15-309
5/21/15

CITY OF FRESNO
City Clerk's Office (Original)

TASER International

Protect Truth

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

Jerry Dyer
(559) 621-7000
5594985168
jerry.dyer@fresno.gov

TASER

Quotation

Quote: Q-24219-7
Date: 5/11/2015 10:54 AM
Quote Expiration: 5/31/2015
Contract Start Date*: 6/1/2015
Contract Term: 5 years

Bill To:
Fresno Police Dept. - CA
2323 Mariposa Street
Fresno, CA 93721
US

Ship To:
Jerry Dyer
Fresno Police Dept. - CA
2323 Mariposa Street
Fresno, CA 93721
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chad Kapler	480-341-9539	ckapler@taser.com	Fedex - Ground	Net 90

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

Year 1 -- Due Net 30

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 1,495.00	USD 74,750.00	USD 0.00	USD 74,750.00
300	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 356,400.00	USD 159,999.00	USD 196,401.00
6,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
300	73030	CAMERA SYSTEM, AXON FLEX	USD 599.00	USD 179,700.00	USD 13,537.40	USD 166,162.60
9	73030	CAMERA SYSTEM, AXON FLEX	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 1,750.00	USD 0.00	USD 1,750.00
300	73009	COLLAR/VERSATILE/CAP MOUNT, FLEX	USD 29.95	USD 8,985.00	USD 0.00	USD 8,985.00
100	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 118,800.00	USD 89,519.00	USD 29,281.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 180.00	USD 1,260.00	USD 0.00	USD 1,260.00
35	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00
15	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
3	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 900.00	USD 0.00	USD 900.00
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
10	73021	MULTI-MOUNTING OPTION KIT, FLEX	USD 199.95	USD 1,999.50	USD 0.00	USD 1,999.50
400	11003	HANDLE, YELLOW, CLASS III, X26P	USD 899.95	USD 359,980.00	USD 359,980.00	USD 0.00
400	11004	WARRANTY, 4 YEAR, X26P	USD 277.95	USD 111,180.00	USD 111,180.00	USD 0.00
400	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 54.50	USD 21,800.00	USD 21,800.00	USD 0.00
400	11501	HOLSTER, BLACKHAWK, RIGHT, X26P	USD 53.25	USD 21,300.00	USD 21,300.00	USD 0.00
					Year 1 -- Due Net 30 Total Before Discounts:	USD 1,259,272.50
					Year 1 -- Due Net 30 Net Amount Due:	USD 481,957.10

Year 2 due April 2016

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
300	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
6,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 118,800.00	USD 0.00	USD 118,800.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 180.00	USD 1,260.00	USD 0.00	USD 1,260.00
35	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 900.00	USD 0.00	USD 900.00
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00
15	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Year 2 due April 2016 Total Before Discounts:	USD 477,828.00
					Year 2 due April 2016 Net Amount Due:	USD 477,828.00

Year 3 due April 2017

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
300	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
6,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 118,800.00	USD 0.00	USD 118,800.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 180.00	USD 1,260.00	USD 0.00	USD 1,260.00
35	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 900.00	USD 0.00	USD 900.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00
15	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Year 3 due April 2017 Total Before Discounts:	USD 477,828.00
					Year 3 due April 2017 Net Amount Due:	USD 477,828.00

Year 4 due April 2018

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
300	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
6,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 118,800.00	USD 0.00	USD 118,800.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 180.00	USD 1,260.00	USD 0.00	USD 1,260.00
35	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 900.00	USD 0.00	USD 900.00
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00
15	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Year 4 due April 2018 Total Before Discounts:	USD 477,828.00
					Year 4 due April 2018 Net Amount Due:	USD 477,828.00

Year 5 due April 2019

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
300	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 356,400.00	USD 0.00	USD 356,400.00
6,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
100	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 118,800.00	USD 0.00	USD 118,800.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	87501	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 180.00	USD 1,260.00	USD 0.00	USD 1,260.00
35	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
3	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 900.00	USD 0.00	USD 900.00
30	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
1	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 468.00	USD 0.00	USD 468.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
15	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Year 5 due April 2019 Total Before Discounts:	USD 477,828.00
					Year 5 due April 2019 Net Amount Due:	USD 477,828.00

Subtotal	USD 2,393,269.10
Estimated Shipping & Handling Cost	USD 634.12
Estimated Tax	USD 195,765.66
Grand Total	USD 2,589,668.88

Complimentary Evidence.com Tier Upgrade Through 9/30/2015

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will temporarily receive the features available with the Professional license for the Basic and Standard licenses purchased until September 30, 2015. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich license tier. In October 2015 you will be prompted to select which users you would like to assign to each tier. This will have no impact on uploaded data.

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 20 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

The existing contract for 100 Basic licenses, storage, and extended warranties ends on 8/31/2017, so there are 27 remaining months as of 6/1/2015. The licenses, storage, and warranties were prorated, and a credit of $89,518.61 has been applied to the first Officer Safety Plan (OSP) payment for the 100 units. Upon execution of this quote, the 100 existing cameras will be converted to the OSP, and a new 5 year contract will commence for all 400 units effective 6/1/2015, ending on 5/31/2020. The 6/1/2015 start date is estimated, and subject to change depending on the City's needs. A revised credit will be provided if the start date of 6/1/2015 is modified.

Sworn to Safety discount of $160,000 ($400 per unit for 400 units) discounted on the first Officer Safety Plan payment, reflected in the line of 300 units at a discount of $533.33 per unit.

This quote also contains the renewal of existing 7 Basic, 3 Standard, and 1 Professional license from existing contracts ending on 9/1/2014 and 10/14/2014.

TASER International, Inc.'s ("TASER") Sales Terms and Conditions for Direct Sales to the City of Fresno ("you" or "City")

These Sales Terms and Conditions apply to your purchase of all TASER International, Inc. ("TASER," "we," "us," or "our") products and services purchased directly from us. Products and services sold by us are expressly subject to and conditioned upon the terms and conditions set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the product or service, you accept and are bound to these Sales Terms and Conditions. Any different or additional terms set forth by you, whether in your purchase order or another communication, are expressly objected to and will not be binding on us.

Return Policies. All sales are final and no refunds or exchanges are allowed, except as provided by state or federal law and as specified below for TASER® Citizen Products.

Exchanges for TASER Citizen Products. The citizen model products that are unopened and still in their sealed package may be returned or exchanged within 15 days from the date of receipt of the product for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. Any product returned to TASER without prior authorization from us will be considered an unauthorized return, and you will not receive credit for the product and we will not ship the product back to you. Unless the product is defective or the return is a direct result of our error, we may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

To return a citizen model product, you must first go to our website, www.TASER.com and obtain a Return Material Authorization ("RMA") number before the end of the applicable return period. We will not accept returns without an RMA number. See the Product Warranty, www.TASER.com, or contact us at 800.978.2737 (+1.480.905.2000 for International callers) for information on how to obtain an RMA number. You must ship the product to us within 5 days of the date that we issue the RMA number as follows:

- in the original product packaging, in as-new condition, along with any media, documentation, and any other items that were included in your original shipment;
- at your expense and insured (if you return the product uninsured then you accept the risk of loss or damage during shipment);
- with the RMA number clearly marked on the outside of the return packaging;
- with proof of purchase of the product (receipt, purchase order, or invoice); and
- with your name, address, and phone number of where to send the exchange item or the product credit or refund.

Upon receipt of your return, we will issue a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees. For partial returns, your credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions. If you fail to follow the return or exchange instructions and policies provided by us, we are not responsible for product that is lost, damaged, modified, or otherwise processed for disposal or resale.

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within

your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

Prices. The price of the products and services are set forth in the quote specifically provided to you (if no quote was provided then the price is that set forth on our current price list or www.TASER.com). Prices do not include taxes, shipping, handling, insurance or other similar charges; any such charges will be added to the price or separately invoiced unless otherwise expressly indicated at the time of sale.

Payment Terms. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. We may invoice parts of an order separately. Where no credit has been granted to you or where credit has been withdrawn (in our absolute discretion) or for international sales, payment is required in full prior to shipment. Payment must be by credit card, wire transfer, or some other prearranged payment method. If we have reasonable grounds to believe that you will fail to comply with the payment terms or with the agreed credit terms, we are entitled to postpone or to refuse delivery of an order.

Taxes. Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

Shipping; Title; Risk of Loss. We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier, unless otherwise specified, and title and risk of loss pass to you upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only. Delivery is typically 2–6 weeks after receipt of order or payment.

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

Not For Resale or Export. Shipping of some our products out of the United States is restricted by U.S. federal law and neither the product nor its technology can be exported out of the U.S. without a validated export license issued by the U.S. Department of Commerce and a signed BIS-711 on file with us.

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. For TASER warranty provisions, warranty exclusions, release(s), and any limitations of liability applicable to your purchase, please see the following agreements by and between the City of Fresno and TASER, which shall control:

- Evidence.com Master Services Agreement
- Professional Services Agreement; and,
- TASER AXON TAP Terms and Conditions.

Product Warnings. See our website at www.TASER.com for the most current product warnings.

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

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

Severable Provisions. If any provision of these Sales Terms and Conditions is found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder will have their full force and effect and the invalid provision will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

No Assignment. You may not assign this agreement nor any related order and you may not delegate your duties under this agreement without our prior written consent which will not be unreasonably withheld. We may assign this agreement without your consent.

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, and the applicable product warranty, license and service agreement(s), constitute the entire agreement between the parties. These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified.

Governing Law. The laws of the state where you are physically located, without reference to conflict of law rules, govern these Sales Terms and Conditions and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to these Sales Terms and Conditions.

///
///
///

TASER International, Inc., **a Delaware corporation** DocuSigned by: By: _____ Name: Josh Isner Title: Executive Vice President, Global Sales Signature Date: 6/12/2015 **TASER International, Inc.** By: Doug Klint Name: Doug Klint Title: General Counsel/Corporate Secretary Address: 17800 N. 85th Street Scottsdale, AZ 85255 Attn: General Counsel Email: legal@taser.com	**City of Fresno,** **a municipal corporation** By: _____ Name: JERRY P. DYER Title: CHIEF OF POLICE Signature Date: 6/15/15 Address: FRESNO POLICE DEPARTMENT MARIPOSA MALL PO BOX 1271 FRESNO, CA 93715-1271 ATTEST: YVONNE SPENCE, CMC City Clerk By: _____ 6-16-2015 Deputy APPROVED AS TO FORM: City Attorney's Office By: Amanda B. Freeman Amanda B. Freeman Deputy City Attorney

TASER International, Inc., **a Delaware corporation** By: _____ Name: JOSH ISNER Title: EVP GLOBAL SALES Signature Date: 6/17/15 **TASER International, Inc.** By: _____ Name: Douglas Klint Title: General Counsel and Corporate Secretary Address: 17800 N. 85th Street Scottsdale, AZ 85255 Attn: General Counsel Email: legal@taser.com	**City of Fresno,** **a municipal corporation** By: _____ Name: Title: Signature Date: Address: ATTEST: YVONNE SPENCE, CMC City Clerk By: _____ Deputy APPROVED AS TO FORM: City Attorney's Office By: _____ Amanda B. Freeman Deputy City Attorney

Agreement between
TASER International, Inc. ("TASER"), and the Police Department of the City of Fresno ("you" or "FPD")
Regarding Sales Terms and Conditions for the
Evidence.com and AXON flex Body Cameras and TASER Assurance Plan

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

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

To qualify to purchase TAP, you must either purchase Ultimate Licenses for a 3-year term or purchase Evidence.com services for at least 3 years on a standalone basis.

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

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

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

[2] Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

camera/Evidence.com Dock product.

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

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

TAP Upgrade Models. Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of Evidence.com services/Ultimate Licenses and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of Evidence.com services/Ultimate Licenses and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model.

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

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

TAP Evidence.com Dock Upgrade Models. TASER will upgrade the

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

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

TAP Termination. If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

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

TAP Payment Terms. TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the Term start date. If multiple purchases of AXON camera products/Evidence.com Dock have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date. In the event of the City of Fresno's non-appropriation of funds sufficient to meet its obligations hereunder during any fiscal year of this Agreement, the City of Fresno may terminate this Agreement.

Sales Terms. TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers, as agreed upon by TASER and the City of Fresno, are also applicable to your purchase.

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

Entire Agreement. These Terms, along with the quote, sales order acknowledgement, Sales Terms and Conditions for Direct Sales to End User Purchasers as agreed upon by TASER and the City of Fresno, and the applicable product warranty, license and service agreements as agreed upon by the City of Fresno and TASER, constitute the entire agreement between the parties for the purchase of the AXON camera/Evidence.com Dock products and TAP. These Terms supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement.

Insurance. See Exhibit A, Insurance Requirements.

///

///

///

TASER International, Inc., **a Delaware corporation** DocuSigned by: By: _____ Name: Josh Isner Title: Executive Vice President, Global Sales Signature Date: 6/12/2015	**City of Fresno,** **a municipal corporation** By: _____ Name: JERRY P. DYER Title: CHIEF OF POLICE Signature Date: 6/15/15
TASER International, Inc. By: Doug Klint 53029FB26D2F479 Name: Doug Klint Title: General Counsel/Corporate Secretary Address: 17800 N. 85th Street Scottsdale, AZ 85255 Attn: General Counsel Email: legal@taser.com	Address: FRESNO POLICE DEPARTMENT MARIPOSA MALL PO BOX 1271 FRESNO, CA 93715-1271 ATTEST: YVONNE SPENCE, CMC City Clerk By: _____ 6-16-2015 Deputy APPROVED AS TO FORM: City Attorney's Office By: Amanda B. Freeman Amanda B. Freeman Deputy City Attorney

TASER International, Inc., **a Delaware corporation** By: _____ Name: EVP GLOBAL SALES Title: JOSH ISNER Signature Date: 6/18/15 **TASER International, Inc.** By: _____ Name: Douglas Klint Title: General Counsel and Corporate Secretary Address: 17800 N. 85th Street Scottsdale, AZ 85255 Attn: General Counsel Email: legal@taser.com	**City of Fresno,** **a municipal corporation** By: _____ Name: Title: Signature Date: Address: ATTEST: YVONNE SPENCE, CMC City Clerk By: _____ Deputy APPROVED AS TO FORM: City Attorney's Office By: _____ Amanda B. Freeman Deputy City Attorney

Exhibit A
INSURANCE REQUIREMENTS
TASER Service Agreement between City of Fresno ("CITY")
and TASER International ("TASER")
Project: Axon Cameras Sales Terms and Conditions

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

TASER, or any party with which TASER subcontracts, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMECIAL GENERAL LIABILITY:

(i) $1,000,000 per occurrence for bodily injury and property damage;
(ii) $1,000,000 per occurrence for personal and advertising injury;
(iii) $2,000,000 aggregate for products and completed operations; and,
(iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**:

$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

(i) $100,000 per person;
(ii) $300,000 per accident for bodily injury; and,
(iii) $50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY**:

(i) $1,000,000 each accident for bodily injury;

(ii) $1,000,000 disease each employee; and,

(iii) $1,000,000 disease policy limit.

5. **CYBER LIABILITY** insurance with limits of not less than:

(i) $1,000,000 per claim/occurrence; and,
(ii) $2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event TASER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

TASER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and TASER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

(i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
(ii) TASER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim

administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The *General Liability and Automobile Liability insurance policies* are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. TASER shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, TASER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of TASER'S insurance and shall not contribute with it. TASER shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: TASER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which TASER is engaged with the City for such length of time as necessary to cover any and all claims

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. TASER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, TASER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, TASER

shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

MAINTENANCE AND VERIFICATION OF COVERAGE

TASER guarantees it will maintain coverage at the levels specified herein for five years after the termination of the Agreement. In the event that TASER's insurance coverage is terminated for any reason prior to five years after the Agreement terminates, TASER guarantees it will maintain a tail providing insurance coverage at the levels specified herein for that same period.

TASER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, TASER shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Evidence.com Master Service Agreement
between Taser International, Inc., a Delaware corporation, and
the City of Fresno, a municipal corporation

TASER International, Inc. ("**TASER**," "**us**," or "**we**") and the Police Department of the City of Fresno ("**Agency**," "**your**," or "**you**") agree to accept and be bound by the following terms and conditions effective June 1st, 20 15 ("**Effective Date**"):

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

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

3 **Evidence.com Data Security.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program ("ISP") that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an

---

unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

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

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

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

7 **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the Public Agency Optional Licenses described in Section 8.1. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

8 Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your quote. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. If the optional subscription license is terminated early, no refunds or credits will be given. This Section 8 does not apply if you do not purchase any of the Optional Subscription License Tiers.

8.1 Public Agency Optional Licenses. Each of the optional subscription licenses in this Section 8.1 must be purchased at the point of sale of the hardware. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* available at https://www.taser.com/legal.

8.1.1 Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera.

8.1.2 Evidence.com Unlimited License. Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for Axon camera and Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License. We reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access. The Evidence.com Unlimited License must be purchased for a 3- or 5-year term.

8.1.3 Officer Safety Plan. The Officer Safety Plan includes all the benefits of the Evidence.com Unlimited License, TAP for the Evidence.com Dock, one TASER brand conducted electrical weapon (**CEW**) with a 4-year extended warranty, one CEW battery, and one CEW holster of your choice. At any time during the Officer Safety Plan term you may choose to receive the CEW, battery and holster by providing a $0 purchase order (orders may take 4–6 weeks to process). At the time you elect to receive the CEW, you may choose from any CEW model currently offered by us. The Officer Safety Plan must be purchased for a 5-year term. If the Officer Safety Plan is terminated before the end of the term and you did not receive your CEW, battery and holster then we will not and have no obligation to provide these items or a credit under the Officer Safety Plan. If the Officer Safety Plan is terminated before the end of the term and after you receive your CEW, battery and holster then then: (a) you will be invoiced for the remainder of the MSRP for the CEW, battery, and holster not already paid as part of the Officer Safety Plan before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

8.2 Prosecutor Licenses. Each Prosecutor Standard License and Prosecutor Professional License includes unlimited data storage for data shared through the Evidence.com Services. You must implement a data retention schedule for the storage of relevant evidence and case related data in the Evidence.com Services for the management of Your Content stored in the Evidence.com Services to qualify for the Evidence.com Prosecutor Standard License or Prosecutor Professional License. We

reserve the right, in our sole discretion, to place any data stored in your Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.

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

9.1 Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

9.2 You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or

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

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

10 Term.

10.1 Subscription Term. The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed quote or purchase order and will remain in effect for the subscription Term agreed to in the quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the invoice date of the initial invoice containing the licenses. This Agreement automatically renews for additional successive Terms of one (1) year each after the completion of your initial Term at the list prices then in effect, unless you give us written notice of cancellation sixty (60) days prior to the end of a Term.

10.2 Free Trial Term. If you signed up for a free trial, you are granted a limited non-exclusive license to use the Evidence.com Services for the term of the free trial period ("Trial Term"). Upon the expiration of the Trial Term you must purchase the Evidence.com Services to continue to use the Evidence.com Services to access Your Content.

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

11 Termination.

11.1 Termination for Cause.

11.1.1 By Either Party. Either party may terminate this Agreement for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

11.1.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section (11.1.2) at least 90 days prior to the end of the then current fiscal year.

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5–7, 12, 13 (except the license granted to you in Section 13), 14, and 16–19 will continue to apply in accordance with their terms.

12 Return of Your Content.

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

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

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

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest

in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

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

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

disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

16 Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term; and (e) you are responsible for (i) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any of your end users, and (v) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this Section 16.

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

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 17, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR

PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

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

18 Indemnification by Us. To the furthest extent allowed by law, TASER shall indemnify, hold harmless and defend the City of Fresno and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of TASER, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If TASER should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

This section shall survive termination or expiration of this Agreement.

19 Miscellaneous.

19.1 Definitions.

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

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

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

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

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

19.2 Confidentiality. Any party may use the other party's Confidential Information only as permitted under this Agreement. Except as required by applicable law or judicial order, you will not disclose our Confidential Information during the Term or at any time during the 5-year period following the end of the Term. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information.

19.3 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

19.4 Independent Contractors. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

19.5 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

19.6 Non-discrimination and Equal Opportunity. During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

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

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

19.9 Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without your consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) to as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

19.10 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with this Agreement to be effective.

19.11 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this

Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

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

19.13 Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and taxable costs.

19.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.

19.14.1 To You. We may provide any notice to you under this Agreement by: (i) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your Evidence.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account only when we have confirmation from you that you have receivedthe email

19.14.2 To Us. To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on your Evidence.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective 3 business days after they are sent.

19.15 Entire Agreement. This Agreement, including the Exhibits, Policies and the quote provided by TASER, comprise the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. You agree that your purchases are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features of the Evidence.com Services. We will not be bound by, and specifically object to, any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is submitted by you in any order, receipt, acceptance, confirmation, correspondence or other document. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

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

19.17 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

19.18 Counterparts. If this Agreement form requires the signatures of the parties, then this Agreement may be executed in multiple counterparts, each of which is considered an original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

19.19 Insurance. See Exhibit A, Insurance Requirements.

19.20 Non-standard. Both parties acknowledge that this agreement differs from the standard documents set forth by TASER as the Evidence.com Master Service Agreement, and that this agreement is the governing document regarding these matters.

TASER International, Inc., **a Delaware corporation** DocuSigned by: By: _____ Name: Josh Isner Title: Executive Vice President, Global Sales Signature Date: 6/12/2015	**City of Fresno,** **a municipal corporation** By: _____ Name: JERRY P. DYER Title: CHIEF OF POLICE Signature Date: 6/15/15
TASER International, Inc. By: Doug Klint Name: Doug Klint Title: General Counsel/Corporate Secretary Address: 17800 N. 85th Street Scottsdale, AZ 85255 Attn: General Counsel Email: legal@taser.com	Address: FRESNO POLICE DEPARTMENT MARIPOSA MALL PO BOX 1271 FRESNO, CA 93715-1271 ATTEST: YVONNE SPENCE, CMC City Clerk By: _____ 6-16-2015 Deputy APPROVED AS TO FORM: City Attorney's Office By: _____ Amanda B. Freeman Deputy City Attorney

19.17 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.

19.18 Counterparts. If this Agreement form requires the signatures of the parties, then this Agreement may be executed in multiple counterparts, each of which is considered an original. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of the document as if the original had been received.

19.19 Insurance. See Exhibit A, Insurance Requirements.

19.20 Non-standard. Both parties acknowledge that this agreement differs from the standard documents set forth by TASER as the Evidence.com Master Service Agreement, and that this agreement is the governing document regarding these matters.

TASER International, Inc., **a Delaware corporation** By: _____ Name: JOSH ISNER Title: EVP GLOBAL SALES Signature Date: 6/17/15 **TASER International, Inc.** By: _____ Name: Douglas Klint Title: General Counsel and Corporate Secretary Address: 17800 N. 85th Street Scottsdale, AZ 85255 Attn: General Counsel Email: legal@taser.com	**City of Fresno,** **a municipal corporation** By: _____ Name: Title: Signature Date: Address: ATTEST: YVONNE SPENCE, CMC City Clerk By: _____ Deputy APPROVED AS TO FORM: City Attorney's Office By: _____ Amanda B. Freeman Deputy City Attorney

Exhibit A

INSURANCE REQUIREMENTS

TASER Service Agreement between City of Fresno ("CITY")

and TASER International ("TASER")

Evidence.com Master Service Agreement

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

TASER, or any party with which TASER subcontracts, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMECIAL GENERAL LIABILITY:

(i) $1,000,000 per occurrence for bodily injury and property damage;
(ii) $1,000,000 per occurrence for personal and advertising injury;
(iii) $2,000,000 aggregate for products and completed operations; and,
(iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**:

   $1,000,000 per accident for bodily injury and property damage.

   OR*

   PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

   (i) $100,000 per person;
   (ii) $300,000 per accident for bodily injury; and,
   (iii) $50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY**:

   (i) $1,000,000 each accident for bodily injury;

   (ii) $1,000,000 disease each employee; and,

   (iii) $1,000,000 disease policy limit.

5. **CYBER LIABILITY** insurance with limits of not less than:

   (i) $1,000,000 per claim/occurrence; and,
   (ii) $2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event TASER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

TASER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and TASER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

(i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
(ii) TASER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At

no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The *General Liability and Automobile Liability insurance policies* are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. TASER shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, TASER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of TASER'S insurance and shall not contribute with it. TASER shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: TASER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which TASER is engaged with the City for such length of time as necessary to cover any and all claims

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. TASER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, TASER shall furnish CITY

with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, TASER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

MAINTENANCE AND VERIFICATION OF COVERAGE

TASER guarantees it will maintain coverage at the levels specified herein for five years after the termination of the Agreement. In the event that TASER's insurance coverage is terminated for any reason prior to five years after the Agreement terminates, TASER guarantees it will maintain a tail providing insurance coverage at the levels specified herein for that same period.

TASER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, TASER shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Professional Services Agreement

between Taser International, Inc., a Delaware corporation, and
the City of Fresno, a municipal corporation

BY ORDERING OR ACCEPTING PROFESSIONAL SERVICES FROM TASER INTERNATIONAL, INC. (TASER), THE POLICE DEPARTMENT OF THE CITY OF FRESNO ("YOU," "CITY, " OR FPD") AGREES THAT IT HAS READ AND UNDERSTANDS THIS AGREEMENT AND ACCEPTS AND AGREES TO BE BOUND BY ITS FOLLOWING TERMS AND CONDITIONS. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. If you do not have this authority, do not order or accept the Professional Services. In consideration of the mutual promises contained in this Agreement, the parties agree to all terms of the Agreement effective as of the date you signed the Quote or submit your purchase order, whichever is first (**Effective Date**).

Terms and Conditions

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

1. Term and Pricing.

a. Term. The term of this Agreement shall be five (5) years, commencing on the Effective Date. The actual work to be performed by us is not authorized to begin until we receive the signed Quote or your purchase order, whichever is first.

b. Service Pricing. All Services performed by us will be rendered in accordance with the fees set forth in the Quote. You will pay us in accordance with the terms contained in this Agreement unless different payment terms have been identified and agreed upon in the Quote.

c. Taxes. You are responsible for any sales or use taxes assessed on payment for Services and Products. We will itemize sales or use taxes separately on our invoices. We are responsible for all other taxes, duties and fees. If you are exempt from taxation for the Services or Products, you must submit an exemption certificate to us.

2. Invoicing and Payment Terms.

a. Services. We will invoice you, in accordance with this Agreement, for all Services provided. Notwithstanding the foregoing, no terms, provisions, or conditions of any purchase order or other business form or written authorization used by you will have any effect on, or otherwise modify, the rights, duties, or obligations of the parties under this Agreement, regardless of any failure of us to object to such terms, provisions, or conditions.

b. Payment. All payments for fees and expenses are due 30 days after the date of invoice. Interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) may be charged on all late payments. Payment obligations are non-cancelable and amounts paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. Amounts pre-paid for Services will expire within 6 months of the Effective Date; therefore all Services must be completed within that time period. Any delays by you may result in additional fees due to us, and delay in our completion of the Services.

c. Non-Appropriation. This agreement will terminate in the event of the City of Fresno's non-appropriation of funds sufficient to meet its obligations hereunder during any fiscal year of this Agreement, or insufficient funding for this Agreement.

3. Scope of Services. The project scope will consist of the Services identified on your Quote. The Starter Package and Full-Service Package are detailed below:

Description of the Service Packages	Starter Package	Full-Service Package
System set up and configuration Setup Axon® Mobile on smart phones (if applicable) Configure categories & custom roles based on Agency need Troubleshoot IT issues with EVIDENCE.com and EVIDENCE.com Dock (Dock) access Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable)	1 on-site session	virtual assistance
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary Authenticate Dock with EVIDENCE.com using "admin" credentials from Agency Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment	on-site assistance	virtual assistance
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	✓	✓
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and EVIDENCE.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the EVIDENCE.com Dock installation of not more than 30 minutes in length.	✓	✓
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management Provide referrals to other agencies using the Axon camera products and EVIDENCE.com services Create project plan for larger deployments Recommend rollout plan based on review of shift schedules	✓	
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.	✓	
Axon instructor training Prior to general user training on Axon camera systems and EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent Axon camera and EVIDENCE.com training needs.	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency

Description of the Service Packages	Starter Package	Full-Service Package
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.	6 on-site sessions	3 on-site sessions
Implementation document packet EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓	✓
Post go live review session	on-site assistance	virtual assistance

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

5. Delivery of Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Ensuring that all appropriate data backups are performed;

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

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

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

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

n. Instructing your personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and

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

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

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

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

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

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

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

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

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

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

13. Indemnification. To the furthest extent allowed by law, TASER shall indemnify, hold harmless and defend the City of Fresno, and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of TASER, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If TASER should subcontract all or any portion of the services to be performed under this Agreement, TASER shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

14. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS

OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.

15. Insurance. See Exhibit A, Insurance Requirements.

16. General.

a. Non-Discriminatory Employment. We will not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, or condition of disability. We understand and agree that we are bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes.

b. Notifications. Any notice permitted or required under this Agreement will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this Agreement.

c. Force Majeure. We will not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

d. Independent Contractors; Non-Exclusive Rights. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.

e. Entire Agreement; Modification. This Agreement, including the Quote, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

f. Severability. This Agreement is contractual and not a mere recital. Sections 1–2, 5–6, 10–15, and 17–18 will continue in force and effect after termination of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

g. Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of the provision nor limit the party's right to enforce the provision at a later time.

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

i. No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

j. Assignment. Neither party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other party; except that we may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without the consent of you (a) in connection with a merger, acquisition or sale of all or substantially all of our assets, or (b) to as part of a corporate reorganization. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

k. Applicable Law. The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State in which the Services are performed. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees

and costs. Any claims, legal proceeding(s) or litigation arising in connection with the Service will be brought solely in Fresno County, California.

17. Definitions.

"Confidential Information" means any and all financial, technical, legal, marketing, network and/or other business information, know-how, plans, records, files, file layouts, manuals, documentation, or data (including, but not limited to, computer programs, code systems, applications, analyses, passwords, procedures, output, software sales, personal individual information, and lists compilations). All information communicated during the course of this Agreement, whether written or oral, will be assumed confidential even if it is not specifically noted as such at the time of the disclosure. Both parties acknowledge and agree that a disclosing party's Confidential Information is the proprietary property of the disclosing party and constitutes valuable trade secrets. Nothing in this Agreement will be construed as granting the receiving party any right of use, title, or interest in the disclosing party's Confidential Information.

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

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

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

"Services" means the professional services provided by us pursuant to this Agreement.

18. Non-standard Documents.

Both parties acknowledge that this agreement differs from the standard documents set forth by TASER as its standard Professional Services Agreement, and that this agreement is the governing document regarding these matters.

TASER International, Inc.,
a Delaware corporation

DocuSigned by:

By: _____

Name: Josh Isner

Title: Executive Vice President, Global Sales

Signature Date: 6/12/2015

TASER International, Inc.

DocuSigned by:

By: Doug Klint

Name: Doug Klint

Title: General Counsel/Corporate Secretary

Address:
17800 N. 85th Street
Scottsdale, AZ 85255
Attn: General Counsel
Email: legal@taser.com

City of Fresno,
a municipal corporation

By: _____

Name: JERRY P. DYER

Title: CHIEF OF POLICE

Signature Date: 6/15/15

Address:
FRESNO POLICE DEPARTMENT
MARIPOSA MALL
PO BOX 1271
FRESNO, CA 93715-1271

ATTEST:
YVONNE SPENCE, CMC
City Clerk

By: _____ 6-16-2015
Deputy

APPROVED AS TO FORM:
City Attorney's Office

By: Amanda B. Freeman
Amanda B. Freeman
Deputy City Attorney

TASER International, Inc., **a Delaware corporation** By: _____ Name: JOSH ISNER Title: EVP GLOBAL SALES Signature Date: 6/17/15 **TASER International, Inc.** By: _____ Name: Douglas Klint Title: General Counsel and Corporate Secretary Address: 17800 N. 85th Street Scottsdale, AZ 85255 Attn: General Counsel Email: legal@taser.com	**City of Fresno,** **a municipal corporation** By: _____ Name: Title: Signature Date: Address: ATTEST: YVONNE SPENCE, CMC City Clerk By: _____ Deputy APPROVED AS TO FORM: City Attorney's Office By: _____ Amanda B. Freeman Deputy City Attorney

Exhibit A

INSURANCE REQUIREMENTS

TASER Service Agreement between City of Fresno ("CITY")

and TASER International ("TASER")

Professional Services Agreement

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the CITY, its officers, officials, employees, agents and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

TASER, or any party with which TASER subcontracts, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMECIAL GENERAL LIABILITY:

(i) $1,000,000 per occurrence for bodily injury and property damage;
(ii) $1,000,000 per occurrence for personal and advertising injury;
(iii) $2,000,000 aggregate for products and completed operations; and,
(iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**:

$1,000,000 per accident for bodily injury and property damage.

OR*

PERSONAL AUTOMOBILE LIABILITY insurance with limits of liability not less than:

(i) $100,000 per person;
(ii) $300,000 per accident for bodily injury; and,
(iii) $50,000 per accident for property damage.

3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY**:

   (i) $1,000,000 each accident for bodily injury;

   (ii) $1,000,000 disease each employee; and,

   (iii) $1,000,000 disease policy limit.

5. **CYBER LIABILITY** insurance with limits of not less than:

   (i) $1,000,000 per claim/occurrence; and,
   (ii) $2,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event TASER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

TASER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and TASER shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

(i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or
(ii) TASER shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The *General Liability and Automobile Liability insurance policies* are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. TASER shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. For any claims relating to this Agreement, TASER'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess of TASER'S insurance and shall not

contribute with it. TASER shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: TASER and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

The Cyber Liability insurance shall cover claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information (including credit monitoring costs), alteration of electronic information, extortion and network security. Such coverage is required only if any products and/or services related to information technology (including hardware and/or software) are provided to Insured and for claims involving any professional services for which TASER is engaged with the City for such length of time as necessary to cover any and all claims

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. TASER is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, TASER shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, TASER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

MAINTENANCE AND VERIFICATION OF COVERAGE

TASER guarantees it will maintain coverage at the levels specified herein for five years after the termination of the Agreement. In the event that TASER's insurance coverage is terminated for any reason prior to five years after the Agreement terminates, TASER guarantees it will maintain a tail providing insurance coverage at the levels specified herein for that same period.

TASER shall furnish CITY with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, TASER shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.