fresh Water Supply District No. 8-10 and related districts for a single project located in the unincorporated area of the County, and issue notice of date and time of public hearing.
16. **Judge Allen:** Discuss/Consider exiting regular meeting and enter into a public hearing.
17. **Public Hearing:** To receive input regarding not allowing Thru Trucks and placing "No Thru Truck" signs on the following County Roads withing Precinct 4: County Road 4024; using SH 274 to County Road 4023.
18. **Judge Allen:** Discuss/Consider exiting public hearing and enter back into the regular meeting.
19. **Judge Allen:** Discuss/Consider/Approve not allowing thru trucks on the portion of County Road 4024 located in the unincorporated area of Kaufman County Precinct 4 and placing "No Thru Trucks" signs on the following county road within Precinct 4: County Road 4024; using SH 274 to County Road 4023.
20. **Auditor:** Discuss/Consider line item and budget transfers/corrections.
21. **Auditor:** Discuss/Consider claims for payment and/or Financial Information as provided by the County Auditor.
22. **Judge Allen:** Discuss/Consider exiting regular meeting and entering into executive session:
  - a. Pursuant to Texas Government Code Section 551.071, the Commissioners Court will meet in closed session to consult with counsel regarding pending or contemplated litigation, subjects, or settlement offers, including but not limited to:
    - i. Kaufman County, Texas v. Texas General Mechanical et al.;
    - ii. Construction Law Matters; and
    - iii. Potential claims/cases involving EEOC, Civil Rights, county issues.
  - b. Pursuant to Texas Government Code Sections 551.0761 and 551.087 to discuss Kaufman County's network security and infrastructure and security incident.
22. **Judge Allen:** Discuss/Consider exiting executive session and entering back into the regular meeting.
23. **Judge Allen:** Discuss/Consider taking any action resulting from executive session.
24. **Adjourn Meeting.**

If during the meeting, a discussion of any item on the agenda should be held in a closed meeting, the Commissioners' Court will conduct a closed meeting in accordance with the Texas Open Meetings Act and the Government Code, Chapter 551, Subchapter D and E; as noted below

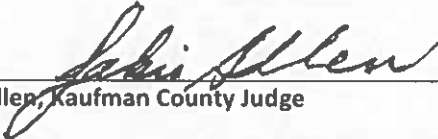
Attorney Consultation	Gov't Code §551.071
Real Property	Gov't Code §551.072
Contract being negotiated	Gov't Code §551.0725

Prospective gifts or donations	Gov't Code §551.073
Personnel Matters	Gov't Code §551.074
County Advisory Body deliberations	Gov't Code §551.0745
Security Devices or Security Audits and Infrastructure	Gov't Code §551.0761 and 551.089
Economic Development negotiations	Gov't Code §551.087

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. Should any final action, final decision, or final vote be required in the opinion of the Commissioners' Court with regards to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

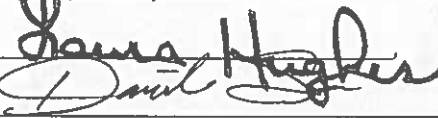

- (a) in the open meeting covered by the notice upon the reconvening of the public meetings; or
- (b) at a subsequent open public meeting of the Commissioners' Court upon notice thereof; as the Commissioners' Court shall determine.

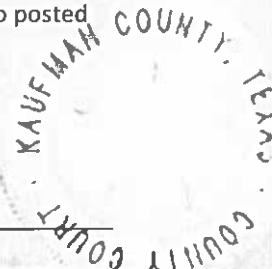
Signed this the 14th day of January, 2026.

  
 \_\_\_\_\_  
 Jackie Allen, Kaufman County Judge

I, the undersigned, County Clerk of the Kaufman County Commissioners' Court do hereby certify that the above notice of a meeting of the Kaufman County Commissioners' Court is a true and correct copy of the said notice, that I received said Notice, and it was posted on the bulletin board at the courthouse door of Kaufman County, Texas at a place readily accessible to the general public at all times on the 14th day of January, 2026, and said notice remained so posted continuously for at least 72 hours preceding the scheduled time of the said meeting.

Laura Hughes, County Clerk

By:   
 Deputy:   
 \_\_\_\_\_



**ANYONE WHO HAS IMPAIRMENTS REQUESTING AID AT THE COMMISSIONERS' COURT OR ANY PUBLIC MEETING MUST CALL THE COUNTY CLERK AT LEAST 72 HOURS BEFORE THE MEETING.**

**COMMISSIONERS COURT  
REGULAR MEETING  
JANUARY 13, 2026**

BE IT REMEMBERED that on this day, the Commissioners Court of Kaufman County, Texas met in a Regular Meeting in the Commissioners Court Meeting Room, Kaufman Texas with the following members present: **Jakie Allen**, County Judge; **Terry Crow**, Commissioner Precinct 1; **Skeet Phillips**, Commissioner Precinct 2; **Kelly Lane**, Commissioner Precinct 3; **Tommy Moore**, Commissioner Precinct 4; **Laura Hughes**, County Clerk.

**INVOCATION;**

**PLEDGE OF ALLEGIANCE TO THE AMERICAN FLAG;**

**PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG;**

**REMARKS FROM VISITORS;**

**CONSENT AGENDA**

2. There came on to be a motion to accept the Consent Agenda, except for Item D.

A. Accept Commissioners Court Meeting Minutes for January 6, 2026.

B. Accept Tax Assessor-Collector's Monthly Property Tax Collections Report for November 2025.

C. Accept Tax Assessor-Collector's Monthly Auto Collections Report for November 2025.

~~D. Approve a budget neutral department restructuring by combining 2 Class 2 positions to 1 Class 4 position.~~

E. Approve Star Transit Ridership Report for December 2025.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Crow.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE DEPARTMENT RESTRUCTURE**

2 D. There came on to be a motion to approve a budget neutral department restructuring by combining two (2) - Class 2 positions to one (1) - Class 4 position, in Precinct 4 Road and Bridge.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Kelly Lane.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE PURCHASE**

3. There came on to be a motion to approve the purchase of a 2025 275 XE Compact Track Loader for Road & Bridge Precinct #1, utilizing Sourcewell Contract #011723.

Motion was made by Commissioner Terry Crow and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO TABLE ROAD ABANDONMENT**

4. There came on to be a motion to table the abandonment of 11827 FM Road 1392, Terrell, Texas: Property ID: 29904, 30019, 30021, and 30027 street and alleyway, located in what used to be the Town of Lawrence.

Motion was made by Commissioner Kelly Lane and seconded by Commissioner Tommy Moore.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE ROAD BOND FUNDING TRANSFER**

5. There came on to be a motion to approve Precinct 4 2019 Road Bond Funding Transfers, in the amount of \$248,332.29.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Terry Crow.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE APPOINTMENTS**

6. There came on to be a motion to approve the appointment of Emergency Service District (ESD) Board Members for ESD#7: Summer Alford 2 - year term January 1, 2026 - December 31, 2027, and Hershel Kykema 2 - year term January 1, 2026 – December 31, 2027, to-replace Kevin Johnson and Ashley Hunsaker.

Motion was made by Commissioner Terry Crow and seconded by Commissioner Skeet Phillips.

Motion was put to a vote with Commissioner Terry Crow, Commissioner Skeet Phillips, and County Judge Jackie Allen voting 'for' and Commissioner Tommy Moore, Commissioner Kelly Lane voting 'against'. Motion carried and is so ordered.

**MOTION TO APPROVE RE-APPOINTMENT**

7. There came on to be a motion to approve re-appointment of Larry Eggett, Mike Holley, Janas Byrnes, Jody Deller, and Betty Mayfield to the Norville Center Children's Shelter Board.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Terry Crow.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE LINE-ITEM AND BUDGET TRANSFERS/CORRECTIONS**

8. There came on to be a motion to approve Line-Item and Budget Transfers/Corrections.

Motion was made by Commissioner Kelly Lane and seconded by Commissioner Tommy Moore.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE CLAIMS FOR PAYMENT**

9. There came on to be a motion to approve Claims for Payment.

Motion was made by Commissioner Tommy Moore and seconded by Commissioner Terry Crow.

Motion was put to a vote. Motion carried and is so ordered.

**MOTION TO APPROVE EXITING REGULAR MEETING AND ENTER INTO EXECUTIVE SESSION**

10. There came on to be a motion to approve exiting Regular Meeting and enter into Executive Session.

A. Pursuant to Texas Government Code Section 551.071: Consultation with Counsel regarding pending or contemplated litigation, subjects, or settlement offers, including but not limited to:

- i. Price v. White; Case 3:24-CV-1387-L
- ii. Bates v Kaufman County; Case 116800-489
- iii. Toombs v Kaufman County; Case 3:24-CV00892-B
- iv. Kaufman County, Texas v. Texas General Mechanical et al
- v. Construction Law Matters and
- vi. Potential claims/cases involving EEOC, Civil Rights, county issues

B. Pursuant to Texas Government Code Sections 551.0761 and 551.089: Discussion of Kaufman County's network security and infrastructure and security incident.

Motion was made by Commissioner Terry Crow and seconded by Commissioner Skeet Phillips.

Motion was put to a vote. Motion carried and is so ordered.

**EXECUTIVE SESSION**

Executive Session was held. Judge has certified agenda.

**MOTION TO APPROVE EXITING EXECUTIVE SESSION AND ENTER INTO REGULAR MEETING**

11. There came on to be a motion to approve exiting Executive Session and enter into Regular Meeting.

Motion was made by Commissioner Kelly Lane and seconded by Commissioner Tommy Moore.

Motion was put to a vote. Motion carried and is so ordered.

**NO ACTION TAKEN ON EXECUTIVE SESSION**

**MOTION TO ADJOURN**

12. There came on to be a motion to adjourn.

Motion was made by Commissioner Skeet Phillips and seconded by Commissioner Tommy Moore.

Motion was put to a vote. Motion carried and is so ordered.

I, Laura Hughes, County Clerk of Kaufman County, Texas, do hereby certify that the above Commissioner Court Minutes are true and correct record of the proceedings from the Commissioners Court Meeting.

ATTEST:



Laura Hughes, County Clerk

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

**Note:** This form is required for agenda requests, with the exception of supporting materials or attachments. Forms should be returned to the County Judge's Office by email to [Ashley.kirby@kaufmancounty.net](mailto:Ashley.kirby@kaufmancounty.net), and [Kasey.hovis@kaufmancounty.net](mailto:Kasey.hovis@kaufmancounty.net) at the Justice Center located at 1902 US Hwy. 175, Kaufman, Texas, 75142 for inclusion on the court's agenda. Items will not be included if submitted after the deadline which is **Wednesday at 12:00 P.M (Noon)** preceding the court meeting. Items will also be omitted if no supporting documents are included with your request. Regular court meetings are held each Tuesday of the month.

<b>COURT DATE REQUESTED:</b>  Jan 20, 2026	<b>SUBMITTED BY:</b>  <b>DEPARTMENT:</b> Fire Marshal Office	<b>PERSON PRESENTING:</b>  Mike Taylor
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<b>ITEM REQUESTED IS FOR:</b>  <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Action/Consideration <input type="checkbox"/> Discussion/Report <input type="checkbox"/> Executive Session <input type="checkbox"/> Public Workshop
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<b>ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)</b> Consider approval of order prohibiting outdoor burning (Burn Ban).
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STATE OF TEXAS

§  
§  
§

COUNTY OF KAUFMAN

**ORDER PROHIBITING OUTDOOR BURNING**

WHEREAS, the Texas Forest Service and the Kaufman County Fire Marshal have determined that drought conditions exist within the county;

WHEREAS, the Commissioners Court of Kaufman County finds that circumstances present in all or part of the unincorporated area of the county create a public safety hazard that would be exacerbated by outdoor burning;

IT IS HEREBY ORDERED by the Commissioners Court of Kaufman County that all outdoor burning is prohibited in the unincorporated areas of the county for 90 days from the date of adoption of this Order, unless the restrictions are terminated earlier based on a determination by the County Fire Marshal that the circumstances that required the Order no longer exist.

This Order is adopted pursuant to Local Government Code §352.081, and other applicable statutes. This Order does not prohibit outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: (1) firefighter training; (2) public utility, natural gas pipeline or mining operations; (3) planting or harvesting of agricultural crops; or (4) burns that are conducted by a prescribed burn manager certified under Natural Resources Code §153.048 and meet the standards of Natural Resources Code §153.047.

In accordance with Local Government Code §352.081(h), a violation of this Order is a Class C misdemeanor, punishable by a fine not to exceed \$500.00.

ADOPTED this the 20<sup>th</sup> day of January, 2026, by vote of \_\_\_ ayes and \_\_\_ nays.

\_\_\_\_\_  
Jakie Allen, County Judge

Attest:

\_\_\_\_\_  
Laura Hughes, County Clerk

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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<b>COURT DATE REQUESTED:</b>  1/20/26	<b>SUBMITTED BY:</b> CORTNEY GLADNEY <b>DEPARTMENT:</b> COLLECTIONS	<b>PERSON PRESENTING:</b>  CORTNEY GLADNEY
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<b>ITEM REQUESTED IS FOR:</b>  <input type="radio"/> Consent Agenda <input type="radio"/> Action/Consideration <input checked="" type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop
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<b>ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)</b>  Collections Department 4th Quarter 2025 Analysis
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**Collections Department Quarterly Analysis  
January 2026 Report - Fourth Quarter of 2025**

	<b>2024</b>	<b>2025</b>
<b>October</b>	\$ 129,813.10	\$ 120,447.08
<b>November</b>	\$ 100,074.26	\$ 104,023.91
<b>December</b>	\$ 118,522.74	\$ 137,306.89
<b>Total</b>	\$ 348,410.10	\$ 361,777.88
<b>Previous quarter July-September 2025</b>		\$ 382,357.16
<b>Decrease of 5.38 % from previous quarter</b>		
<b>Increase of 3.83 % over same period in 2024</b>		
<b>Total Collections 2025</b>	<b>\$1,514,974.39</b>	

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<b>COURT DATE REQUESTED:</b>  1/27/26	<b>SUBMITTED BY:</b> Robert Hunter <b>DEPARTMENT:</b> Veterans Services Department	<b>PERSON PRESENTING:</b>  Robert Hunter
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**ITEM REQUESTED IS FOR:**

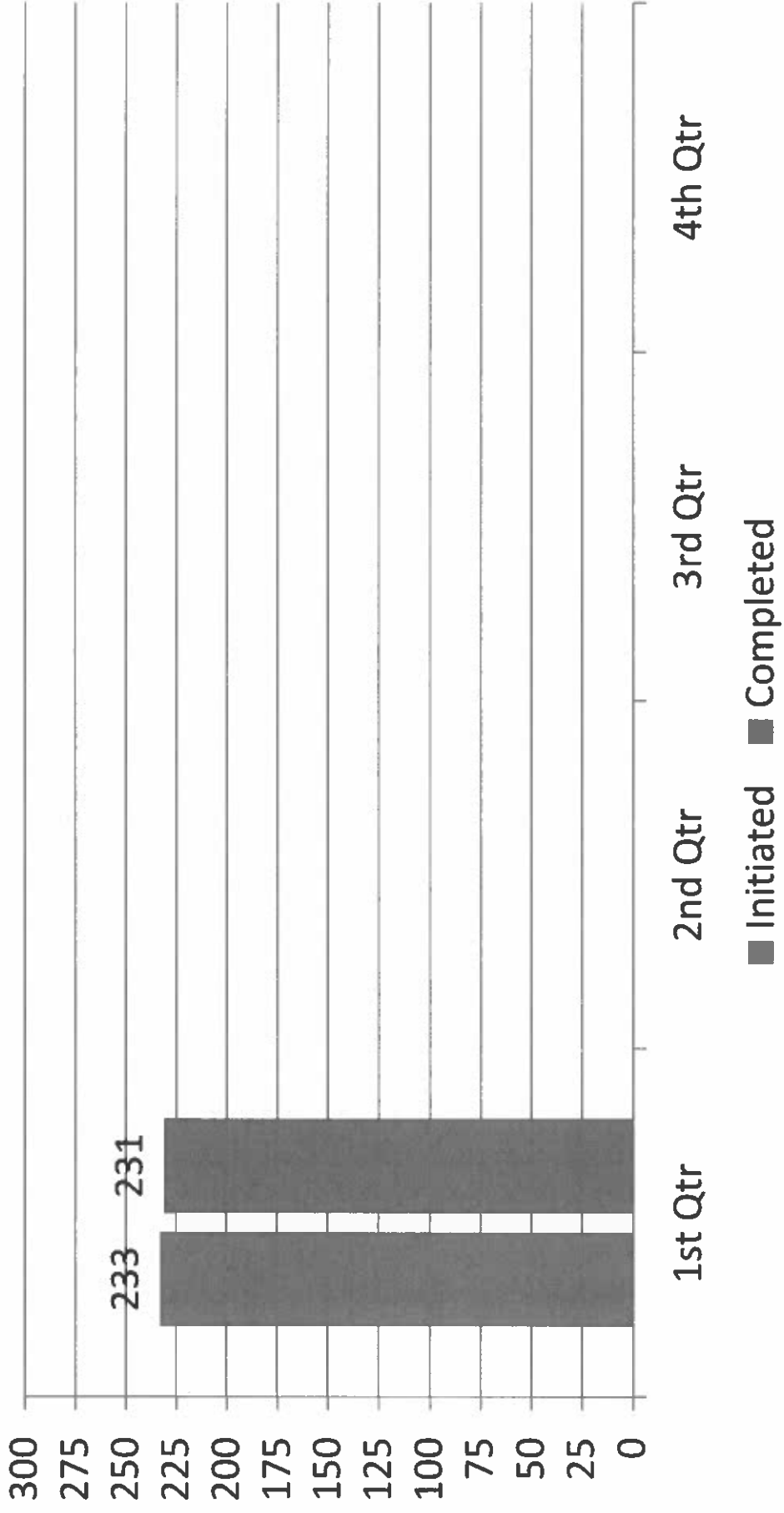
- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

**ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)**

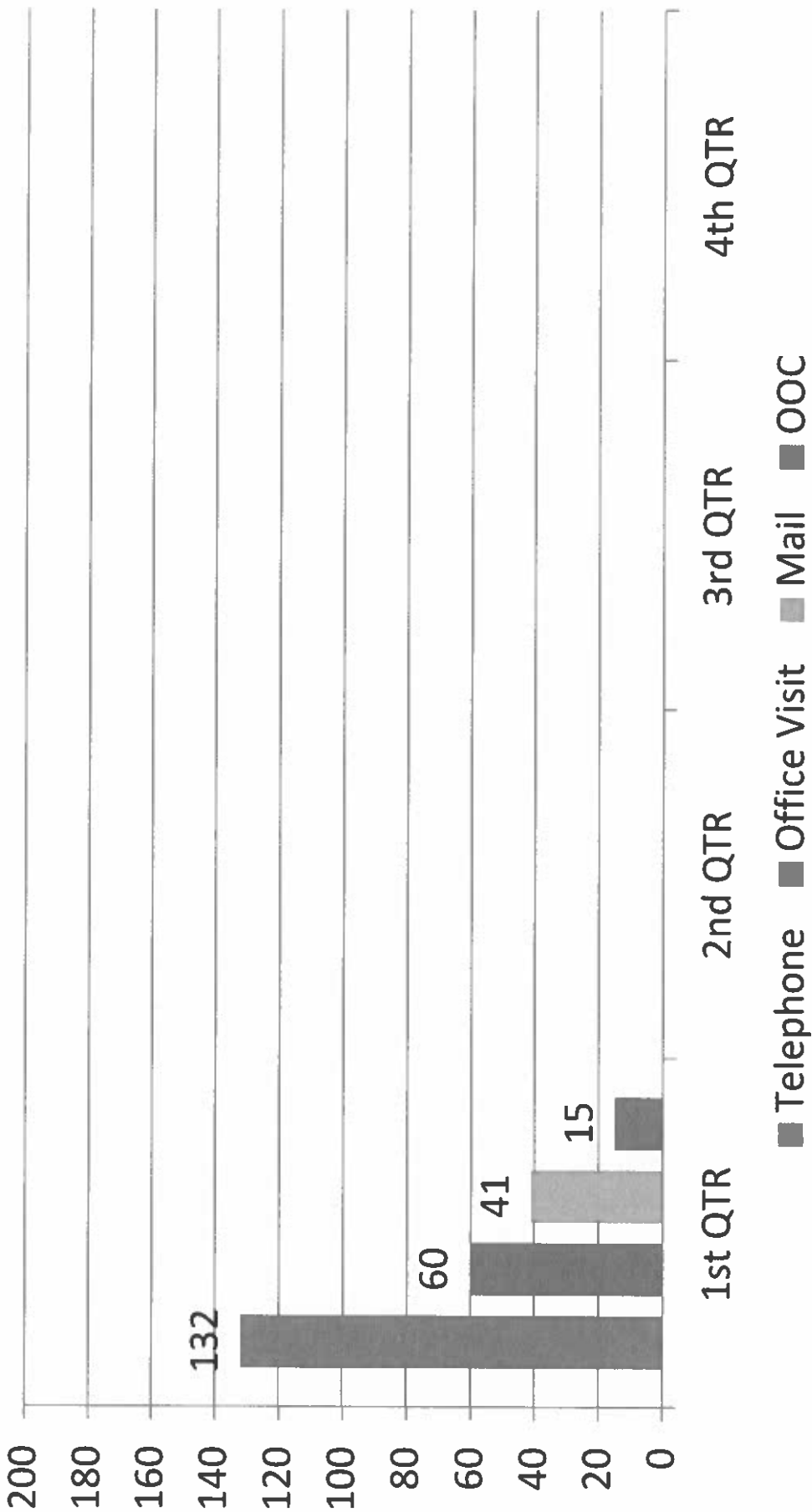
To consider and accept the Veterans Services Department Quarterly report for 1st Quarter FY 2026.

# Veterans Services 1<sup>st</sup> QTR FY25

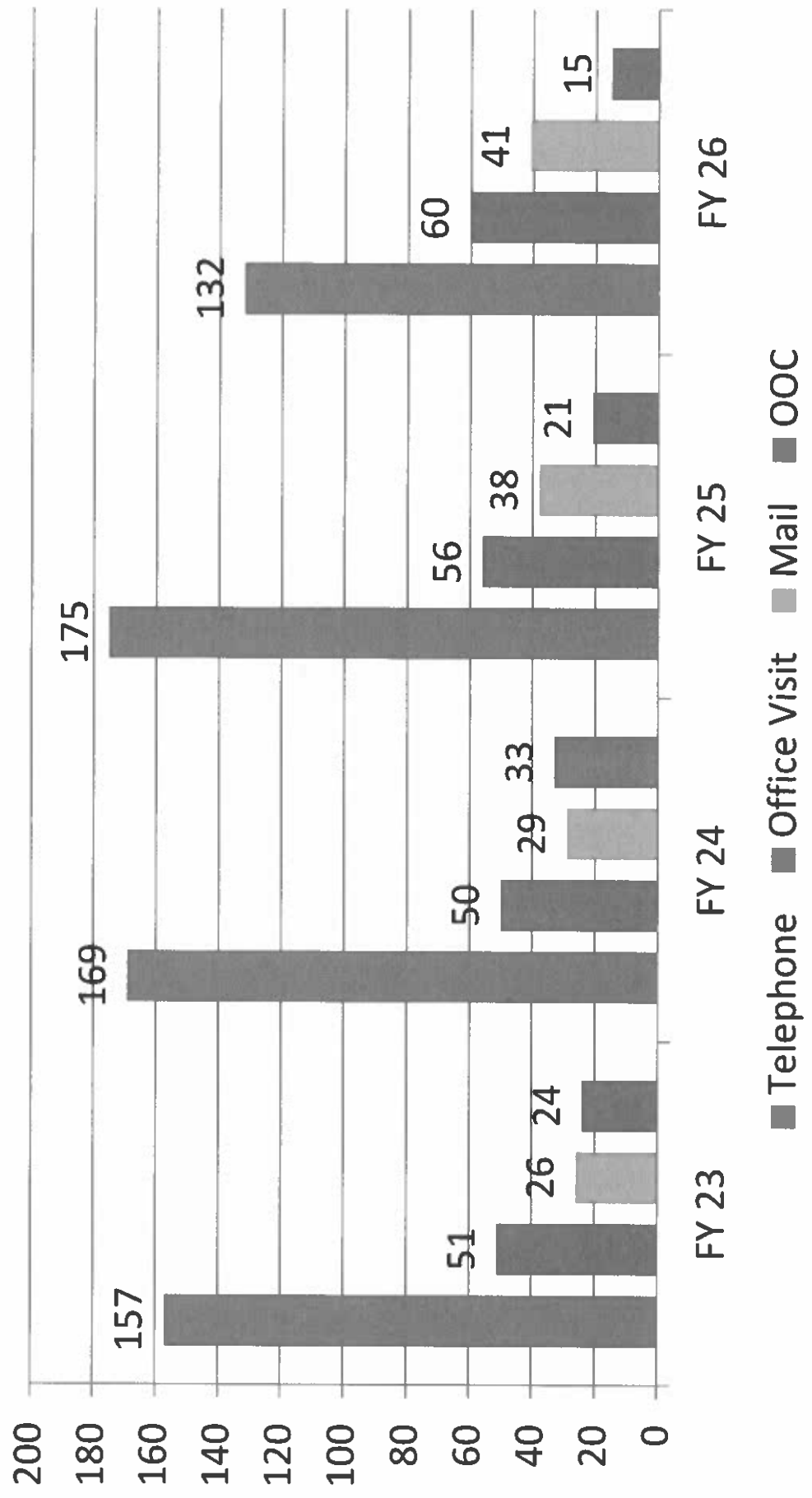
## 233 Veteran Service Actions this FY



# Current FY Overview

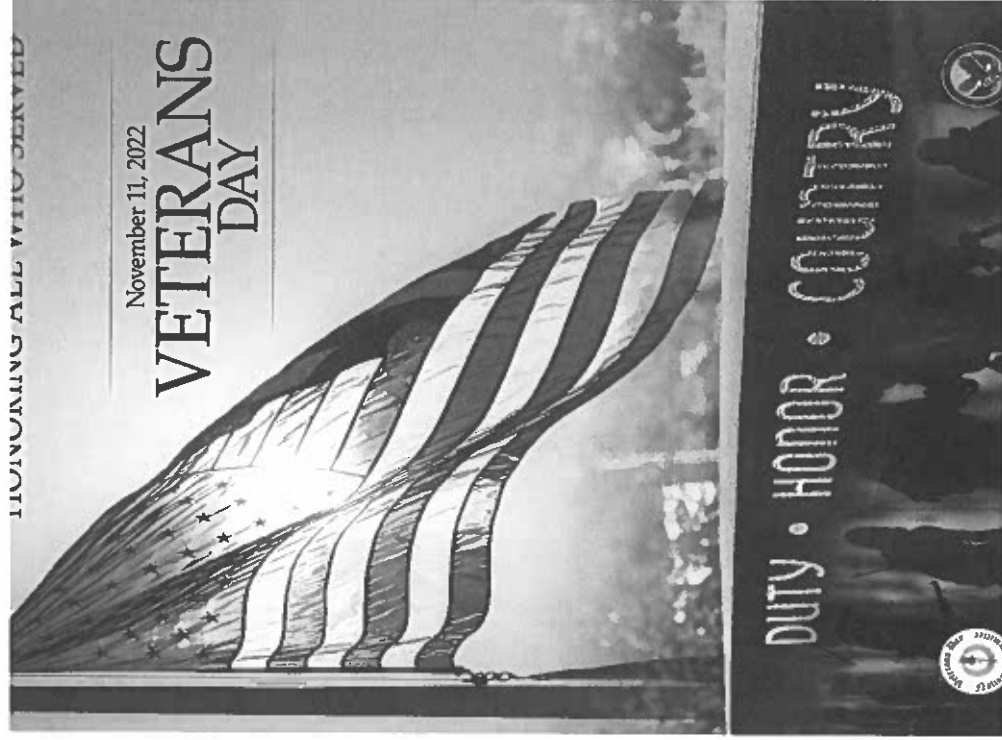


# Comparison by Quarter



# Highlights

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Dedication of the  
AH-1 Cobra was  
conducted in  
conjunction with  
Veterans Day  
Ceremony.

# Highlights

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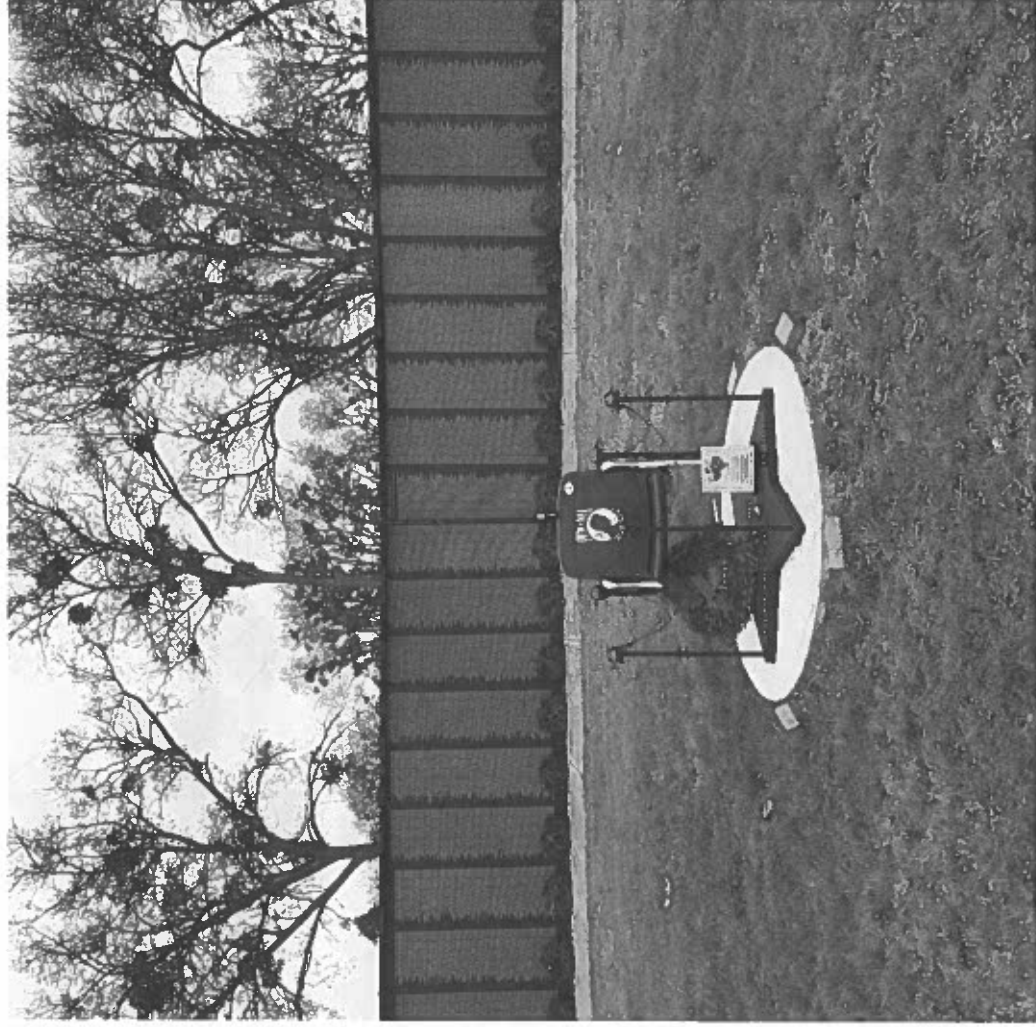


4th Annual Kaufman  
Jr. High field trip  
Day.

Mrs. Arrington's  
Students from 8  
periods were  
rotated through the  
park on Nov 17<sup>th</sup>  
with a presentation  
and tour of the Park  
and its purpose.

# Highlights

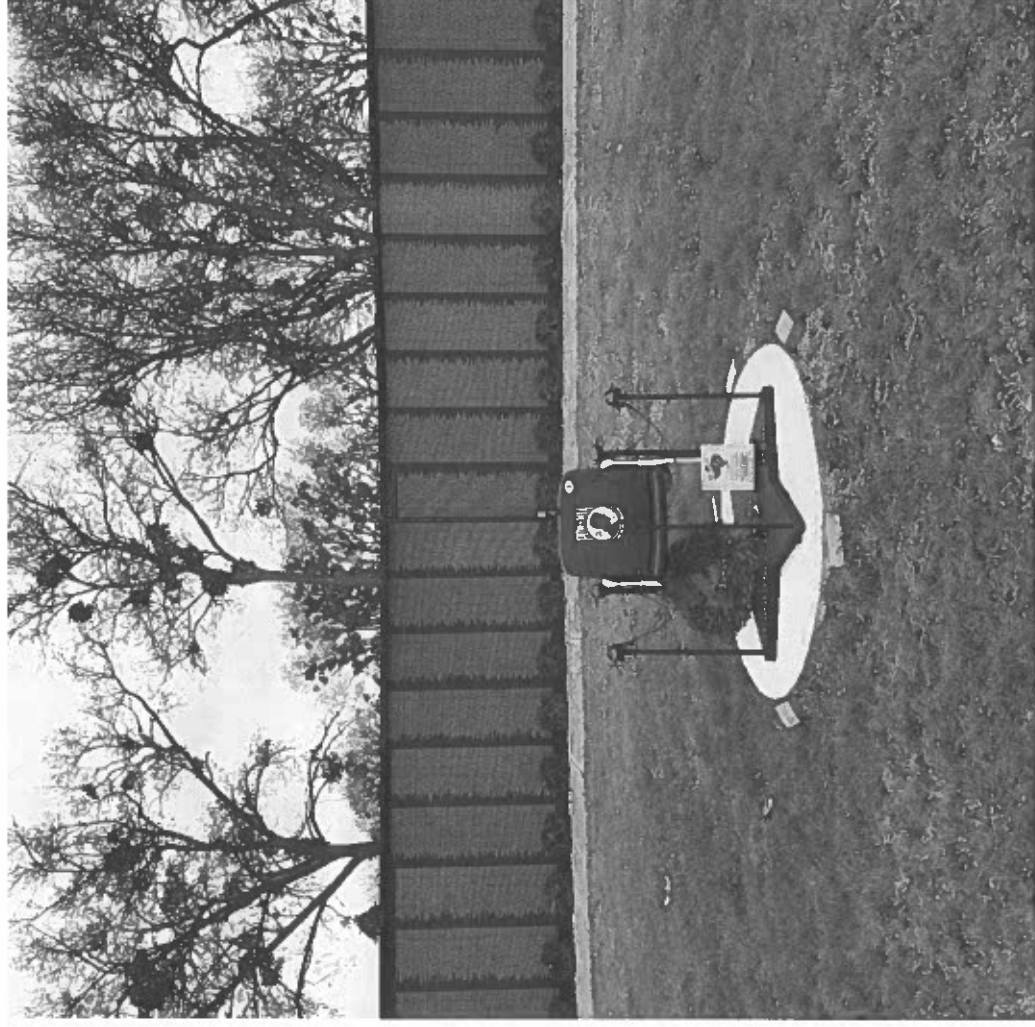
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Wreaths Across America Ceremony was conducted on December 13<sup>th</sup>, there was a great turnout.

# Highlights

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Kaufman County  
Veterans Memorial  
Park was accepted by  
the Woody Williams  
Foundation as a  
future site for a Gold  
Star Family  
Monument. Expected  
dedication date is:  
September 27<sup>th</sup> 2026.

# Veterans Services Quarterly Report

## 1st Quarter FY 2026

Telephone Requests		
Opened	Closed	%
132	131	99.24

Office Visits		
Opened	Closed	%
60	59	98.33

Mail Requests		
Opened	Closed	%
41	41	100.00

Total Tickets		
Opened	Closed	%
233	231	99.14

# Veterans from outside Kaufman County	
	15

# Veterans in Kaufman County *	
	7125

	GDX Funding #s *		
	Direct	Medical	Total
FY2023	\$114,999	\$59,935	\$184,357
FY2022	\$94,551	\$50,816	\$153,235
FY2021	\$71,457	\$41,166	\$120,354
FY2020	\$61,529	\$38,960	\$107,909
FY2019	\$53,127	\$38,352	\$98,985
			Expenditures in \$000s

\* Information obtained from the VA Geographic Distribution of Expenditures FY 2023

## KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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<b>COURT DATE REQUESTED:</b>  01/20/2026	<b>SUBMITTED BY:</b> J. Johnson <b>DEPARTMENT:</b> Constable 2	<b>PERSON PRESENTING:</b>  Constable Jason Johnson
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<b>ITEM REQUESTED IS FOR:</b>  <input type="radio"/> Consent Agenda <input checked="" type="radio"/> Action/Consideration <input type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop
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<b>ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)</b>  Discuss and approve contract with Axon to provide video evidence equipment, platform, evidence management system and Tazer CEW devices.
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**First Amendment to the Agreement**

This First Amendment ("Amendment") is between Axon Enterprise, Inc., a Delaware corporation ("Axon"), and Kaufman County, Texas acting by and through its Kaufman County Constable Pct. 2 ("Customer"). This Amendment is effective as of the last signature date on this Amendment ("Effective Date"). Axon and Customer are each a "Party" and collectively "Parties".

Whereas, the Customer executed Quote No. Q-693394-45825BH, dated June 20, 2025, which references and is governed by the Axon Master Services and Purchasing Agreement ("MSPA") and is incorporated herein by reference (the "Agreement");

Whereas, the Customer has elected to make this purchase through the BuyBoard Cooperative Purchasing Program under BuyBoard Contract 743-24 (the "BuyBoard Contract");

The Parties therefore agree as follows:

1. The Parties desire that the BuyBoard Contract is hereby incorporated herein by reference.
2. All other terms and conditions, including the MSPA, shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

**Axon Enterprise, Inc.**

**Customer**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 88-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**Q-693394-45839MS**  
 155337 07602025  
 Quote Expiration: 08/30/2025  
 Estimated Contract Start Date: 08/01/2025

Account Number: 453249  
 Payment Terms: M30  
 Mode of Delivery: UPS-GND  
 Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Kaufman County Constable Pct. 2 - TX 200 E Main St Formerly: TX 75128-4008 USA	Kaufman County Constable Pct. 2 - TX 200 E Main St Formerly: TX 75128-4008 USA Email: william.jones@kaufmanso.com

SALES REPRESENTATIVE	PRIMARY CONTACT
Brayden Herrera Phone: Email: bherrera@axon.com Fax:	William 335 Jones Phone: (972) 932-4337 Email: william.jones@kaufmancounty.net Fax: (972) 932-9751

**Quote Summary**

Program Length	60 Months
TOTAL COST	\$1,506,691.03
ESTIMATED TOTAL W/ TAX	\$1,508,691.03

**Discount Summary**

Average Savings Per Year	\$95,799.08
TOTAL SAVINGS	\$478,995.41

**Maryanne Solis**

Digitally signed by Maryanne Solis  
 Date: 2025.07.08 16:52:10

Heather Guin

Digitally signed by Heather Guin  
 Date: 2025.07.10 15:13:42

-07'00'

**Payment Summary**

Date	Subtotal	Tax	Total
Aug 2025	\$4,000.00	\$0.00	\$4,000.00
Oct 2025	\$311,523.79	\$0.00	\$311,523.79
Oct 2026	\$297,791.81	\$0.00	\$297,791.81
Oct 2027	\$297,791.81	\$0.00	\$297,791.81
Oct 2028	\$297,791.81	\$0.00	\$297,791.81
Oct 2029	\$297,791.81	\$0.00	\$297,791.81
<b>Total</b>	<b>\$1,506,691.03</b>	<b>\$0.00</b>	<b>\$1,506,691.03</b>

Quote Unbundled Price: \$1,985,744.67  
 Quote List Price: \$1,514,725.47  
 Quote Subtotal: \$1,506,691.03

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$102,569.43	\$102,569.43	\$0.00	\$102,569.43
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$105,026.77	\$105,026.77	\$0.00	\$105,026.77
M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	41	60	\$467.22	\$287.06	\$287.06	\$706,167.60	\$0.00	\$706,167.60
Flex3A	Fleet 3 Advanced	22	60	\$279.98	\$189.57	\$189.57	\$250,232.40	\$0.00	\$250,232.40
<b>A la Carte Hardware</b>									
101408	AXON FUSUS - CORE - CAD	1			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4			\$600.00	\$0.00	\$0.00	\$0.00	\$0.00
101391	AXON FUSUS - CORE - ELITE AI 2.0 4TB HDD	1			\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10			\$3,058.00	\$3,058.00	\$30,580.00	\$0.00	\$30,580.00
F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	22			\$1,713.00	\$1,713.00	\$37,686.00	\$0.00	\$37,686.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
<b>A la Carte Software</b>									
100112	AXON AIR - EVIDENCE COM LICENSE - PILOT DATA	4	60		\$32.76	\$0.00	\$0.00	\$0.00	\$0.00
80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	10	60		\$16.92	\$16.92	\$10,152.00	\$0.00	\$10,152.00
11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	10	63		\$1,065.00	\$1,065.00	\$10,650.00	\$0.00	\$10,650.00
89760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	60		\$22.57	\$4.51	\$11,104.44	\$0.00	\$11,104.44
80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	60		\$22.57	\$22.57	\$13,542.00	\$0.00	\$13,542.00
80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	29	60		\$19.20	\$19.20	\$23,040.00	\$0.00	\$23,040.00
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	60		\$64.01	\$64.01	\$38,406.00	\$0.00	\$38,406.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	60		\$70.52	\$64.83	\$158,993.49	\$0.00	\$158,993.49
<b>A la Carte Services</b>									
12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1			\$2,500.00	\$0.00	\$0.00	\$0.00	\$0.00
73886	AXON STANDARDS - IMPLEMENTATION SERVICE	1			\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			\$6,000.00	\$1.00	\$1.00	\$0.00	\$1.00
85144	AXON BODY - PSO - STARTER	1			\$10,000.00	\$1.00	\$1.00	\$0.00	\$1.00
<b>A la Carte Warranties</b>									
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	10	60		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RUSUS - CORE - EXTENDED WARRANTY	1	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RUSUS - CORE - EXTENDED WARRANTY	4	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
101424	AXON RUSUS - CORE - EXTENDED WARRANTY	1	48		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	48		\$17.33	\$0.00	\$0.00	\$0.00	\$0.00
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	60		\$1.36	\$1.36	\$816.00	\$0.00	\$816.00
80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	60		\$10.14	\$10.14	\$6,084.00	\$0.00	\$6,084.00
<b>Total</b>							<b>\$1,506,691.03</b>	<b>\$0.00</b>	<b>\$1,506,691.03</b>

# Delivery Schedule

## Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	08/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERBOARD - NORTH AMERICA	1	1	08/01/2025
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	100989	AXON FLEET - CRADLEPOINT R920-CYA-4YR NETWORK CLOUD	22	1	08/01/2025
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	71200	AXON FLEET - AIRGAIN ANT - 5IN-1 2LTE 2WIFI 16GSS BL	22	1	08/01/2025
BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	72048	AXON FLEET 3 - SIM INSERTION - ATT	22	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100126	AXON VR - TACTICAL BAG	2	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	41	2	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100396	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	820	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	410	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100591	AXON TASER - CLEANING KIT	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100611	AXON TASER 10 - SAFARI/LAND HOLSTER - RH	41	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SLIT (V2)	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	41	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100748	AXON VR - CONTROLLER - TASER 10	2	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR:9H	2	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101122	AXON VR - HOLSTER - T10 SAFARI/LAND GRAY - RH	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101123	AXON VR - HOLSTER - T10 SAFARI/LAND GRAY - LH	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101294	AXON VR - TABLET	2	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101300	AXON VR - TABLET CASE	2	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	41	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	9	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	41	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71019	AXON BODY - DOCK POWERBOARD - NORTH AMERICA	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	82	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 7.5 IN	1	1	08/01/2025
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	22	1	08/01/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	1	08/01/2025
A1a Cartr	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	1	1	08/01/2025
A1a Cartr	101391	AXON FUSUS - CORE - ELITE A12.0 4ATTB HDD	1	1	08/01/2025
A1a Cartr	101408	AXON FUSUS - CORE - CAD	1	1	08/01/2025

**Hardware**

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A1a Carte	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	1	08/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	08/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	08/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	08/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100210	AXON VR - TAP REFRESH 1 - TABLE	2	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	42	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73639	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	6	1	02/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	120	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	08/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	130	1	08/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	330	1	08/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	42	1	08/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73638	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	6	1	08/01/2030
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	22	1	08/01/2030

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	41	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101205	AXON FUSUS - LICENSE - PRO USER	41	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE COM LICENSE	1	08/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE COM LICENSE	41	08/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20370	AXON VR - USER ACCESS - FULL VR	41	08/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	41	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	41	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73618	AXON COMMUNITY REQUEST	41	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73638	AXON STANDARDS - LICENSE	41	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	41	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	410	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73688	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	41	09/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73739	AXON PERFORMANCE - LICENSE	41	08/01/2025	08/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	41	08/01/2025	08/31/2030
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	22	08/01/2025	08/31/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	22	08/01/2025	08/31/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL TIME LOCATION, ALERTS, & LIVESTREAM	22	08/01/2025	08/31/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	44	09/01/2025	08/31/2030
A1a Carte	100112	AXON AIR - EVIDENCE COM LICENSE - PILOT DATA WRITING	4	09/01/2025	08/31/2030
A1a Carte	101283	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	41	09/01/2025	08/31/2030
A1a Carte	11521	AXON FLEET - FLEET VEHICLE LICENSE	10	09/01/2025	08/31/2030
A1a Carte	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	09/01/2025	08/31/2030
A1a Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	09/01/2025	08/31/2030
A1a Carte	80402	AXON FLEET - LICENSE - REAL TIME LOCATION, ALERTS, & LIVESTREAM	10	09/01/2025	08/31/2030
A1a Carte	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	09/01/2025	08/31/2030

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	85780	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	09/01/2025	09/31/2030

**Services**

Bundle	Item	Description	QTY
BUNDLE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	41
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	2
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	41
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	22
A la Carte	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1
A la Carte	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1
A la Carte	85144	AXON BODY - PSO - STARTER	1

**Warranties**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	41	09/01/2025	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	1	09/01/2025	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80466	AXON BODY - TAP WARRANTY - CAMERA	5	09/01/2025	09/31/2030
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	10	09/01/2025	09/31/2030
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	09/01/2025	09/31/2030
A la Carte	80485	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	09/01/2025	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100197	AXON VR - EXT WARRANTY - HEADSET	2	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100213	AXON VR - EXT WARRANTY - TABLET	2	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	41	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	9	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	41	09/01/2026	09/31/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80336	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/01/2026	09/31/2030
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	22	09/01/2026	09/31/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	22	09/01/2026	09/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	09/01/2026	09/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	09/01/2026	09/31/2030
A la Carte	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	09/01/2026	09/31/2030
A la Carte	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	09/01/2026	09/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	200 E Main St	Forney	TX	75128-4008	USA
2	200 E Main St	Forney	TX	75128-4008	USA

Payment Details

Aug 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1A	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	\$0.00	\$0.00	\$0.00
Year 1A	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$489.52	\$0.00	\$489.52
Year 1A	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	\$0.00	\$0.00	\$0.00
Year 1A	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 1A	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 1A	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1A	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1A	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 1A	11521	AXON FLEET - CRADLEPOINT NET/QUID ESSENTIALS RENEWAL - 5YR	10	\$32.79	\$0.00	\$32.79
Year 1A	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 1A	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.00	\$0.00	\$0.00
Year 1A	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	\$94.16	\$0.00	\$94.16
Year 1A	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 1A	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1A	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$2.51	\$0.00	\$2.51
Year 1A	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	\$41.70	\$0.00	\$41.70
Year 1A	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	\$18.25	\$0.00	\$18.25
Year 1A	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	10	\$31.26	\$0.00	\$31.26
Year 1A	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	\$70.94	\$0.00	\$70.94
Year 1A	80465	AXON BODY - TAP WARRANTY - MULTIBAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 1A	80485	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	\$18.73	\$0.00	\$18.73
Year 1A	85144	AXON BODY - PSO - STARTER	1	\$0.00	\$0.00	\$0.00
Year 1A	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	\$34.19	\$0.00	\$34.19
Year 1A	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	22	\$116.04	\$0.00	\$116.04
Year 1A	Fiscal3A	Fleet 3 Advanced	22	\$770.48	\$0.00	\$770.48
Year 1A	H00002	ABA Multi Bay Dock Bundle	1	\$5.05	\$0.00	\$5.05
Year 1A	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	41	\$2,174.38	\$0.00	\$2,174.38
<b>Total</b>				<b>\$4,000.00</b>	<b>\$0.00</b>	<b>\$4,000.00</b>

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Debits	100552	TRANSFER CREDIT - GOODS	1	\$105,026.77	\$0.00	\$105,026.77
Debits	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$102,569.43	\$0.00	\$102,569.43
Year 1B	100112	AXON AIR - EVIDENCE.COM LICENSE - PILOT DATA	4	\$0.00	\$0.00	\$0.00
Year 1B	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	41	\$12,719.45	\$0.00	\$12,719.45
Year 1B	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	\$0.00	\$0.00	\$0.00
Year 1B	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 1B	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00

Oct 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1B	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 1B	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1B	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 1B	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	10	\$852.00	\$0.00	\$852.00
Year 1B	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 1B	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.08	\$0.00	\$0.08
Year 1B	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	\$2,446.40	\$0.00	\$2,446.40
Year 1B	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 1B	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 1B	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	\$65.28	\$0.00	\$65.28
Year 1B	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	\$1,083.36	\$0.00	\$1,083.36
Year 1B	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	\$3,072.48	\$0.00	\$3,072.48
Year 1B	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	10	\$812.16	\$0.00	\$812.16
Year 1B	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	\$1,843.20	\$0.00	\$1,843.20
Year 1B	80495	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 1B	85144	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	\$495.72	\$0.00	\$495.72
Year 1B	85144	AXON BODY - PSO - STARTER	1	\$0.08	\$0.00	\$0.08
Year 1B	85780	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	\$888.36	\$0.00	\$888.36
Year 1B	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	22	\$3,014.86	\$0.00	\$3,014.86
Year 1B	Fleeet3A	Fleeet 3 Advanced	22	\$20,018.60	\$0.00	\$20,018.60
Year 1B	H00002	ABA Multi Bay Dock Bundle	1	\$131.11	\$0.00	\$131.11
Year 1B	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	41	\$56,493.43	\$0.00	\$56,493.43
<b>Total</b>				<b>\$311,523.79</b>	<b>\$0.00</b>	<b>\$311,523.79</b>

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100112	AXON AIR - EVIDENCE COM LICENSE - PILOT DATA	4	\$0.00	\$0.00	\$0.00
Year 2	101283	AXON RECORDS - DRAFT ONE - ASSISTED REPORT WRITING	41	\$36,446.07	\$0.00	\$36,446.07
Year 2	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	\$0.00	\$0.00	\$0.00
Year 2	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 2	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 2	101424	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	4	\$0.00	\$0.00	\$0.00
Year 2	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	10	\$2,441.30	\$0.00	\$2,441.30
Year 2	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.23	\$0.00	\$0.23
Year 2	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	\$7,009.86	\$0.00	\$7,009.86
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 2	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$187.05	\$0.00	\$187.05
Year 2	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	\$3,104.24	\$0.00	\$3,104.24
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	\$8,803.82	\$0.00	\$8,803.82
Year 2	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	10	\$2,327.15	\$0.00	\$2,327.15
Year 2	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	\$5,281.46	\$0.00	\$5,281.46
Year 2	80495	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 2	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	\$1,394.64	\$0.00	\$1,394.64
Year 2	85144	AXON BODY - PSO - STARTER	1	\$0.23	\$0.00	\$0.23
Year 2	85780	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	\$2,545.47	\$0.00	\$2,545.47
Year 2	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	22	\$8,638.77	\$0.00	\$8,638.77
Year 2	Fleeet3A	Fleeet 3 Advanced	22	\$57,360.84	\$0.00	\$57,360.84
Year 2	H00002	ABA Multi Bay Dock Bundle	1	\$375.68	\$0.00	\$375.68

Oct 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	M000041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	41	\$161,675.00	\$0.00	\$161,675.00
<b>Total</b>				<b>\$297,791.81</b>	<b>\$0.00</b>	<b>\$297,791.81</b>

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100112	AXON AIR - EVIDENCE COM LICENSE - PILOT DATA	4	\$0.00	\$0.00	\$0.00
Year 3	101283	AXON RECORDS - DRAFT ONE - ALASSISTED REPORT WRITING	41	\$36,446.07	\$0.00	\$36,446.07
Year 3	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	\$0.00	\$0.00	\$0.00
Year 3	101391	AXON FUSUS - CORE - ELITE M 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 3	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 3	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	4	\$2,441.30	\$0.00	\$2,441.30
Year 3	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	10	\$0.00	\$0.00	\$0.00
Year 3	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.23	\$0.00	\$0.23
Year 3	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	\$7,009.86	\$0.00	\$7,009.86
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 3	73895	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$187.05	\$0.00	\$187.05
Year 3	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	\$3,104.24	\$0.00	\$3,104.24
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	\$8,803.82	\$0.00	\$8,803.82
Year 3	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	10	\$2,327.15	\$0.00	\$2,327.15
Year 3	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	\$5,281.46	\$0.00	\$5,281.46
Year 3	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 3	80485	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	\$1,394.64	\$0.00	\$1,394.64
Year 3	85144	AXON BODY - PSO - STARTER	1	\$0.23	\$0.00	\$0.23
Year 3	85780	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	\$2,545.47	\$0.00	\$2,545.47
Year 3	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	22	\$8,638.77	\$0.00	\$8,638.77
Year 3	Fleer3A	Fleet 3 Advanced	22	\$57,380.84	\$0.00	\$57,380.84
Year 3	M00002	AB4 Multi Bay Dock Bundle	1	\$375.68	\$0.00	\$375.68
Year 3	M000041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	41	\$161,675.00	\$0.00	\$161,675.00
<b>Total</b>				<b>\$297,791.81</b>	<b>\$0.00</b>	<b>\$297,791.81</b>

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100112	AXON AIR - EVIDENCE COM LICENSE - PILOT DATA	4	\$0.00	\$0.00	\$0.00
Year 4	101283	AXON RECORDS - DRAFT ONE - ALASSISTED REPORT WRITING	41	\$36,446.07	\$0.00	\$36,446.07
Year 4	101386	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	\$0.00	\$0.00	\$0.00
Year 4	101391*	AXON FUSUS - CORE - ELITE M 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 4	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 4	11521	AXON FLEET - CRADLEPOINT NETCLOUD ESSENTIALS RENEWAL - 5YR	10	\$2,441.30	\$0.00	\$2,441.30
Year 4	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	\$0.23	\$0.00	\$0.23
Year 4	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	\$7,009.86	\$0.00	\$7,009.86
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 4	73896	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$187.05	\$0.00	\$187.05

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	\$3,104.24	\$0.00	\$3,104.24
Year 4	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	\$8,803.82	\$0.00	\$8,803.82
Year 4	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION ALERTS, & LIVESTREAM	10	\$2,327.15	\$0.00	\$2,327.15
Year 4	80403	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	\$5,281.46	\$0.00	\$5,281.46
Year 4	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 4	80465	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	\$1,394.64	\$0.00	\$1,394.64
Year 4	85144	AXON BODY - PSD - STARTER	1	\$0.23	\$0.00	\$0.23
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	\$2,545.47	\$0.00	\$2,545.47
Year 4	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	22	\$8,638.77	\$0.00	\$8,638.77
Year 4	Fleet3A	Fleet 3 Advanced	22	\$57,360.84	\$0.00	\$57,360.84
Year 4	H00002	AB4 Multi Bay Dock Bundle	1	\$375.68	\$0.00	\$375.68
Year 4	MA00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	41	\$161,875.00	\$0.00	\$161,875.00
<b>Total</b>				<b>\$297,791.81</b>	<b>\$0.00</b>	<b>\$297,791.81</b>

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100112	AXON AIR - EVIDENCE COM LICENSE - PILOT DATA	4	\$0.00	\$0.00	\$0.00
Year 5	101283	AXON RECORDS - DRAFT ONE - A-ASSISTED REPORT WRITING	41	\$36,446.07	\$0.00	\$36,446.07
Year 5	101366	AXON FUSUS - CORE - PRO 2.0 4TB HDD	4	\$0.00	\$0.00	\$0.00
Year 5	101391	AXON FUSUS - CORE - ELITE AI 2.0 44TB HDD	1	\$0.00	\$0.00	\$0.00
Year 5	101408	AXON FUSUS - CORE - CAD	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	4	\$0.00	\$0.00	\$0.00
Year 5	101424	AXON FUSUS - CORE - EXTENDED WARRANTY	1	\$0.00	\$0.00	\$0.00
Year 5	11521	AXON FLEET - CRADLEPOINT NETLOUD ESSENTIALS RENEWAL - 5YR	10	\$2,441.30	\$0.00	\$2,441.30
Year 5	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1	\$0.00	\$0.00	\$0.00
Year 5	20379	AXON VR - PSD - FULL INSTALLATION - INSIDE SALES	1	\$0.23	\$0.00	\$0.23
Year 5	72640	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	10	\$7,009.86	\$0.00	\$7,009.86
Year 5	73896	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	10	\$0.00	\$0.00	\$0.00
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	10	\$187.05	\$0.00	\$187.05
Year 5	80400	AXON STANDARDS - IMPLEMENTATION SERVICE	1	\$0.00	\$0.00	\$0.00
Year 5	80402	AXON EVIDENCE - FLEET VEHICLE LICENSE	10	\$3,104.24	\$0.00	\$3,104.24
Year 5	80410	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	10	\$8,803.82	\$0.00	\$8,803.82
Year 5	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION ALERTS, & LIVESTREAM	10	\$2,327.15	\$0.00	\$2,327.15
Year 5	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	20	\$5,281.46	\$0.00	\$5,281.46
Year 5	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	\$0.00	\$0.00	\$0.00
Year 5	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	10	\$1,394.64	\$0.00	\$1,394.64
Year 5	85144	AXON BODY - PSD - STARTER	1	\$0.23	\$0.00	\$0.23
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	41	\$2,545.47	\$0.00	\$2,545.47
Year 5	F00011	BUNDLE - FLEET CRADLEPOINT R920 SINGLE MODEM KIT	22	\$8,638.77	\$0.00	\$8,638.77
Year 5	Fleet3A	Fleet 3 Advanced	22	\$57,360.84	\$0.00	\$57,360.84
Year 5	H00002	AB4 Multi Bay Dock Bundle	1	\$375.68	\$0.00	\$375.68
Year 5	MA00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	41	\$161,875.00	\$0.00	\$161,875.00
<b>Total</b>				<b>\$297,791.81</b>	<b>\$0.00</b>	<b>\$297,791.81</b>

**Acceptance of Terms:**

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

**Exceptions to Standard Terms and Conditions**

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

Q-413541, Q-435349, Q-461424, Q-615749, Q-634347, Q-639212, Q-660371

Agency is terminating those contracts effective 9/1/2025. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$207,596. This balance includes outstanding invoices - INUS277135 and INUS298516.

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

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

Outstanding Invoice - INUS298516 - 11/15/2024 - \$14,485.40

Signature

Date Signed

7/11/2025



**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### Cradlepoint Terms and Conditions:

By accepting this Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of this Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the partner of record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

#### ACEIP:

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



## Master Services and Purchasing Agreement

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

### 1. **Definitions.**

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

### 4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

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

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

### 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("Spare Axon Devices"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.
- 7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.



- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("Trial Period") as described in a quote issued ("Trial Quote"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("Trial Products"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("Axon Products") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)



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use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic In Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.



**Master Services and Purchasing Agreement**

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

Axon Enterprise, Inc.

**CUSTOMER:**

\_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Axon Cloud Services Terms of Use Appendix**

**1. Definitions.**

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
  - 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
  - 1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
  - 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
  - 1.6. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
  - 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - 1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
  - 1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary



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

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



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

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
  - 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
  - 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
  - 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.
  - 13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. 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 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
  - 13.2. 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. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
  - 13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
  - 13.4. End Users of Axon Records 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 Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:
  - 14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.
  - 14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.



- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 17.2. 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;
  - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 17.6. 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
  - 17.7. 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.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

## AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

### 1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

### 2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
  - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
  - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
  - 2.3.3. **End User Inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

### 3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.



4. **Customer Responsibilities.**

4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or Improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.



## Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to [aceip@axon.com](mailto:aceip@axon.com).

### Axon Obligations

#### ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

#### Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

#### Opt Out

Customer may opt out of ACEIP Basic at any time via [aceip@axon.com](mailto:aceip@axon.com). Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

#### ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to [aceip@axon.com](mailto:aceip@axon.com).



Professional Services Appendix

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

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

<b>System set up and configuration</b> <ul style="list-style-type: none"><li>• Instructor-led setup of Axon View on smartphones (if applicable)</li><li>• Configure categories and custom roles based on Customer need</li><li>• Register cameras to Customer domain</li><li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li><li>• One on-site session included</li></ul>
<b>Dock configuration</b> <ul style="list-style-type: none"><li>• Work with Customer to decide the ideal location of Docks and set configurations on Dock</li><li>• Authenticate Dock with Axon Evidence using admin credentials from Customer</li><li>• On-site assistance, not to include physical mounting of docks</li></ul>
<b>Best practice implementation planning session</b> <ul style="list-style-type: none"><li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers</li><li>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li><li>• Provide referrals of other customers using the Axon camera devices and Axon Evidence</li><li>• Recommend rollout plan based on review of shift schedules</li></ul>
<b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
<b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
<b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
<b>Users go-live training and support sessions</b> <ul style="list-style-type: none"><li>• Assistance with device set up and configuration</li><li>• Training on device use, Axon Evidence, and Evidence Sync</li></ul>
<b>Implementation document packet</b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
<b>Post go-live review</b>

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

<b>System set up and configuration (Remote Support)</b> <ul style="list-style-type: none"><li>• Instructor-led setup of Axon View on smartphones (if applicable)</li><li>• Configure categories &amp; custom roles based on Customer need</li></ul>
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<ul style="list-style-type: none"><li>• Troubleshoot IT issues with Axon Evidence and Dock access</li></ul>
<b>Dock configuration</b> <ul style="list-style-type: none"><li>• Work with Customer to decide the ideal location of Dock setup and set configurations on Dock</li><li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer</li><li>• Does not include physical mounting of docks</li></ul>
<b>Axon Instructor training (Train the Trainer)</b> <p>Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<b>User go-live training and support sessions</b> <ul style="list-style-type: none"><li>• Assistance with device set up and configuration</li><li>• Training on device use, Axon Evidence, and Evidence Sync</li></ul>
<b>Implementation document packet</b> <p>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

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

<b>System set up and configuration</b> <ul style="list-style-type: none"><li>• Configure Axon Evidence categories &amp; custom roles based on Customer need.</li><li>• Troubleshoot IT issues with Axon Evidence.</li><li>• Register users and assign roles in Axon Evidence.</li><li>• <b>For the CEW Full-Service Package:</b> On-site assistance included</li><li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li></ul>
<b>Dedicated Project Manager</b> <p>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout</p>
<b>Best practice implementation planning session to include:</b> <ul style="list-style-type: none"><li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers</li><li>• Discuss the importance of entering metadata and best practices for digital data management</li><li>• Provide referrals to other customers using TASER CEWs and Axon Evidence</li><li>• <b>For the CEW Full-Service Package:</b> On-site assistance included</li><li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li></ul>
<b>System Admin and troubleshooting training sessions</b> <p>On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence</p>
<b>Axon Evidence Instructor training</b> <ul style="list-style-type: none"><li>• Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.</li><li>• <b>For the CEW Full-Service Package:</b> Training for up to 3 individuals at Customer</li><li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual at Customer</li></ul>
<b>TASER CEW inspection and device assignment</b> <p>Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<b>Post go-live review</b> <p><b>For the CEW Full-Service Package:</b> On-site assistance included. <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

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

<b>Archival of CEW Firing Logs</b> <p>Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models</p>
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### Return of Old Weapons

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

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

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

#### System set up and configuration (Remote Support)

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

#### Axon instructor training (Train the Trainer)

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

#### Classroom and practical training sessions

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

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

#### System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

#### Axon instructor training (Train the Trainer)

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

#### Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

#### System set up and configuration

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



<b>Disclosures</b> <ul style="list-style-type: none"><li>• Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:<ol style="list-style-type: none"><li>1. Public Defender Case Sharing</li><li>2. Disclosure Portal</li><li>3. Download Links</li></ol></li></ul>
<b>Training</b> <ul style="list-style-type: none"><li>• Agency Trainers. Axon works with the Agency to identify the Agency 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. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.</li><li>• Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.</li></ul>
<b>Go-Live Plan</b> <ul style="list-style-type: none"><li>• Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.</li></ul>
<b>Implementation document packet</b> <ul style="list-style-type: none"><li>• Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</li></ul>
<b>Post go-live review</b>

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.



Technology Assurance Plan Appendix

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

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



## TASER Device Appendix

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

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



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

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



**Axon Auto-Tagging Appendix**

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("CAD") or Records Management Systems ("RMS"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional 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 fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.



**Axon ALPR Appendix**

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "Axon Fleet") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

**1. Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

**2. Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

**3. Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

**4. Axon Fleet Specific Terms.**

- 4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or



service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("WOS"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("WOS Updates") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.



### Axon Respond Appendix

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

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



**Axon Virtual Reality Content Terms of Use Appendix**

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

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



**Axon Evidence Local Software Appendix**

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("Updates") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

**Axon Application Programming Interface Appendix**

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

**1. Definitions.**

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

**2. Purpose and License.**

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

**3. Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.**4. Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

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

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

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



**Axon Channel Services Appendix**

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

**1. Definitions.**

- 1.1. "Axon Digital Evidence Management System" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. "Active Channel" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. "Inactive Channel" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
- 2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("Channel Services SOW"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
- 3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional 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.
- 4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
- 5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
- 6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.
- 7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
- 8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
  - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
  - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
  - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
  - 8.4. Ensure all appropriate data backups are performed;
  - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
  - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
  - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



**Axon Technical Account Manager Appendix**

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Boulder PD and (1) other agency for the first 12 months of the agreement.
2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
3. **Full-Time TAM Scope of Services.**
  - 3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
  - 3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
  - 3.4. The Full-Time TAM Service options are listed below:
    - Ongoing System Set-up and Configuration**
    - Assisting with assigning cameras and registering docks
    - Maintaining Customer's Axon Evidence account
    - Connecting Customer to "Early Access" programs for new devices
    - Account Maintenance**
    - Conducting on-site training on new features and devices for Customer leadership team(s)
    - Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program
    - Conducting weekly meetings to cover current issues and program status
    - Data Analysis**
    - Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
    - Comparing Customer's Axon usage and trends to peers to establish best practices
    - Proactively monitoring the health of Axon equipment and coordinating returns when needed
    - Direct Support**
    - Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
    - Proactively monitoring the health of Axon equipment
    - Creating and monitoring RMAs on-site
    - Providing Axon app support
    - Monitoring and testing new firmware and workflows before they are released to Customer's production environment
    - Customer Advocacy**
    - Coordinating bi-annual voice of customer meetings with Axon's Device Management team
    - Recording and tracking Customer feature requests and major bugs
4. **Regional TAM Scope of Services.**
  - 4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
  - 4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
  - 4.4. The Regional TAM service options are listed below:



**Account Maintenance**

Conducting remote training on new features and devices for Customer's leadership

Thoroughly documenting issues and workflows and suggesting new workflows to improve the effectiveness of the Axon program

Conducting weekly conference calls to cover current issues and program status

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

**Direct Support**

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

**Data Analysis**

Providing quarterly Axon usage data to identify trends and program efficiency opportunities

Comparing Customer's Axon usage and trends to peers to establish best practices

Proactively monitoring the health of Axon equipment and coordinating returns when needed

**Customer Advocacy**

Coordinating bi-yearly Voice of Customer meetings with Device Management team

Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.



**Axon Investigate Appendix**

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

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



**My90 Terms of Use Appendix**

**1. Definitions.**

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
  - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
  - 1.3. **"Customer Data"** means
    - 1.3.1. **"My90 Customer Content"** which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
    - 1.3.2. **"My90 Non-Content Data"** which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
    - 1.3.3. **"Survey Response"** which means survey recipients' response to My90 Survey.
  - 1.4. **"My90 Data"** means
    - 1.4.1. **"My90 Survey"** which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
    - 1.4.2. **"Aggregated Survey Response"** which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
  - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
  - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
  - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
  3. **IP address.** Axon will not store survey respondents' IP address.
  4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
  5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified



in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
  - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
  - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfillment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon



shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
  - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
  - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
  - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
  - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
  - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
  - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
  - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
  - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
  - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
  - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.



21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. 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 My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integration into information systems including Computer Aided Dispatch ("CAD"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("Data Dashboard") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.



**Axon Event Offer Appendix**

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

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



**Axon Training Pod Appendix**

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.



**Dedrone Product Appendix**

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

**1. Definitions.**

- 1.1 "Dedrone Data" means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 "Dedrone Hardware" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 "Sensor" means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 "Dedrone Software" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.
- 1.5 "Third-Party Hardware" means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

**2. Customer License.**

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a "Prohibited Use").

**3. Customer Obligations.**

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the



Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

**3.2 Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

**4. Data Protection.**

**4.1 Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

**4.2 Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

**4.3 User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

**4.4 Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

**4.5 No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

**5. Ownership.**

**5.1 Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

**5.2 Customer Property.** Customer owns and retains all right, title, and interest in and to the User



## Master Services and Purchasing Agreement

Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

# **Kaufman County CDL Drug and Alcohol Testing Policy and Procedures**

## **Introduction**

Drivers are an extremely valuable resource for County's business. Their health and safety is a serious County concern. Drug or alcohol use may pose a serious threat to driver health and safety. It is, therefore, the policy of the County to prevent substance use or abuse from having an adverse effect on our drivers. The County maintains that the work environment is safer and more productive without the presence of alcohol, illegal or inappropriate drugs in the body or on County property. Furthermore, drivers have a right to work in an alcohol and drug-free environment and to work with drivers free from the effects of alcohol and drugs. Drivers who abuse alcohol or use drugs are a danger to themselves, their co-workers and the County's assets.

The adverse impact of substance abuse by drivers has been recognized by the federal government. The Federal Motor Carrier Safety Administration ("FMCSA") has issued regulations, which require the County to implement a controlled substance testing program. The County will comply with these regulations and is committed to maintaining a drug-free workplace. All drivers are advised that remaining drug-free and medically qualified to drive are conditions of continued employment with the County.

Specifically, it is the policy of Kaufman County that the use, sale, purchase, transfer, possession or presence in one's system of any controlled substance (except medically prescribed drugs) by any driver while on County premises, engaged in County business, while operating County equipment, or while under the authority of the County is strictly prohibited. "FMCSA" stated that mandatory testing must apply to every person who operates a commercial motor vehicle in interstate or intrastate commerce and is subject to the CDL licensing requirement.

The execution and enforcement of this policy will follow set procedures to screen body fluids (urinalysis) conduct breath testing, and/or search all driver applicants for alcohol and drug use, and those drivers suspected of violating this policy who are involved in a U.S. Department of Transportation (DOT) reportable accident or who are periodically or randomly selected pursuant to these procedures. These procedures are designed not only to detect violations of this policy, but to ensure fairness to each driver. Every effort will be made to maintain the dignity of drivers or driver applicants involved.

Neither this policy nor any of its terms are intended to create a contract of employment or to contain the terms of any contract of employment. Kaufman County retains the sole right to change, amend or modify any term or provision of this policy without notice.

This policy is effective January 20, 2026, and will supersede all prior policies and statements relating to alcohol or drugs for CDL drivers.

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

## Policy Statement

It is the policy of the Kaufman County to comply fully with the regulations mandating pre-employment, random, reasonable suspicion and post-accident and follow-up drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Drivers' License (CDL) and operate a Commercial Motor Vehicle (CMV). Positions and employees covered by this Policy shall be referred to herein as "CDL positions" and "CDL employees" respectively.

It is the policy of Kaufman County to comply with the U.S. Department of Transportation, FMCSA Clearinghouse, a secure online database that provides employers with real-time information about CDL driver drug and alcohol program violations. Kaufman County will conduct electronic queries as required by FMCSA's drug and alcohol use testing program, for checking CDL driver violation histories. Drivers may view their own records. Employees will be required to provide a consent form from the CDL holder to conduct both Limited and Specific inquiries.

This policy contains the requirements of the regulations, except where indicated that a particular provision is based on the authority of Kaufman County, as follows:

- The performance of safety-sensitive functions is prohibited by CDL employees having a breath alcohol concentration of 0.04 percent or greater as indicated by an alcohol breath test; by employees using alcohol or within four hours after using alcohol; and by employees in the possession of any medication containing alcohol unless the package seal is unbroken. In addition, Kaufman County prohibits the performance of any safety-sensitive function by an employee with a breath alcohol concentration of .02 percent or greater.
- Use of controlled substances by CDL employees covered by the Policy is prohibited and is in accordance with the regulations issued by the U.S. Department of Transportation.
- A CDL employee is performing a safety-sensitive function at the following times:
  - All time on county property, public property, or other property waiting to be dispatched to drive,
  - All time inspecting, servicing or conditioning any CMV at any time,
  - All CMV driving time,

- All time other than driving time in or upon any CMV,
- All time loading or unloading a vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving receipts for shipments loaded or unloaded,
- All time spent performing driver requirements relating to accidents, and
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

## Definitions

**Accident:** An accident is defined as an incident involving a commercial motor vehicle in which there is either a fatality, an injury treated away from the scene, or a vehicle being required to be towed from the scene.

**Alcohol** means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol including methyl and isopropyl alcohol.

**Alcohol concentration (or content)** means the alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an evidential breath test under this part.

**Breath Alcohol Technician (BAT):** A person who instructs and assists individuals in the alcohol testing process and operates an evidential breath testing device (EBT).

**Clearinghouse:** A secure online database that gives the county real-time information about CDL driver drug and alcohol program violations.

**Collection site** means a place where individuals present themselves for the purpose of providing breath, body fluid to be analyzed for alcohol or specified controlled substances. The site must possess all necessary personnel, materials, equipment, facilities and supervision to provide for the collection, security, temporary storage and transportation of shipment of the samples to a laboratory.

**Commercial Driver's License (CDL):** A special license required of drivers who drive Commercial Motor Vehicles which meets the following criteria:

- Meets or exceeds 26,001 lbs. gross vehicle weight; or
- Transports 16 or more passengers, including the driver; or
- Transports hazardous materials as determined by the Hazardous Materials Act, 49 USC 5101, and are required to placard the vehicle under the Hazardous Materials Regulations, 49 CFR chapter I, subchapter C.

**Commercial Motor Vehicle (CMV):** Any self-propelled or towed vehicle used on a highway, any roadway or passage which may be available to public transportation at

any time, whether on private or public property, in interstate or intrastate commerce to transport passengers or property when the vehicle:

- Has a gross vehicle weight rating or gross combination weight rating of 26,001 lbs. or more, whichever is greater, inclusive of a towed unit(s) with a gross vehicle weight rating or gross vehicle weight of more than 10,000 pounds; or
- Is designed to transport 16 or more passengers, including the driver; or
- Is of any size and is used in the transportation of hazardous materials as determined by the Hazardous Materials Transportation Act, 49 USC 5101, and which requires the motor vehicle to be placarded under the Hazardous Materials Regulations, 49 CFR chapter I, subchapter C.

**Confirmation Test:** For alcohol testing, a second test, following a screening test with a result of 0.02 grams or greater of alcohol per 210 liters of breath, that provides quantitative data of alcohol concentration. For controlled substances testing, a second analytical procedure to identify the presence of a specific drug or metabolite which is independent of the screen test to ensure reliability and accuracy.

**Controlled substance** has the meaning assigned by 21 U.S.C. 802 and includes all substances listed on Schedule I through V as they may be revised from time to time (21 CFR 1308).

**Designated Employer Representative (DER):** An employee authorized by Kaufman County to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in the testing and evaluation processes. The DER also receives test results and other communications for the County, consistent with the requirements of 49 CFR Part 40.3.

**Driver** means any person who operates a commercial motor vehicle. This includes, but is not limited to: full-time, regularly employed drivers: casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are directly employed by or under lease to the County or who operate a commercial motor vehicle at the direction of or with the consent of Kaufman County. For the purposes of pre-employment/pre-duty testing only, the term "driver" includes a person applying for a position with Kaufman County, which requires a CDL to drive a commercial motor vehicle.

**Drug** means any substance (other than alcohol) that is a controlled substance as defined in this section and 49 CFR Part 40.

**Evidential Breath Testing device (EBT):** A device approved by the National Highway Traffic Safety Administration ("NHTSA") for the evidential testing of breath at the 0.02 and 0.04 alcohol concentrations, placed on NHTSA's "Conforming Products List of Evidential Breath Measurement Devices" ("CPL"), and identified on the CPL as

conforming with the model specifications available from NHTSA's Traffic Safety Program.

**Medical Review Officer (MRO):** A licensed physician responsible for receiving and reviewing laboratory results generated by the county's drug testing and for evaluating medical explanations for certain drug test results.

**On duty time** means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. "On duty time" shall include:

1. All time on the County's premises, at a carrier or shipper plant, terminal or facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been released from duty by the County.
2. All time inspection, servicing, or conditioning any commercial motor vehicle at any time;
3. All driving time;
4. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth;
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
6. All time spent performing the driver requirements relating to accidents;
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Performing a Safety-Sensitive Function:** Any period in which the driver is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

**Safety-Sensitive Function:** Any of the seven on-duty functions set forth in 49 CFR Part 395.2, On-duty time, listed below:

- All time at a carrier or shipper plant, terminal, facility, or other property, waiting to be dispatch, unless the driver has been relieved from duty by the employer.
- All time inspecting equipment as required by the Federal Motor Carrier Safety Regulations, or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.

- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**Screening test:**

- In alcohol testing it means an analytical procedure to determine whether a driver may have a prohibited concentration of alcohol in his or her system.
- In controlled substance testing it means an immunoassay screen to eliminate negative urine specimens from further consideration.

**Substance Abuse Professional (SAP):** A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning evaluation, treatment, follow-up testing, and after-care.

## Responsibilities

**The Human Resources Department** is responsible for the following Drug and Alcohol Screening compliance activities:

- Ensure each employee required to have a CDL participates in an appropriate drug and alcohol testing program in accordance with DOT regulations. All results will be kept and maintained on file by the Human Resources Department pursuant to county policy.
- Review all driver qualification forms and documents for completeness and compliance.
- Maintain driver qualification files including mandatory drug testing information (for drivers operating a vehicle with a GVWR of 26,001 lbs. or more, a vehicle requiring placarding for hazardous materials, or a vehicle designed to transport 16 or more passengers including the driver)
- Use the FMCSA/DOT Clearinghouse to make queries regarding CDL driver violations, as well as updating the Clearinghouse after a CDL driver has completed drug and alcohol testing in accordance with DOT regulations.

**Supervisor/Department Leads:** The duties of the driver's supervisor or his/her department include:

- Active participation in the hiring process for employees who drive CMVs, which includes:

- Ensuring all offers of employment shall be contingent upon successful conformation of prior employment, driving record, completion of physical, drug and alcohol testing, and other DOT requirements for drivers.
- Ensuring the post-offer applicant obtains his/her CDL drug testing.
- Comply with laws and policies regarding responding when CDL employees create reasonable suspicion regarding violation of drug or alcohol policies including:
  - Communicating with employee regarding suspicion (informing and requiring CDL drivers to submit a urine sample for drug/alcohol testing)
  - Driving/escorting suspected individuals to drug testing site and then to employee's residence.
  - Coordinating response with HR Department as appropriate based on observations/information
  - Submit documentation regarding observations/information leading to finding of reasonable suspension.
- Compliance with all DOT regulations including but not limited to training requirements

**Driver:** The responsibilities of a driver include:

- Avoid the use of non-prescribed drugs and alcohol while conducting safety-sensitive activities and to comply at all times with county policy.
- Submit a sample for drug or alcohol testing when called upon to do so by his/her supervisor, including random or reasonable suspicion testing for CDL drivers, pursuant to county policy (see "Refusal to Submit Form").

### **SUBSTANCE PROHIBITED/PRESCRIPTION MEDICATIONS**

- A. Alcohol use means the consumption of any beverage, mixture, or preparation, including any medications containing alcohol which, when consumed causes an alcohol concentration of 0.02 or greater.
- B. **Controlled Substance:** In accordance with FHWA rules, urinalyses will be conducted to detect the presence of the following substances:

Marijuana

Cocaine

Opioids (codeine, heroin, morphine, oxycodone, oxymorphone, hydrocodone, hydromorphone)

Amphetamines  
Phencyclidine (PCP)

- C. **Prescription Medications:** Drivers taking legally prescribed medication issued by a licensed health care professional familiar with the driver's work-related responsibilities must report such use to their immediate supervisor and may be required to present written evidence from the health care professional which describes the effects such medications may have on the driver's ability to perform his/her tasks.

In the sole discretion of the Department Lead or Human Resources Director, a driver may be temporarily removed, with pay, from a safety-sensitive position if deemed appropriate.

## **PROHIBITIONS**

### **A. Alcohol Prohibitions:**

The new alcohol rule prohibits any alcohol misuse that could affect performance of a safety-sensitive function, including:

1. Use while performing safety-sensitive functions.
  2. Use during the 4 hours before performing safety-sensitive functions.
  3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.02 or greater.
  4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines which contain alcohol (prescription or over-the-counter), unless the packaging seal is unbroken.
  5. Use during 8 hours following an accident or until he/she undergoes a post-accident test.
  6. Refusal to take a required test.
- **NOTE:** A driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform, on or be permitted to perform, safety-sensitive functions for at least 24 hours. The other consequences imposed by the regulations and addressed below do not apply. However, documentation of this test constitutes written warning that County policy has been violated and could result in disqualification of a driver and disciplinary action, up to an including

termination under Kaufman County policy.

#### **B. Drug Prohibitions:**

The regulations prohibit any drug use that could affect performance of safety-sensitive functions, including:

1. Use of any drug, except by doctor's prescription, and then only if the doctor has advised the driver that the drug will not adversely affect the driver's ability to safely operate the CMV;
2. Testing positive for drugs; and
3. Refusing to take a required test.

All drivers will inform the employee's supervisor or department lead of any therapeutic drug use prior to performing a safety-sensitive function.

## Procedures

**Types of Tests:** To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are required:

- **Pre-employment.** All applicants for employment in CDL positions, or candidates for transfer or promotion to such positions are subject to screening for improper use of controlled substances. (Pre-employment alcohol testing is optional) **Note:** A pre-employment drug test may be required for an existing employee who was removed from the random testing program for more than 30 days.
- **Post-Accident.** Conducted after accidents involving CDL employees in County vehicles whose performance could have contributed to the accident and 1) a bodily injury occurred requiring immediate medical treatment away from the scene and a citation was issued, 2) damage resulting in a disabled and towed vehicle and a citation was issued, or 3) there was a fatality regardless of whether a citation was issued.
  - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
  - CDL employees must refrain from all alcohol use until the test is complete.
  - Post-accident drug tests must be conducted within 32 hours.
- **Reasonable Suspicion.** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.

- If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
- If a test cannot be administered, the driver must be removed from performing safety-sensitive duties for at least 24 hours.
- Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
- Testing for substance abuse may occur at any time upon suspicion.

**The following conditions are signs of possible alcohol or drug use (not all-inclusive):**

- Abnormally dilated or constricted pupils
  - Glazed stare - redness of eyes (sclera)
  - Flushed face
  - Change of speech (i.e. faster or slower)
  - Constant sniffing
  - Increased absences
  - Redness under nose
  - Sudden weight loss
  - Needle marks
  - Change in personality (i.e. paranoia)
  - Increased appetite for sweets
  - Forgetfulness-performance faltering-poor concentration
  - Borrowing money from co-workers or seeking an advance of pay or other unusual display of need for money
  - Constant fatigue or hyperactivity
  - Smell of alcohol
  - Slurred speech
  - Difficulty walking
  - Excessive, unexplained absences
  - Dulled mental processes
  - Slowed reaction rate
- **Random:** Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
    - Each year, the number of random alcohol tests conducted by the County must equal at least \*10% of all the safety sensitive CDL employees.
    - Random drug tests conducted by the County must equal at least 50% of all CDL employees.

\*Note: These percentages are subject to change. The FMCSA Administrator's decision to increase or decrease the minimum annual percentage rate for random alcohol and controlled

substances testing will be applicable starting January 1 of the calendar year following publication in the **Federal Register**.

- **Return to Duty and Follow-up.** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties. All positive tests require a negative test result in or for employee to return to duty.
  - Follow-up tests are unannounced and at least six (6) tests must be conducted in the first twelve (12) months after a driver returns to duty.
  - Follow-up testing may be extended for up to sixty (60) months following the return to duty.

### **Conducting Tests**

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
  - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
  - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a driver's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility.
  - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.
  - DOT rules require a split specimen procedure.
    - Each urine specimen is subdivided into two bottles labeled as primary and split.
    - Both bottles are sent to the laboratory.
    - Only the primary specimen is opened and used for the urinalysis.
    - The split specimen remains sealed at the laboratory.
    - If the analysis of the primary specimen confirms the presence of illegal controlled substances, the driver has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.
  - All urine specimens are currently analyzed for the following drugs:
    - Marijuana (THC metabolite)
    - Cocaine
    - Amphetamines
    - Opioids (codeine, heroin, morphine, oxycodone, oxymorphone,

- hydrocodone, hydromorphone)
  - Phencyclidine (PCP)
- Testing is conducted using a two-stage process.
  - First, a screening test is performed.
  - If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
  - Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.
- All drug tests are reviewed and interpreted by a physician designated as a Medical Review Officer (MRO) before they are reported to the County.
  - If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
  - For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
  - If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative as a negative result.

### **Refusal to Submit to an Alcohol or Drug Test and the Consequences**

- Refusal to submit to an alcohol or controlled substances test means that a CDL employee:
  - Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy,
  - Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy,
  - Refuses to wash his or her hands after being directed to do so during collection of a urine sample,
  - Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen,
  - During a direct observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or

- other device that could be used to interfere with the collection process,
    - Possesses or wears a prosthetic or other device that could be used to interfere with the collection process, or
    - Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.
- CDL employees who refuse to submit to an alcohol or drug test are not allowed to perform safety-sensitive functions. Pursuant to the County's authority, CDL employees who refuse to submit to a test will be subject to discipline, up to and including discharge.

### **Consequences of Alcohol/Drug Misuse**

- CDL employees who have any alcohol concentration, defined as 0.02 or greater, who are tested just before, during or just after performing safety-sensitive functions must be removed from performing such duties for a minimum 24 hours.
  - Disciplinary action, up to and including termination may be imposed upon an employee whose alcohol test reveals any alcohol concentration, between 0.02 and 0.039.
- CDL employees who engage in prohibited alcohol or drug conduct, CDL employees who test positive for alcohol use of greater than 0.039 or for drug use, must be immediately removed from safety-sensitive functions for a period of time determined by employee's supervisor, department lead or Human Resources Director at that individual's sole discretion.
  - Disciplinary action, up to and including termination, may be imposed upon a CDL employee who engages in prohibited alcohol or drug conduct, CDL employees who tests positive for alcohol use greater than 0.039 or drug use.

### **Information/Training**

- All current and new employees will receive written information about the testing requirements and how and where they may receive assistance for alcohol or drug misuse.
- All employees must receive a copy of this policy and sign the Confirmation of Receipt – see appendices.
- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
  - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
- Educational information will be made available periodically which will focus on the potentially dangerous effects of drug and alcohol use and

abuse, the procedures associated with pre-employment drug screening and "reasonable suspicion" testing, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

- All recruitment advertising for positions requiring a CDL, will include the statement "Satisfactory results of drug/alcohol screening is a condition of employment" at the bottom of the advertisement/posting
- All final candidates for employment will be given a copy of this policy, and be given the opportunity to read the policy in its entirety.

### **Record Keeping**

- Kaufman County will keep detailed records of its drug and alcohol program per DOT Regulations.
- These records are confidential. Test results will only be released to the county, the substance abuse professional or the MRO. Any other release will only be made with written consent of the CDL driver or in response to court order.
- All Kaufman County drug and alcohol test results will be updated in the DOT Clearinghouse online database as required by DOT regulation.

### **APPEAL OF TEST RESULTS**

- A. Alcohol and drug abuse may not only threaten the safety and productivity of all employees of Kaufman County, but causes serious individual health consequences to those who use them. Appendix A outlines several personal consequences which may result after abuse of controlled substances. Any confirmed actions prohibited by Part IV above, while performing a safety-sensitive function or refusing to take a breath test, will be grounds for termination. Refusal may be defined as not providing a breath sample or urine as directed, neglecting to sign appropriate control forms, using alcohol within 8 hours of an accident, or engaging in conduct that clearly obstructs the testing process.
- B. Any driver testing positive for the presence of a controlled substance will be contacted by the County's MRO. The driver will be allowed to explain and present medical documentation to explain any permissible use of a drug. All such discussions between the driver and the MRO will be confidential. The County will not be a party to, or have access to matters discussed between the driver and the MRO. If medically supportable reasons exist to explain the positive result, the MRO will report the test result to the County as a negative.
- C. Within 72 hours after the driver has been notified of a positive test result for drugs he/she may request a retest at their expense of the split sample. This signed request will be provided to the MRO in writing, who will then initiate the new laboratory analysis. If a different result is detected by the subsequent laboratory, the test will be voided by the MRO, and the County's Alcohol and

Drug Program Administrator will be notified. A retest may be initiated as appropriate.

### **VIII. CONFIDENTIALITY**

Under no circumstance, unless required or authorized by law including participation in the FMSCA Clearinghouse for drug and alcohol testing data, will alcohol or drug testing information or results for any employee or applicant be released without written request from the applicable employee.

Drivers are entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his/her alcohol or controlled substance tests. Copies will be provided within 5 days.

Collection of breath and urine samples must always be documented and sealed with a tamper-proof sealing system in the presence of the driver, to ensure that all tests can be correctly traced to the driver. Drug test analysis from the DHHS approved laboratory will be forwarded directly to the Medical Review Officer assigned by the testing entity.

Alcohol test results will be forwarded by the MRO to the Alcohol and Drug Program Administrator for confidential record keeping.

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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<b>COURT DATE REQUESTED:</b>  1/20/26	<b>SUBMITTED BY:</b> Lorena Diaz <b>DEPARTMENT:</b> Purchasing	<b>PERSON PRESENTING:</b>  Lorena Diaz
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## ITEM REQUESTED IS FOR:

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

## ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)

Discuss/Consider/Approve the purchase of a Leica Geosystems RTC360 Laser Scanner for the Sheriffs Department utilizing grant funds through a Sole Source Procurement.



# COLLISION & CRIME

## FORENSIC SOLUTIONS

Forensic Reconstruction / Investigations / Certified Training

QUOTE: KCSO RTC360 PKGDate: 2026-01-13Company: Kaufman County Sheriff's OfficeAddress: 1900 East U.S. Highway 175Contact: Captain Joey CagleCity: KaufmanPhone: 972.932.9718State: TXEmail: joey.cagle@kaufmanso.comZip: 75142

### Kaufman County Sheriff's Office - RTC360 Forensic Mapping Package

Part Number	Product Description	Quantity	List Price	Total
6018814	RTC360 Package with RCS	1		
838300	RTC 360 Laser Scanner	1	\$77,040.00	\$ 73,188.00
874800	Calibration Cert. "Silver", TLS RTC 360	1	\$1.65	\$ 1.57
954519	GEB364 Battery int Li-Ion 10.8V/6900mAh	4	\$430.00	\$ 1,634.00
817063	GVP730 Container for RTC360	1	\$465.00	\$ 441.75
842065	MS256 Industrial USB Stick 256GB	2	\$1,560.00	\$ 2,964.00
872515	Leica RTC360 QG,multil.1	1	\$0.00	\$ 0.00
874567	Leica RTC360 USB Documentation Card	1	\$0.00	\$ 0.00
874566	Leica Cyclone FIELD 360 Info Sheet	1	\$0.00	\$ 0.00
955235	Cyclone FIELD 360 Quick Plan Shipment FL	1	\$0.00	\$ 0.00
799187	GKL341 Charger Prof 5000	1	\$1,200.00	\$ 1,140.00
731440	AC power cable 2-pole US, to charger	1	\$0.00	\$ 0.00
5312306	RC Studio, 3TB Data, 1yr hxdr.com/tos	1	\$9,000.00	\$ 8,550.00
6013561	1 yr RTC360 Laser Scanner CCP Basic	1		
5308937	1yr RTC360 Laser Scanner Custom. Support	1	\$720.00	\$ 684.00
6010779	NIST Calibrated Dual Target Pole Kit	1		
840867	Dual Target Pole Kit	1	\$1,630.00	\$ 1,467.00
5003964	NIST Certificate	1	\$1,240.00	\$ 1,116.00
870985	GAD122 Adapter for GST with 5/8"	1	\$171.00	\$ 162.45
979836	Cyclone REGISTER 360 PLUS Permanent	1	\$10,700.00	\$ 10,165.00
6018134	Cyclone REGISTER 360 PLUS CCP 1yr.	1		
5311715	Cyclone REGISTER 360 PLUS Updates 1yr.	1	\$1,030.00	\$ 978.50
5311721	Cyclone REGISTER 360 PLUS Support 1yr.	1	\$925.00	\$ 878.75
916318	MAP360 Pro Permanent	1	\$6,800.00	\$ 6,460.00
6015993	MAP 360 Pro CCP 1yr.	1		
5310526	MAP 360 Pro Updates 1yr.	1	\$850.00	\$ 807.50
5310538	MAP 360 Pro Support 1yr.	1	\$800.00	\$ 760.00
CFS TC9	Gazelle Fastbowl Tripod TC9 for RTC360	1	\$400.00	\$ 400.00
CFS E-ZLOK 335-6	E-Z LOK Thread reducer for GAD122	1	\$20.00	\$ 20.00
CFS IPAD PRO	IPad ProWifi 1TB + Rugged Case (11-inch model) For remote wireless control of RTC360 to protect investigators from HAZMAT, minimize evidence disturbance at the crime scene, and facilitate field workflow functions. Nano texture glass for high ambient light conditions.	1	\$1,900.00	\$ 1,900.00



**COLLISION & CRIME**  
**FORENSIC SOLUTIONS**  
 Forensic Reconstruction / Investigations / Certified Training

QUOTE: KCSO RTC360 PKG

Date: 2026-01-13

Company: <u>Kaufman County Sheriff's Office</u>	Address: <u>1900 East U.S. Highway 175</u>
Contact: <u>Captain Joey Cagle</u>	City: <u>Kaufman</u>
Phone: <u>972.932.9718</u>	State: <u>TX</u>
Email: <u>joey.cagle@kaufmanso.com</u>	Zip: <u>75142</u>

*Kaufman County Sheriff's Office - RTC360 Forensic Mapping Package*

Part Number	Product Description	Quantity	List Price	Total
CFS WKSTN DSK	Custom Built Forensic Mapping Desktop Computer (as listed or better): 13th Generation Intel® Core™ i9 Processor 64GB RAM One (1) 1TB M.2 NVMe SSD for the Operating System One (1) 1TB M.2 NVMe SSD for Database One (1) 2TB SSD for Evidence Files NVIDIA GeForce RTX 4060 Integrated Wi-Fi and Bluetooth Microsoft Windows 11 Professional 64 Bit Lifetime Warranty	1	\$4,200.00	\$ 4,200.00
CFS TRAIN RTC	4-Days On-Site Training for Forensic Mapping with RTC360 and REGISTER 360 PLUS software (Up to 8 students / travel included)	1	\$10,500.00	\$ 9,975.00
CFS TRAIN MAP PRO	3-Days On-Site Training for Map360 Forensic CAD and Analysis software (Up to 8 students / travel included)	1	\$8,000.00	\$ 7,760.00
CFS SUPPORT 24	24-Hour Lifetime Technical Support via telephone, email, and virtual meeting. (Requires on-site training purchase)	1	\$12,000.00	\$ 0.00

**Sub-Total: \$ 135,653.52**

Local sales tax and delivery costs will be added to the final invoice.  
**Hardware Items, Software, Support, and Training will be invoiced separately and due upon delivery of each.**

This quotation is valid for 30 days after submittal date.  
 Payments made with a credit card will incur a 5% fee.

**TOTAL: \$ 135,653.52**

Offer subject to [Leica Geosystems terms and conditions](#)  
 Full [Software License Agreement & Full Standard Warranty](#).

Discount:

Recommended specification for PC Workstation:

Processor: Latest Intel i-9 generation at 3.5GHz or higher, RAM: 64 GB, Operating System: Windows 10 (64 bit), Graphics: NVIDIA Quadro or NVIDIA Geforce with 8GB of dedicated video memory. Internal SSD drives. One for writing and one for reading. Three internal SSD Drives with NVME / PCIE connection is preferred.

**Customer acceptance**

The signature below confirms acceptance of the issued quote for purchase as described above by an authorized individual from your organization



**COLLISION & CRIME**  
**FORENSIC SOLUTIONS**  
Forensic Reconstruction / Investigations / Certified Training

QUOTE: KCSO RTC360 PKG

Date: 2026-01-13

Company: Kaufman County Sheriff's Office

Address: 1900 East U.S. Highway 175

Contact: Captain Joey Cagle

City: Kaufman

Phone: 972.932.9718

State: TX

Email: joey.cagle@kaufmanso.com

Zip: 75142

*Kaufman County Sheriff's Office - RTC360 Forensic Mapping Package*

<i>Part Number</i>	<i>Product Description</i>	<i>Quantity</i>	<i>List Price</i>	<i>Total</i>
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Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

PO: \_\_\_\_\_

Please send the signed quote to the attention of:  
Collision Forensic Solutions, LLC  
1231 Golden Gate Drive  
Papillion, NE 68046

Representative: Michael Selves & Will Henningsen  
Phone: 402.339.1518  
Direct: 402.658.4672  
Email: [Will@CollisionFS.com](mailto:Will@CollisionFS.com)

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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<b>COURT DATE REQUESTED:</b>  1/20/26	<b>SUBMITTED BY:</b> Lorena Diaz <b>DEPARTMENT:</b> Purchasing	<b>PERSON PRESENTING:</b>  Lorena Diaz
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<b>ITEM REQUESTED IS FOR:</b>  <input type="radio"/> Consent Agenda <input checked="" type="radio"/> Action/Consideration <input type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop
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<b>ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)</b>  Discuss/Consider/Approve declaring Collision & Crime a sole source for Leica Geosystems RTC360 Laser Scanner.
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# **COLLISION & CRIME | FORENSIC SOLUTIONS**

*Serving and providing certified law enforcement training since 1988*

January 01, 2026

## **Re: Sole Source Justification for Leica Geosystems RTC360 Laser Scanner**

To Whom It May Concern:

The Leica Geosystems RTC360 Laser Scanner is the only 3D laser scanning system available which combines a rugged metal construction, robust field performance, in-field pre-registration, integration of multimedia evidence in the field, a redundant self-positioning system, and bedrock legal defensibility required to support the public safety mission of your agency.

In addition, Collision & Crime Forensic Solutions (CCFS) offers a unique package of Leica Geosystems hardware, forensic workflow specific training, and Lifetime 24-Hour support that is unequaled by any other vendor.

Some of the unique features of the RTC360 Laser Scanner Package offered by CCFS include:

- Scanner: Automatic, 5-bracket High Dynamic Range Imaging completed in 1 minute.
- Scanner: Exceptional productivity - Ability to complete a full dome scan and HDR imaging in 1 minute and 26 seconds.
- Scanner: Ability to complete a full dome scan in 26 seconds.
- Scanner: 3D position accuracy of 2.9 mm @ 30m.
- Scanner: Hot swappable batteries for continuous operation.
- Scanner: Visual Inertial System – an edge computing system inside the scanner that combines a compass, GPS signal receiver, inertial movement sensing, and video triangulation for a robust self-positioning of the instrument.
- Scanner: IP 54 rated against the ingress of dust and water for use in rain and dusty environments
- Scanner: Class 1 laser – entirely eye safe.
- Scanner: Double scan function for automated removal of measurements taken from objects in motion.
- Scanner: Check and Adjust feature for validating the calibration of the instrument and improving accuracy.
- Scanner: Data Security functionality onboard that assigns an encrypted signature that uniquely identifies the instrument that produced the data and calculates hash checksums for all of the collected 3D data. This conforms to federal rules of evidence and published best practices for digital evidence. In practical terms, it allows all subsequent copies of the scan data to be verified as exactly the same as the original and identifies any changes – intentional or otherwise.
- Software: Diagnostics and reports that are Daubert / Frye compliant and insure the admissibility of RTC360 scan data.
- Software: Fastest and simplest scanner setup registration available (Cyclone Register 360)
- Software: Ability to import and incorporate 3D data from other vendors' laser scanners or geospatial devices.
- Training: Training from CCFS that is suitable for certification hours under the Accreditation Commission of Traffic Accident Reconstructionist (ACTAR) and the International Association for Identification (IAI).
- Training: Forensic specific workflows designed to increase the probative nature of the RTC360

- **Support:** 24- Hour, Lifetime support from subject matter experts at any hour of the day for the life of the equipment.
- **Ancillary Equipment:** Vendor developed NIST certified length artifact for confirming the accuracy of the RTC360 in the field.
- **Legal Precedent:** The Leica RTC360 data has satisfied the Daubert standard in federal court.
- **Solution:** For maximum compatibility and operator competence, all hardware and software should be produced by a single vendor and combined with training from forensic mapping subject matter experts.

Sincerely,



Michael Selves, CEO  
Collision & Crime Forensic Solutions  
Leica Geosystems, Inc. Authorized Dealer

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data, improve efficiency, and ensure the admissibility of the scanner operator's work.

*300 S. Fillmore Street, Papillion, Nebraska 68046 • 402-339-1518 • Fax 402-339-4811 • [mike@collisionfs.com](mailto:mike@collisionfs.com) • [CollisionFS.com](http://CollisionFS.com)*

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January 7, 2026

Kaufman County Sheriff's Office  
1900 East U.S. Highway 175  
Kaufman, Texas 75142

Attn.: Captain Joey Cagle,

This letter is to confirm that Collision Forensic Solutions (CFS, Mike Selves) is the only **IAI certified & ACTAR accredited** Leica Law Enforcement Distributor authorized for the State of Texas. Each CFS Instructor is certified as a Laser Scanner Operator by the International Association for Forensic and Security Metrology (IAFSM). Additionally, each CFS Instructor holds a certification from the IAI, ACTAR, and / or LEVA.

Collision Forensic Solutions is a Certified / Authorized Leica Geosystems, Inc. distributor/ dealer for Forensic HDS, TPS, and GPS. As an authorized Dealer of Leica Geosystems, Inc., CFS can provide Leica Geosystems equipment at discounted pricing equivalent to State or Federal contracts.

CFS provides 24-hour lifetime operational support for all products they sell. In addition, they provide their customers with the option of an equipment loan program during periods when CFS-vended products are being maintained or serviced. Contact CFS directly for details regarding their support, service, and training programs.

Best Regards,



Kevin R. Kinney  
Dealer Manager  
Leica Geosystems, Inc.

- when it has to be right

**Leica**  
Geosystems

# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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<b>COURT DATE REQUESTED:</b>  1/20/26	<b>SUBMITTED BY:</b> Lorena Diaz <b>DEPARTMENT:</b> Purchasing	<b>PERSON PRESENTING:</b>  Lorena Diaz
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<b>ITEM REQUESTED IS FOR:</b>  <input type="radio"/> Consent Agenda <input checked="" type="radio"/> Action/Consideration <input type="radio"/> Discussion/Report <input type="radio"/> Executive Session <input type="radio"/> Public Workshop
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<b>ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)</b>  Discuss/Consider/Approve the reclassification of the current vacant Buyer 1 position to a Purchasing Administrative Coordinator position.
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# KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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<b>COURT DATE REQUESTED:</b>  1/20/26	<b>SUBMITTED BY:</b> Katy Prewitt <b>DEPARTMENT:</b> Facilities	<b>PERSON PRESENTING:</b>  Casey Morris
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**ITEM REQUESTED IS FOR:**

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

**ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)**

**Casey Morris;** Discuss/Consider/Approve granting Utility Easement and Covenant of Access to Farmers Electric Cooperative, Inc. for the Kaufman County Lake Ray Hubbard project.

UTILITY EASEMENT AND COVENANT OF ACCESS



GRANTOR: KAUFMAN COUNTY STAKER: CMCDONALD
JOB NAME: KAUFMAN COUNTY LAKE RAY HUBBARD
GRID#: 8832100610036
SO#: 2025123431 PID: 2587

STATE OF TEXAS
COUNTY OF KAUFMAN

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned hereinafter called "Grantor" (whether one or more) for good and valuable consideration, which may include approval and execution of an Electric Service Agreement by FARMERS ELECTRIC COOPERATIVE, INC., 2000 East Interstate 30, Greenville, Texas, 75402 (hereinafter called the "Cooperative"), does hereby covenant access to and grant, sell and convey unto the Cooperative an easement and right-of-way upon and across the following described property of grantor:

Being 2.617 acres of land in the THOS BRISCOE Survey, Abstract Number A0041 in KAUFMAN County and fully described by metes and bounds in that instrument which is recorded in Volume 8672 Page 236 or Instrument Number 29108 of the REAL Records of KAUFMAN County, Texas. Grantor Initial

The easement, right-of-way, rights and privileges herein granted shall be used for electric power lines and other utility lines (overhead and/or underground) consisting of poles, conductors, guy wires, anchors and associated overhead appurtenances and/or underground cable, surface mounted equipment, associated underground appurtenances, including constructing, operating, maintaining, inspecting, rebuilding, replacing, removing and relocating electric lines, transmission and distribution facilities or equipment, other utility lines, as well as reading any meter or performing any act related to the provision of utility service. The Cooperative is specifically granted pedestrian and vehicular ingress and egress.

The easement rights herein described shall be no broader than reasonably necessary to provide electric and other utility service. The width of the easement shall be thirty (30) feet, one-half (1/2) of such distance on either side of Cooperative's overhead and/or underground facilities. The height of the easement shall be from fifteen (15) feet beneath the surface of the ground to a height of seventy (70) feet above the ground.

The easement, right and privilege herein granted shall be perpetual, appurtenant to the land, and shall inure to the benefit of the Cooperative's successors and assigns. Grantor represents that he/she is the owner of the above described tract of land and binds himself/herself, his/her heirs, assigns and legal representatives to warrant and forever defend the easement and rights described herein to the Cooperative, its successors and assigns.

The Cooperative shall have the right to use so much of the surface of the herein described property of Grantor as may be reasonably necessary to construct and install within the right-of-way granted hereby, the facilities that may at any time be necessary for the purposes herein specified.

The Cooperative shall have the right to clear the right-of-way of all obstructions, to cut and trim trees within the right-of-way or use other methods as it deems necessary to clear the right-of-way.

Grantor further covenants that Grantor, his/her heirs, successors and assigns shall facilitate and assist Cooperative personnel in exercising their rights and privileges herein described at all reasonable times and shall not build, construct or cause to be erected any building or other structure that may interfere with the provision of electric service or the exercise of the right granted to the Cooperative herein.

The undersigned agrees that all electric power lines and other utility lines (overhead and/or underground) including any main service entrance equipment, installed on the above described lands at the Cooperative's expense shall remain the property of the Cooperative, removable at the option of the Cooperative, should said lines be abandoned.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

GRANTOR:

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_
Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

THE STATE OF TEXAS
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person or persons whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Notary Seal: \_\_\_\_\_

THE STATE OF TEXAS
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person or persons whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and considerations therein expressed. GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Notary Seal: \_\_\_\_\_

EACH SIGNATURE WILL NEED TO BE NOTARIZED AND STAMPED OR THE EASEMENT IS UNACCEPTABLE. PLEASE SEND THE ORIGINAL COMPLETELY EXECUTED EASEMENTS TO: FARMERS ELECTRIC COOPERATIVE, 2000 I-30 EAST, GREENVILLE, TEXAS 75402, ATTN: ENG COORDINATORS

DO NOT WRITE BELOW THIS LINE

## KAUFMAN COUNTY COMMISSIONERS' COURT AGENDA REQUEST FORM

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<b>COURT DATE REQUESTED:</b>  1/20/26	<b>SUBMITTED BY:</b> Kelly Wheeler <b>DEPARTMENT:</b> R&B 4	<b>PERSON PRESENTING:</b>  Tommy Moore
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**ITEM REQUESTED IS FOR:**

- Consent Agenda
- Action/Consideration
- Discussion/Report
- Executive Session
- Public Workshop

**ITEM: (PLEASE STATE EXACTLY AS YOU WANT TO APPEAR ON THE AGENDA)**

Discuss/Consider installing "No Thru Trucks" sign on County Road 4024.

**Public Notice**  
**Notice of Public Hearing Regarding No Thru Trucks**  
**Kaufman County, Texas**

Pursuant to the Texas Transportation Code 251.151; 251.152; 251.1575; and 251.161, the Kaufman County Commissioners' Court will hold a public hearing on **January 20, 2026 at 9:00 a.m.** in the Commissioners Court Meeting room, located at 100 N. Washington, Kaufman, Texas 75142 to receive input from the public regarding not allowing thru trucks on the below-listed county roads, in the unincorporated area of Kaufman County Precinct 4, and placing "No Thru Trucks" signs on the following county roads:

<b>County Road - No Thru Truck Sign</b>	<b>Alt Route</b>
County Road 4024	SH 274 to CR 4023

The Commissioners' Court may take action on this matter immediately following the public hearing. All persons interested in participating may appear.



ORDER NO.

unincorporated area of Kaufman County Precinct 4 and placing "No Thru Trucks" signs on the portion of COUNTY ROAD 4024 located in the unincorporated area of Kaufman County Precinct 4.

**IT IS FURTHER ORDERED:** The Commissioners Court of Kaufman County, Texas makes the following findings: an alternate route has been identified as State Highway 274 and County Road 4023 and such route is of sufficient strength and design to withstand the weight of the vehicles traveling the alternate route, including any bridges or culverts along the road; and located within the same county as the road described by this subsection.

ADOPTED this \_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Commissioner, Precinct 1

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Commissioner, Precinct 2

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Commissioner, Precinct 3

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Commissioner, Precinct 4

ATTEST:

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County Clerk, Laura Hughes