
7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. COMMUNICATIONS

From: Amy Girard, Purchasing Manager
Re: Software: VMware vSphere Foundation in the amount not to exceed \$198,720 funded from General Fund/ 54- Property Services

From: Amy Girard, Purchasing Manager
Re: Contract for sales qualification in the amount not to exceed \$30,000 funded from General Fund/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: NPD Body Worn Cameras in the amount not to exceed \$5,699,999.83 funded from Capital Improvements/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: Purchase of operational equipment and supplies in the amount not to exceed \$47,815 funded from General Fund/ 61- Supplies & Materials and 71 - Equipment

4. NEW BUSINESS – RESOLUTIONS
5. NEW BUSINESS – ORDINANCES
6. TABLED IN COMMITTEE
7. RECORD OF EXPENDITURES
8. GENERAL DISCUSSION
9. PUBLIC COMMENT
10. REMARKS BY THE ALDERMEN
11. ADJOURNMENT



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

August 12, 2026
Memo #27-130

TO: Mayor Donchess
Finance Committee

SUBJECT: Software: VMware vSphere Foundation in the amount not to exceed \$198,720 funded from General Fund/ 54- Property Services

Please see attached communications from Nick Miseirvitch, CIO, dated August 7, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: VMware vSphere Foundation
Value: \$66,240 annually
\$198,720 Total
Department: 120 Technology Maintenance
Vendor: GovConnection, Inc.
Fund: General Fund/ 54-Property Services
Term: 3 years

Ordinance: Pursuant to § 5-84 Special purchase procedures A/(3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions

Administrative Services Division: Information Technology, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: N Miseirvitch
D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: August 12, 2026
Re: Multi-Year Contract Award – Gov Connection, Inc.

Pursuant to NRO : § 5-74/B: A contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the August 19, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Software: VMware vSphere Foundation
Value: 66,240 annually
Total: \$198,720
Vendor: GovConnection, Inc.
Purchasing Memo#: 27-130 dated August 12, 2026
Contract Term: 3 years

Thank you.



City of Nashua

Information Technology Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3300

To: Ms. Amy Girard
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03061-2019

Date: August 7th, 2026

Re: VMWare vSphere Foundation

Ms. Girard,

This request is for a 3-year term renewal required for the operation of VMWare vSphere Foundation software.

Funding is available in 120 Technology Maintenance, Software Maintenance 20.1.555 – 54407, for an annual payment of \$66,240.00.

Sincerely,

Nick Miseirvitch
CIO, Information Technology

Cc: Tim Cummings, Director of Administrative Services

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Meaghan Brown
Phone: (800) 998-8277 ext. 33242
Fax: (603) 683-0615
Email: meaghan.brown@connection.com

25915854.03

PLEASE REFER TO THE ABOVE QUOTE #
WHEN ORDERING

Date: 8/7/2026
Valid Through: 8/10/2026
Account #: S01651 18500

Customer Contact: Nick Miseirvitch
Email: miseirvitchn@nashuanh.gov

Phone: (603) 589-3305
Fax: (603) 594-3450

QUOTE PROVIDED TO:	SHIP TO:
AB#: 18500 CITY OF NASHUA ACCOUNTS PAYABLE CS 2019/CENTRAL PURC CITY HALL / 229 MAIN ST, Attn: Accounts payable NASHUA, NH 03061 US (603) 589-3182	CITY OF NASHUA INFORMATION TECHNOLOGY 229 MAIN STREET NASHUA, NH 03060 USA (603) 594-3308

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				* 3 Year Term - Billed Annually *		\$	-
2				Year 1: Start Date: 08/29/2026 End Date: 08/28/2027		\$	-
3	480	42125757	VCF-VSP-FND-1Y	Corp. vSphere Foundation 1 Year	VMware - Licensing	\$ 138.00	\$ 66,240.00
4				Year 2: Start Date: 08/29/2027 End Date: 08/28/2028		\$	-
5	480	42125757	VCF-VSP-FND-1Y	Corp. vSphere Foundation 1 Year	VMware - Licensing	\$ 138.00	\$ 66,240.00
6				Year 3: Start Date: 08/29/2028 End Date: 08/28/2029		\$	-
7	480	42125757	VCF-VSP-FND-1Y	Corp. vSphere Foundation 1 Year	VMware - Licensing	\$ 138.00	\$ 66,240.00
8				+++ Quote valid until 8/27/2026 +++		\$	-
						Subtotal	\$ 198,720.00
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	Exempt!
						Total	\$ 198,720.00

QUOTE TERMS AND CONDITIONS

Unless you have a written master purchase agreement in effect with PC Connection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., or GovConnection, Inc. (each doing business as Connection), that expressly governs this transaction, all orders are governed by Connection's Terms and Conditions of Sale available at: <https://www.govconnection.com/content/about/legal/terms-and-conditions-sale> (the Agreement), which are incorporated by reference as if fully set forth in this Quote.

Some products and services sold by Connection come with end user license agreements (EULAs) from the original manufacturer or service provider (OEM), as well as certain required reseller pass-through terms that Connection must provide or enforce. These terms may be shared with you either by the OEM or by Connection. For your convenience, applicable terms for certain products are available here: <https://www.govconnection.com/content/about/legal/oem-cloud-software-mandatory-end-customer-notice>. Please review this page to see whether any of the products you are purchasing are listed. These terms apply in addition to this Agreement or any applicable master purchase agreement.

Most license and subscription products renew automatically under OEM terms. You are responsible for timely cancellation as required by the OEM. Cancellation and refund rights are governed by OEM terms, and some products or services may be non-cancellable and non-refundable once ordered, activated, or renewed. You remain responsible for any non-cancellable or non-refundable charges.

By placing an order in response to this Quote or using the products or services described, you agree to the Agreement (if no master purchase agreement applies) and all OEM and pass-through terms. No signature is required. Any additional or different customer terms are rejected. If you do not agree, do not place an order or use the products or services.

Pricing and availability are subject to change prior to shipment (in the case of equipment) or delivery (in the case of software). Connection reserves the right, prior to shipment or delivery, to adjust pricing or cancel any order for any reason, including manufacturer price increases, allocation changes, tariffs, exchange rate fluctuations, supply constraints, or other factors beyond Connection's reasonable control. Orders are not binding until shipment or delivery.

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # 121923

Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address

GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order..

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

August 12, 2026
Memo #27-131

TO: Mayor Donchess
Finance Committee

SUBJECT: Contract for sales qualification in the amount not to exceed \$30,000 funded from
General Fund/ 53- Professional & Technical Services

Please see attached communications from Michelle Welsh, dated August 5, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Contract for services to review, validate and qualify sales
Value: \$30,000
Department: 132 Assessing
Vendor: Vincent Consulting
Fund: General Fund/ 53-Professional & Technical Services

Ordinance: Pursuant to NRO § 5-83 Professional Services (A) In the purchase of accounting, architectural, auditing, insurance, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required.

Administrative Services Division: Assessing, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: M Welsh
D Enwright
T Cummings



THE CITY OF NASHUA

Assessing Department / Administrative
Services Division

"The Gate City"

To: J. Donchess, Mayor
From: M. Welsh, Assessing Manager /T. Cummings, Director
Cc: Finance Committee

Date: August 5, 2026

Re: Communication – Approval & Place on File a contract for Vincent Consulting LLC for Sales Qualifications

A copy of the Sales Qualification Contract for Vincent Consulting LLC, outlining the scope and basis for fee is attached and has been reviewed by the respective internal city departments and the NH DRA.

We will be utilizing the same services that were provided by Richard Vincent as he was an employee for FY 2024, 2025 and 2026, where he reviewed, validated and qualified sales. He has a unique understanding of the area sales due to the considerable amount of time he has already spent in working for the city.

The work will commence in July 1, 2026 and will run through June 30, 2027. The total figure for this effort is not to exceed \$30,000.00. The amount will be invoiced based on an hourly rate of \$60.00. The source of funds in the amount of \$30,000.00 is the Assessing Staffing Services account.



CONTRACT FOR INDEPENDENT CONTRACTOR

TITLE

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060
AND

**and its successors, transferees and assignees, together with Vincent Consulting LLC - Richard
Vincent, Manager**

NAME AND TITLE OF INDEPENDENT CONTRACTOR

68 Currier Road Hill, NH 03243

ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor ; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Independent Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. DOCUMENTS INCORPORATED. The following exhibits are by this reference incorporated herein and are made part of this contract:

Exhibit A--General Conditions for Contracts

Exhibit B—none

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

DESCRIPTION OF WORK:

The Contractor shall review and validate all real estate transactions recorded with the Nashua Assessor's office

Upon request, the Contractor shall be available to meet with the municipal assessing officials for any assessing matters.

The Contractor shall utilize the Municipality's base year data collection manual and Patriot CAMA System to validate sale properties. The Contractor shall certify that the individual assigned (Richard Vincent) to perform data entry is proficient in the use of the Municipal CAMA system.

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work by 6/30/2027 which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Independent Contractor agrees to perform the work for a total cost not to exceed

\$30,000.00 (THIRTY THOUSAND DOLLARS)

\$60.00 per hour not to exceed \$30,000.00 for the performance period of 7/1/2026-6/30/2027

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Unless Independent Contractor has received a written exemption from the City of Nashua, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor's right to payment as the City of Nashua may reasonably require. Independent Contractor shall submit requests for payment for services performed under this agreement directly to:

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060

Please do not submit invoices both electronically and paper copy.

In addition, and to facilitate the proper and timely payment of applications, the City of Nashua requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER**.

The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until the date of execution by the City of Nashua.

6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)

James W Donchess, Mayor
(Printed Name and Title)

Date

Richard Vincent

Vincent Consulting, LLC *(signature)*

Richard Vincent, Manager

(Printed Name and Title)

07-28-2026

Date

EXHIBIT A
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GENERAL CONDITIONS

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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors
2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.
3. **STANDARD OF CARE** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

Independent Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior

written approval of the City of Nashua, except in the event of termination of employment. Independent Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.
5. **CHANGES TO SCOPE OF WORK** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

Except as provided in this paragraph, Independent Contractor shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work

under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES

Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 days' written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and

compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Independent Contractor in the event of a failure by Independent Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Independent Contractor shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Independent Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Independent Contractor, the City of Nashua fails to pay Independent Contractor for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Independent Contractor's failure. Independent Contractor shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Independent Contractor until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Independent Contractor must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Independent Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Independent Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to Independent Contractor such that Independent Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. GENERAL PROVISIONS FOR TERMINATION Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **DISPUTE RESOLUTION.** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, if requested in writing by either the City of Nashua or the Independent Contractor within 14 days after the 30 days described above,, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties, which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:
 - Professional Liability insurance in the amount of \$1,000,000; and

Independent Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The City of Nashua shall not maintain any insurance on

behalf of Independent Contractor. Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. Independent Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Independent Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Independent Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Independent Contractor shall automatically revert to the City

of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Independent Contractor's submitted invoice forms for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Independent Contractor in full within **30 days of approval** of the submitted invoice forms.
15. **COMPLIANCE WITH APPLICABLE LAWS** Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.
16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Independent Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41 "Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

In connection with the performance of work under this contract, Independent Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Independent Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Independent Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Independent Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any

purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Independent Contractor (including those remitted to the City of Nashua by Independent Contractor pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Independent Contractor. The City of Nashua shall have the right to reproduce any such materials.

Independent Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Independent Contractor agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

Independent Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

23. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Independent Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Independent Contractor shall refund to the City of Nashua any profits realized under this contract, and Independent Contractor shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Independent Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Independent Contractor to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

August 12, 2026
Memo #27-132

TO: Mayor Donchess
Finance Committee

SUBJECT: NPD Body Worn Cameras in the amount not to exceed \$5,699,999.83 funded from
Capital Improvements/ 81- Capital Outlay/Improvements

Please see attached communications from Karen Smith, Business Manager, dated August 12, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Hardware, software and digital evidence management system for body-worn, fleet and interview room cameras
Value:	\$900,000 year 1 \$1,199,999.96 subsequent years
Total:	\$5,699,999.83
Department:	150 Police Department
Vendor:	Axon Enterprise, Inc.
Fund:	Capital Improvements/ 81- Capital Outlay/Improvements
Term:	5 years
Ordinance:	Pursuant to § 5-84 Special purchase procedures A/(3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: August 12, 2026
Re: Multi-Year Contract Award – Police Department Body Worn Cameras

Pursuant to NRO : § 5-74/B: A contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the August 19, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Body-worn, fleet and interview room camera system, including hardware, software and digital evidence management
Value: \$5,699,999.83
Vendor: Axon Enterprise, Inc.
Purchasing Memo#: 27-132 dated August 12, 2026
Contract Term: 5 years

Thank you.



Intradepartmental Communication

To: Amy Girard, Purchasing Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department Body Worn Camera Equipment

The Nashua Police Department is seeking to purchase Axon OSP 10 Premium hardware/ Software bundle for Body Worn, Fleet, Interview Room Cameras and Digital Evidence Platform.

This equipment would replace our existing body worn camera systems. We would be expanding our Taser program and virtual reality training as well as fleet, our interview room camera systems and current digital evidence management platform. The Fusus Real-Time Intelligence Platform would enhance our dispatch functions. We would be introducing a new Drone as a First Responder program as well as utilizing a series of Axon's AI technology. All which will increase our ability to serve the City of Nashua.

The OSP 10 Premium quote is attached. We would be entering into a five-year contract with Axon for the products and services outlined in the quote. The total contract price is \$5,699,999.83 and is structured to cost \$900,000 in year one and \$1,199,999.96 in each of the subsequent years. By bundling the services above there is a significant savings over the life of the contract. The pricing is based on Sourcewell, a cooperative agreement, solicitation number 101223.

Due to the current contract with Coreforce expiring June of 2027, timelines require that the Axon contract be in place October/ November 2026 for the transition and implementation

A representative of the Police Department will be available to answer any questions to this procurement request.

Sincerely,

A handwritten signature in black ink, appearing to be "KAS", is written over a horizontal line.

Karen A. Smith
Business Manager

Non-Binding Budgetary Estimate



Q-872794-46191RM

Issued: 06/18/2026

Quote Expiration: 06/30/2026

Estimated Contract Start Date: 11/01/2026

Account Number: 146928

Payment Terms:

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Nashua Police HQ 28 Officer James Roche Dr. Nashua, NH 03062 USA	Nashua Police Department - NH PO BOX 785 Nashua NH 03061-0785 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Rob Marangelo Phone: Email: rmarangelo@axon.com Fax:	Brian Pinsonneault Phone: (603) 930-6446 Email: pinsonneaultb@nashuapd.com Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$5,699,999.83
ESTIMATED TOTAL W/ TAX	\$5,699,999.83

Discount Summary

Average Savings Per Year	\$1,258,384.95
TOTAL SAVINGS	\$6,291,924.73

Payment Summary

Date	Subtotal	Tax	Total
Oct 2026	\$900,000.00	\$0.00	\$900,000.00
Oct 2027	\$1,199,999.96	\$0.00	\$1,199,999.96
Oct 2028	\$1,199,999.96	\$0.00	\$1,199,999.96
Oct 2029	\$1,199,999.96	\$0.00	\$1,199,999.96
Oct 2030	\$1,199,999.95	\$0.00	\$1,199,999.95
Total	\$5,699,999.83	\$0.00	\$5,699,999.83

Non-Binding Budgetary Estimate

Quote Unbundled Price:	\$11,798,757.28
Quote List Price:	\$6,371,621.68
Quote Subtotal:	\$5,699,999.83

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	1		\$1.00	\$2,129.00	\$2,129.00	\$0.00	\$2,129.00
100552	TRANSFER BALANCE - GOODS	1	1		\$1.00	\$22,307.74	\$22,307.74	\$0.00	\$22,307.74
B00099	UNLIMITED PREMIUM WITH VR PLAN	95	60	\$538.98	\$341.23	\$263.66	\$1,502,849.75	\$0.00	\$1,502,849.75
IR2CA	Interview Room 2 Camera Standard	1	60	\$602.28	\$627.21	\$513.05	\$30,783.00	\$0.00	\$30,783.00
IR2CA	Interview Room 2 Camera Standard	4	60	\$499.90	\$457.41	\$457.41	\$109,778.40	\$0.00	\$109,778.40
Fleet3B+TAP	Fleet 3 Basic + TAP	4	60	\$233.42	\$210.15	\$210.15	\$50,436.00	\$0.00	\$50,436.00
Fleet3A	Fleet 3 Advanced	13	60	\$313.70	\$258.90	\$230.54	\$179,821.20	\$0.00	\$179,821.20
Fleet3A	Fleet 3 Advanced	20	60	\$313.70	\$258.90	\$233.50	\$280,200.00	\$0.00	\$280,200.00
T00001	AB4 FLEX POV TAP BUNDLE	30	60	\$7.69	\$7.69	\$6.74	\$12,129.37	\$0.00	\$12,129.37
M00051	OFFICER SAFETY PLAN T10 PREMIUM	90	60	\$1,174.36	\$400.81	\$361.82	\$1,953,809.75	\$0.00	\$1,953,809.75
HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	185	60			\$99.00	\$18,315.00	\$0.00	\$18,315.00
A la Carte Hardware									
102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	1		\$324.00	\$324.00	\$648.00	\$0.00	\$648.00
101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	1		\$5,499.00	\$5,499.00	\$10,998.00	\$0.00	\$10,998.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	30			\$299.00	\$296.01	\$8,880.30	\$0.00	\$8,880.30
H00002	AB4 Multi Bay Dock Bundle	24			\$1,638.90	\$1,622.51	\$38,940.24	\$0.00	\$38,940.24
A la Carte Software									
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	185	60		\$27.12	\$27.12	\$301,032.00	\$0.00	\$301,032.00
102011	AXON AI ASSISTANT	185	60		\$32.55	\$32.55	\$361,305.00	\$0.00	\$361,305.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	185	60		\$70.52	\$70.52	\$782,772.00	\$0.00	\$782,772.00
A la Carte Services									
102526	PSO 1-Day Onsite	1	1		\$8,000.00	\$8,000.00	\$8,000.00	\$0.00	\$8,000.00
102596	TASER CEW + VR FACILITATOR & IMPLEMENTATION (3D/10STD)	1	1		\$16,000.00	\$16,000.00	\$16,000.00	\$0.00	\$16,000.00
A la Carte Warranties									
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	49		\$90.46	\$90.46	\$8,865.08	\$0.00	\$8,865.08
Total							\$5,699,999.83	\$0.00	\$5,699,999.83

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	185	1	10/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK	6	1	10/01/2026

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RAPIDLOCK			
AB4 CONNECTED HARDWARE BUNDLE	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	204	1	10/01/2026
AB4 CONNECTED HARDWARE BUNDLE	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	204	1	10/01/2026
AB4 CONNECTED HARDWARE BUNDLE	74028	AXON BODY 4 - MOUNT - WING CLIP RAPIDLOCK	204	1	10/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	30	1	10/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	1	1	10/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	30	1	10/01/2026
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	30	1	10/01/2026
AB4 FLEX POV HARDWARE BUNDLE	101127	AXON BODY 4 - MOUNT - POV PICATINNY RAIL MOUNT	33	1	10/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	24	1	10/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	24	1	10/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	24	1	10/01/2026
Fleet 3 Advanced	101924	AXON FLEET - TAOGAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	20	1	10/01/2026
Fleet 3 Advanced	101924	AXON FLEET - TAOGAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	13	1	10/01/2026
Fleet 3 Advanced	103346	AXON FLEET - ERICSSON R980-5GD-A+5YR NETCLOUD	20	1	10/01/2026
Fleet 3 Advanced	103346	AXON FLEET - ERICSSON R980-5GD-A+5YR NETCLOUD	13	1	10/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	13	1	10/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	20	1	10/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	20	1	10/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	13	1	10/01/2026
Fleet 3 Basic + TAP	101924	AXON FLEET - TAOGAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	4	1	10/01/2026
Fleet 3 Basic + TAP	103346	AXON FLEET - ERICSSON R980-5GD-A+5YR NETCLOUD	4	1	10/01/2026
Fleet 3 Basic + TAP	70112	AXON SIGNAL - VEHICLE	4	1	10/01/2026
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	4	1	10/01/2026
Interview Room 2 Camera Standard	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	4	1	10/01/2026
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	10/01/2026
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	4	1	10/01/2026
Interview Room 2 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	10/01/2026
Interview Room 2 Camera Standard	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	4	1	10/01/2026
Interview Room 2 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	1	10/01/2026
Interview Room 2 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	4	1	10/01/2026
Interview Room 2 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1	10/01/2026
Interview Room 2 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	4	1	10/01/2026
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	1	1	10/01/2026
Interview Room 2 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	4	1	10/01/2026
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	4	1	10/01/2026
Interview Room 2 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	1	1	10/01/2026
Interview Room 2 Camera Standard	74116	AXON INTERVIEW - COVERT ENCLOSURE	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100122	AXON VR - HEADSET - BATTERY	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100126	AXON VR - TACTICAL BAG	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	90	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	1800	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	900	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100591	AXON TASER - CLEANING KIT	1	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	90	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	10/01/2026

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
OFFICER SAFETY PLAN T10 PREMIUM	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101294	AXON VR - TABLET	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101300	AXON VR - TABLET CASE	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	9	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101751	AXON VR - HEADSET - HTC FOCUS VISION	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	3	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	90	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	30	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101886	SIGNAL SENSOR	90	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	101889	AXON SIGNAL - BATTERY - CR2032	90	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102032	AXON OUTPOST - CAMERA	9	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102050	AXON DEDRONEBEYOND RADAR LRR HW KIT (US)	1	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102186	AXON TASER 10 - COMMAND BOX	1	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102488	AXON OUTPOST - SOLAR PANEL - 100W	9	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	9	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102552	AXON OUTPOST - POLE - STANDARD	9	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102718	AXON AIR - SKYDIO X10 PATROL HW KIT FOR OSP	3	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102719	AXON AIR - SKYDIO DOCK FOR X10 DFR KIT FOR OSP	3	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	9	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	103052	AXON DEDRONE - REMOTE ID SENSOR	4	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	103151	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	9	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	90	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	9	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	100122	AXON VR - HEADSET - BATTERY	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	100126	AXON VR - TACTICAL BAG	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	100748	AXON VR - CONTROLLER - TASER 10	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	101294	AXON VR - TABLET	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	101300	AXON VR - TABLET CASE	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	101751	AXON VR - HEADSET - HTC FOCUS VISION	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	101886	SIGNAL SENSOR	95	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	101889	AXON SIGNAL - BATTERY - CR2032	95	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	102032	AXON OUTPOST - CAMERA	9	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	102389	AXON VR - MULTI-USER ROOM MARKER	2	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	102488	AXON OUTPOST - SOLAR PANEL - 100W	9	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	9	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	102552	AXON OUTPOST - POLE - STANDARD	9	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	102737	AXON OUTPOST - STANDARD SOLAR HARDWARE KIT	9	1	10/01/2026

Non-Binding Budgetary Estimate

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
UNLIMITED PREMIUM WITH VR PLAN	103052	AXON DEDRONE - REMOTE ID SENSOR	4	1	10/01/2026
UNLIMITED PREMIUM WITH VR PLAN	103151	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	9	1	10/01/2026
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	1	10/01/2026
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	720	1	10/01/2027
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	720	1	10/01/2028
OFFICER SAFETY PLAN T10 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	04/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	4	1	04/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	4	1	04/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	102715	AXON AIR - SKYDIO SAFE X10 DOCK OPS HW KIT FOR OSP - RFRSH1	3	1	04/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	102717	AXON AIR - SKYDIO SAFE DFR PATROL HW KIT FOR OSP - REFRESH 1	3	1	04/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	04/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	93	1	04/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	1	04/01/2029
UNLIMITED PREMIUM WITH VR PLAN	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	04/01/2029
UNLIMITED PREMIUM WITH VR PLAN	101009	AXON VR - TAP REFRESH 1 - HANDGUN CONTROLLER	4	1	04/01/2029
UNLIMITED PREMIUM WITH VR PLAN	101012	AXON VR - TAP REFRESH 1 - TASER CONTROLLER	4	1	04/01/2029
UNLIMITED PREMIUM WITH VR PLAN	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	04/01/2029
UNLIMITED PREMIUM WITH VR PLAN	73309	AXON BODY - TAP REFRESH 1 - CAMERA	98	1	04/01/2029
UNLIMITED PREMIUM WITH VR PLAN	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	12	1	04/01/2029
A la Carte	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	1	04/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	720	1	10/01/2029
OFFICER SAFETY PLAN T10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	720	1	10/01/2030
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	31	1	10/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	20	1	10/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	13	1	10/01/2031
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	4	1	10/01/2031
OFFICER SAFETY PLAN T10 PREMIUM	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	9	1	10/01/2031
OFFICER SAFETY PLAN T10 PREMIUM	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	9	1	10/01/2031
OFFICER SAFETY PLAN T10 PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	93	1	10/01/2031
OFFICER SAFETY PLAN T10 PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	1	10/01/2031
UNLIMITED PREMIUM WITH VR PLAN	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	9	1	10/01/2031
UNLIMITED PREMIUM WITH VR PLAN	102810	AXON OUTPOST - TAP REFRESH ONE - BATTERY ENCLOSURE EXTENDED	9	1	10/01/2031
UNLIMITED PREMIUM WITH VR PLAN	73310	AXON BODY - TAP REFRESH 2 - CAMERA	98	1	10/01/2031
UNLIMITED PREMIUM WITH VR PLAN	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	12	1	10/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	13	11/01/2026	10/31/2031
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	20	11/01/2026	10/31/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	20	11/01/2026	10/31/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	13	11/01/2026	10/31/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	13	11/01/2026	10/31/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	20	11/01/2026	10/31/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	26	11/01/2026	10/31/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	40	11/01/2026	10/31/2031

Non-Binding Budgetary Estimate

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	4	11/01/2026	10/31/2031
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	8	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	4	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-PC	1	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	2	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	8	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	11/01/2026	10/31/2031
Interview Room 2 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	100801	AXON RECORDS - OSP	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	9	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	4	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102214	AXON DEDRONE - DEDRONETRACKER.AI RADAR LONG RANGE SOFTWARE	3	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102215	AXON DEDRONE - DEDRONETRACKER.AI CAMERA SOFTWARE	1	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102271	AUROR - RETAIL CRIME HUB	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102337	AXON DEDRONE ECHOSHIELD (LONG-RANGE RADAR) SOFTWARE LICENSE	3	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102610	AXON COMMUNITY LINK	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102642	AXON FUSUS - CCTV AI STREAMS	150	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	3	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102656	AXON AIR - AXON EVIDENCE UNLIMITED DATA STORAGE PER DRONE	3	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102693	AXON AIR - SKYDIO X10 DFR DOCK SUB PLAN W/ DATA FOR OSP	3	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102694	AXON AIR - SKYDIO X10 DFR PATROL SUB PLAN W/ DATA FOR OSP	3	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	20370	AXON VR - USER ACCESS - FULL VR	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	73638	AXON STANDARDS - LICENSE	90	11/01/2026	10/31/2031

Non-Binding Budgetary Estimate

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
OFFICER SAFETY PLAN T10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	90	11/01/2026	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	100801	AXON RECORDS - OSP	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	9	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102212	AXON DEDRONE - DEDRONE TRACKER AI SOFTWARE C2 ONLINE	1	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102271	AUROR - RETAIL CRIME HUB	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102610	AXON COMMUNITY LINK	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102642	AXON FUSUS - CCTV AI STREAMS	150	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	20370	AXON VR - USER ACCESS - FULL VR	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	73447	AXON BODY - LICENSE - FUSUS LIVESTREAM	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	73638	AXON STANDARDS - LICENSE	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	73739	AXON PERFORMANCE - LICENSE	95	11/01/2026	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	73746	AXON EVIDENCE - ECOM LICENSE - PRO	95	11/01/2026	10/31/2031
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	185	11/01/2026	10/31/2031
A la Carte	102011	AXON AI ASSISTANT	185	11/01/2026	10/31/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	185	11/01/2026	10/31/2031

Services

Bundle	Item	Description	QTY
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	13
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	20
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	20
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	13
Fleet 3 Basic + TAP	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	4
Fleet 3 Basic + TAP	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	4
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	1
Interview Room 2 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	4
OFFICER SAFETY PLAN T10 PREMIUM	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
OFFICER SAFETY PLAN T10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	90
OFFICER SAFETY PLAN T10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
OFFICER SAFETY PLAN T10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	90
OFFICER SAFETY PLAN T10 PREMIUM	102136	AXON OUTPOST - STANDARD INSTALLATION	9
OFFICER SAFETY PLAN T10 PREMIUM	102143	AXON OUTPOST - UPGRADE INSTALLATION	9
OFFICER SAFETY PLAN T10 PREMIUM	102201	AXON DEDRONE - DEPLOYMENT SERVICES	3
OFFICER SAFETY PLAN T10 PREMIUM	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1
OFFICER SAFETY PLAN T10 PREMIUM	102696	AXON AIR - SKYDIO X10 DFR DOCK SERVICES - PREM SOL FOR OSP	3
OFFICER SAFETY PLAN T10 PREMIUM	102698	AXON AIR - SKYDIO X10 DOCK COMMISSIONING & TRAINING FOR OSP	1
OFFICER SAFETY PLAN T10 PREMIUM	102714	AXON AIR - SKYDIO X10 DFR PATROL SRVCS - PREM SOL FOR OSP	3
OFFICER SAFETY PLAN T10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	90
OFFICER SAFETY PLAN T10 PREMIUM	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1

Non-Binding Budgetary Estimate

Services

Bundle	Item	Description	QTY
OFFICER SAFETY PLAN T10 PREMIUM	12021	AXON AIR - PROFESSIONAL IMPLEMENTATION	1
OFFICER SAFETY PLAN T10 PREMIUM	80190	AXON EVIDENCE - CHANNEL SERVICES	1
UNLIMITED PREMIUM WITH VR PLAN	100610	AXON SIGNAL - INSTALLATION SERVICE - VIRTUAL	1
UNLIMITED PREMIUM WITH VR PLAN	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
UNLIMITED PREMIUM WITH VR PLAN	102136	AXON OUTPOST - STANDARD INSTALLATION	9
UNLIMITED PREMIUM WITH VR PLAN	102143	AXON OUTPOST - UPGRADE INSTALLATION	9
UNLIMITED PREMIUM WITH VR PLAN	102529	AXON FUSUS - PSO - IMPLEMENTATION - ALL	1
UNLIMITED PREMIUM WITH VR PLAN	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	95
UNLIMITED PREMIUM WITH VR PLAN	80190	AXON EVIDENCE - CHANNEL SERVICES	1
A la Carte	102526	PSO 1-Day Onsite	1
A la Carte	102596	TASER CEW + VR FACILITATOR & IMPLEMENTATION (3D/10STD)	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	1		
Interview Room 2 Camera Standard	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	4		
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	30	10/01/2027	10/31/2031
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	1	10/01/2027	10/31/2031
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	13	10/01/2027	10/31/2031
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	20	10/01/2027	10/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	20	10/01/2027	10/31/2031
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	13	10/01/2027	10/31/2031
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	4	10/01/2027	10/31/2031
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	4	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	100197	AXON VR - EXT WARRANTY - HEADSET	4	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	4	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	90	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	4	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	90	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	9	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102137	AXON OUTPOST - MAINTENANCE	9	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102228	AXON DEDRONE - DEDRONE BEYOND LONG RANGE EXT WARRANTY	3	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT EXTENSION	9	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	90	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	9	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	93	10/01/2027	10/31/2031
OFFICER SAFETY PLAN T10 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	100197	AXON VR - EXT WARRANTY - HEADSET	4	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	100213	AXON VR - EXT WARRANTY - TABLET	4	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	101007	AXON VR - EXT WARRANTY - TASER CONTROLLER	4	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	101686	AXON SIGNAL - EXT WARRANTY - SIGNAL SENSOR	95	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	9	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102137	AXON OUTPOST - MAINTENANCE	9	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	102703	AXON OUTPOST - WARRANTY - VANDALISM/ACCIDENT	9	10/01/2027	10/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		EXTENSION			
UNLIMITED PREMIUM WITH VR PLAN	80464	AXON BODY - TAP WARRANTY - CAMERA	98	10/01/2027	10/31/2031
UNLIMITED PREMIUM WITH VR PLAN	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	12	10/01/2027	10/31/2031
A la Carte	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	10/01/2027	10/31/2031

Non-Binding Budgetary Estimate

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	28 Officer James Roche Dr.	Nashua	NH	03062	USA
1	28 Officer James Roche Dr.	Nashua	NH	03062	USA

Payment Details

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	185	\$120,757.43	\$0.00	\$120,757.43
Annual Payment 1	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	\$1,696.65	\$0.00	\$1,696.65
Annual Payment 1	102011	AXON AI ASSISTANT	185	\$55,738.15	\$0.00	\$55,738.15
Annual Payment 1	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	\$99.97	\$0.00	\$99.97
Annual Payment 1	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	\$1,367.61	\$0.00	\$1,367.61
Annual Payment 1	102526	PSO 1-Day Onsite	1	\$1,234.15	\$0.00	\$1,234.15
Annual Payment 1	102596	TASER CEW + VR FACILITATOR & IMPLEMENTATION (3D/10STD)	1	\$2,468.30	\$0.00	\$2,468.30
Annual Payment 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	185	\$46,439.90	\$0.00	\$46,439.90
Annual Payment 1	B00099	UNLIMITED PREMIUM WITH VR PLAN	95	\$231,843.11	\$0.00	\$231,843.11
Annual Payment 1	Fleet3A	Fleet 3 Advanced	13	\$27,740.84	\$0.00	\$27,740.84
Annual Payment 1	Fleet3A	Fleet 3 Advanced	20	\$43,226.17	\$0.00	\$43,226.17
Annual Payment 1	Fleet3B+TAP	Fleet 3 Basic + TAP	4	\$7,780.70	\$0.00	\$7,780.70
Annual Payment 1	H00002	AB4 Multi Bay Dock Bundle	24	\$6,007.27	\$0.00	\$6,007.27
Annual Payment 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	30	\$1,369.95	\$0.00	\$1,369.95
Annual Payment 1	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	185	\$2,825.44	\$0.00	\$2,825.44
Annual Payment 1	IR2CA	Interview Room 2 Camera Standard	1	\$4,748.84	\$0.00	\$4,748.84
Annual Payment 1	IR2CA	Interview Room 2 Camera Standard	4	\$16,935.40	\$0.00	\$16,935.40
Annual Payment 1	M00051	OFFICER SAFETY PLAN T10 PREMIUM	90	\$301,412.19	\$0.00	\$301,412.19
Annual Payment 1	T00001	AB4 FLEX POV TAP BUNDLE	30	\$1,871.19	\$0.00	\$1,871.19
Transfer Value	100552	TRANSFER BALANCE - GOODS	1	\$22,307.74	\$0.00	\$22,307.74
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	\$2,129.00	\$0.00	\$2,129.00
Total				\$900,000.00	\$0.00	\$900,000.00

Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	B00099	UNLIMITED PREMIUM WITH VR PLAN	95	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	Fleet3B+TAP	Fleet 3 Basic + TAP	4	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	M00051	OFFICER SAFETY PLAN T10 PREMIUM	90	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	T00001	AB4 FLEX POV TAP BUNDLE	30	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	185	\$165,503.71	\$0.00	\$165,503.71
Annual Payment 2	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	\$2,325.34	\$0.00	\$2,325.34
Annual Payment 2	102011	AXON AI ASSISTANT	185	\$76,391.71	\$0.00	\$76,391.71
Annual Payment 2	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	\$137.01	\$0.00	\$137.01
Annual Payment 2	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	\$1,874.37	\$0.00	\$1,874.37
Annual Payment 2	102526	PSO 1-Day Onsite	1	\$1,691.46	\$0.00	\$1,691.46

Non-Binding Budgetary Estimate

Oct 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	102596	TASER CEW + VR FACILITATOR & IMPLEMENTATION (3D/10STD)	1	\$3,382.92	\$0.00	\$3,382.92
Annual Payment 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	185	\$63,648.03	\$0.00	\$63,648.03
Annual Payment 2	B00099	UNLIMITED PREMIUM WITH VR PLAN	95	\$317,751.64	\$0.00	\$317,751.64
Annual Payment 2	Fleet3A	Fleet 3 Advanced	13	\$38,020.10	\$0.00	\$38,020.10
Annual Payment 2	Fleet3A	Fleet 3 Advanced	20	\$59,243.46	\$0.00	\$59,243.46
Annual Payment 2	Fleet3B+TAP	Fleet 3 Basic + TAP	4	\$10,663.83	\$0.00	\$10,663.83
Annual Payment 2	H00002	AB4 Multi Bay Dock Bundle	24	\$8,233.24	\$0.00	\$8,233.24
Annual Payment 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	30	\$1,877.59	\$0.00	\$1,877.59
Annual Payment 2	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	185	\$3,872.39	\$0.00	\$3,872.39
Annual Payment 2	IR2CA	Interview Room 2 Camera Standard	1	\$6,508.53	\$0.00	\$6,508.53
Annual Payment 2	IR2CA	Interview Room 2 Camera Standard	4	\$23,210.76	\$0.00	\$23,210.76
Annual Payment 2	M00051	OFFICER SAFETY PLAN T10 PREMIUM	90	\$413,099.32	\$0.00	\$413,099.32
Annual Payment 2	T00001	AB4 FLEX POV TAP BUNDLE	30	\$2,564.55	\$0.00	\$2,564.55
Total				\$1,199,999.96	\$0.00	\$1,199,999.96

Oct 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	185	\$165,503.71	\$0.00	\$165,503.71
Annual Payment 3	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	\$2,325.34	\$0.00	\$2,325.34
Annual Payment 3	102011	AXON AI ASSISTANT	185	\$76,391.71	\$0.00	\$76,391.71
Annual Payment 3	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	\$137.01	\$0.00	\$137.01
Annual Payment 3	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	\$1,874.37	\$0.00	\$1,874.37
Annual Payment 3	102526	PSO 1-Day Onsite	1	\$1,691.46	\$0.00	\$1,691.46
Annual Payment 3	102596	TASER CEW + VR FACILITATOR & IMPLEMENTATION (3D/10STD)	1	\$3,382.92	\$0.00	\$3,382.92
Annual Payment 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	185	\$63,648.03	\$0.00	\$63,648.03
Annual Payment 3	B00099	UNLIMITED PREMIUM WITH VR PLAN	95	\$317,751.64	\$0.00	\$317,751.64
Annual Payment 3	Fleet3A	Fleet 3 Advanced	13	\$38,020.10	\$0.00	\$38,020.10
Annual Payment 3	Fleet3A	Fleet 3 Advanced	20	\$59,243.46	\$0.00	\$59,243.46
Annual Payment 3	Fleet3B+TAP	Fleet 3 Basic + TAP	4	\$10,663.83	\$0.00	\$10,663.83
Annual Payment 3	H00002	AB4 Multi Bay Dock Bundle	24	\$8,233.24	\$0.00	\$8,233.24
Annual Payment 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	30	\$1,877.59	\$0.00	\$1,877.59
Annual Payment 3	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	185	\$3,872.39	\$0.00	\$3,872.39
Annual Payment 3	IR2CA	Interview Room 2 Camera Standard	1	\$6,508.53	\$0.00	\$6,508.53
Annual Payment 3	IR2CA	Interview Room 2 Camera Standard	4	\$23,210.76	\$0.00	\$23,210.76
Annual Payment 3	M00051	OFFICER SAFETY PLAN T10 PREMIUM	90	\$413,099.32	\$0.00	\$413,099.32
Annual Payment 3	T00001	AB4 FLEX POV TAP BUNDLE	30	\$2,564.55	\$0.00	\$2,564.55
Total				\$1,199,999.96	\$0.00	\$1,199,999.96

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	185	\$165,503.71	\$0.00	\$165,503.71
Annual Payment 4	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	\$2,325.34	\$0.00	\$2,325.34
Annual Payment 4	102011	AXON AI ASSISTANT	185	\$76,391.71	\$0.00	\$76,391.71
Annual Payment 4	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	\$137.01	\$0.00	\$137.01
Annual Payment 4	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	\$1,874.37	\$0.00	\$1,874.37
Annual Payment 4	102526	PSO 1-Day Onsite	1	\$1,691.46	\$0.00	\$1,691.46
Annual Payment 4	102596	TASER CEW + VR FACILITATOR & IMPLEMENTATION (3D/10STD)	1	\$3,382.92	\$0.00	\$3,382.92
Annual Payment 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	185	\$63,648.03	\$0.00	\$63,648.03
Annual Payment 4	B00099	UNLIMITED PREMIUM WITH VR PLAN	95	\$317,751.64	\$0.00	\$317,751.64
Annual Payment 4	Fleet3A	Fleet 3 Advanced	20	\$59,243.46	\$0.00	\$59,243.46
Annual Payment 4	Fleet3A	Fleet 3 Advanced	13	\$38,020.10	\$0.00	\$38,020.10

Non-Binding Budgetary Estimate

Oct 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	Fleet3B+TAP	Fleet 3 Basic + TAP	4	\$10,663.83	\$0.00	\$10,663.83
Annual Payment 4	H00002	AB4 Multi Bay Dock Bundle	24	\$8,233.24	\$0.00	\$8,233.24
Annual Payment 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	30	\$1,877.59	\$0.00	\$1,877.59
Annual Payment 4	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	185	\$3,872.39	\$0.00	\$3,872.39
Annual Payment 4	IR2CA	Interview Room 2 Camera Standard	1	\$6,508.53	\$0.00	\$6,508.53
Annual Payment 4	IR2CA	Interview Room 2 Camera Standard	4	\$23,210.76	\$0.00	\$23,210.76
Annual Payment 4	M00051	OFFICER SAFETY PLAN T10 PREMIUM	90	\$413,099.32	\$0.00	\$413,099.32
Annual Payment 4	T00001	AB4 FLEX POV TAP BUNDLE	30	\$2,564.55	\$0.00	\$2,564.55
Total				\$1,199,999.96	\$0.00	\$1,199,999.96

Oct 2030						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	185	\$165,503.71	\$0.00	\$165,503.71
Annual Payment 5	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	\$2,325.34	\$0.00	\$2,325.34
Annual Payment 5	102011	AXON AI ASSISTANT	185	\$76,391.71	\$0.00	\$76,391.71
Annual Payment 5	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	\$137.01	\$0.00	\$137.01
Annual Payment 5	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	\$1,874.37	\$0.00	\$1,874.37
Annual Payment 5	102526	PSO 1-Day Onsite	1	\$1,691.46	\$0.00	\$1,691.46
Annual Payment 5	102596	TASER CEW + VR FACILITATOR & IMPLEMENTATION (3D/10STD)	1	\$3,382.92	\$0.00	\$3,382.92
Annual Payment 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	185	\$63,648.03	\$0.00	\$63,648.03
Annual Payment 5	B00099	UNLIMITED PREMIUM WITH VR PLAN	95	\$317,751.64	\$0.00	\$317,751.64
Annual Payment 5	Fleet3A	Fleet 3 Advanced	20	\$59,243.46	\$0.00	\$59,243.46
Annual Payment 5	Fleet3A	Fleet 3 Advanced	13	\$38,020.10	\$0.00	\$38,020.10
Annual Payment 5	Fleet3B+TAP	Fleet 3 Basic + TAP	4	\$10,663.83	\$0.00	\$10,663.83
Annual Payment 5	H00002	AB4 Multi Bay Dock Bundle	24	\$8,233.24	\$0.00	\$8,233.24
Annual Payment 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	30	\$1,877.59	\$0.00	\$1,877.59
Annual Payment 5	HWCNAB4	AB4 CONNECTED HARDWARE BUNDLE	185	\$3,872.39	\$0.00	\$3,872.39
Annual Payment 5	IR2CA	Interview Room 2 Camera Standard	1	\$6,508.53	\$0.00	\$6,508.53
Annual Payment 5	IR2CA	Interview Room 2 Camera Standard	4	\$23,210.75	\$0.00	\$23,210.75
Annual Payment 5	M00051	OFFICER SAFETY PLAN T10 PREMIUM	90	\$413,099.32	\$0.00	\$413,099.32
Annual Payment 5	T00001	AB4 FLEX POV TAP BUNDLE	30	\$2,564.55	\$0.00	\$2,564.55
Total				\$1,199,999.95	\$0.00	\$1,199,999.95

Non-Binding Budgetary Estimate

This Rough Order of Magnitude estimate is being provided for budgetary and planning purposes only. It is non-binding and is not considered a contractable offer for sale of Axon goods or services.

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

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-474269, Q-698255,

Agency is terminating those contracts effective 11/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of \$24,436.74

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

Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

Non-Binding Budgetary Estimate

Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.



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

1. **Definitions.**

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

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

- 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

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

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

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

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

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("**Third-Party Products**") are not covered by Axon's

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

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

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may avoid the MSRP fee by returning Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.



Master Services and Purchasing Agreement

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

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

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
 3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use
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of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.**
 - 8.1. **Unlimited Axon Device Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device.
 - 8.2. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
 - 8.3. **A-la-Carte Storage.** If Customer purchases a-la-carte storage and Customer exceeds the purchased storage amounts, Axon may charge Customer additional fees for exceeding purchased storage amounts.
 - 8.4. **Retention Policy.** Customer must categorize and set a retention period for all Customer Content in accordance with applicable law and Customer policies within 30 days of upload. The retention policy can be from thirty (30) days to ninety-nine (99) years. Only 10% of Customer Content may be set at 20 years or more.
 - 8.5. **Restrictions.** Customer may not save live-streamed video, continuous video feeds, including from CCTV systems, fixed surveillance cameras, third-party camera systems, or any other camera (including an Axon Device) or monitoring system, even if such content is ingested, integrated, or accessed through Axon Evidence ("Streaming Video") under the Axon Unlimited Storage Subscription. Customer may save clips of the Streaming Video under the Unlimited Storage Plan.
 - 8.6. **Archival Storage.** Axon may place Customer Content in to archived storage if: (i) Customer Content has not viewed or accessed for six (6) months, or (ii) Customer Content has not been categorized within thirty (30) days of upload. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

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- 8.7. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.
12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
- 12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.
- 12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.
- 12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.
- 13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").
- 13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.
- 13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.
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13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value of the allowance. Axon does not provide refunds for unused portions of the allowance.

15. Carbyne Products and Services

15.1. **Privacy Policy.** Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

16. Prepared Products and Services.

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

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17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
 18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
 19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
 - 19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
 20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
 21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
 22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
 23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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AI Technology Appendix

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

1. Definitions.

1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

4.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

4.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

5. Axon Responsibilities.

5.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

5.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

5.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

5.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

5.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

6. Customer Responsibilities.

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- 6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.
7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:
- 7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.
8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.
10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:
- 10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:
- 11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require
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additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

- 11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.
- 11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

Axon Customer Experience Improvement Program Appendix

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

Axon Obligations

ACEIP Basic

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

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

Transparency Portal Publication

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

Opt Out

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

ACEIP Custom

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

Professional Services Appendix

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

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

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.

Axon instructor training (Train the Trainer)

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

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide.

Post go-live review

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

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

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

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full-Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers. • Discuss the importance of entering metadata and best practices for digital data management. • Provide referrals to other customers using TASER CEWs and Axon Evidence. • For the CEW Full-Service Package: On-site assistance included. • For the CEW Starter Package: Virtual assistance included.
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence.
Axon Evidence Instructor Training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full-Service Package: Training for up to 3 individuals at Customer's facility • For the CEW Starter Package: Training for up to 1 individual virtually
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full-Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

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

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

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

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

10. Signal Sidearm Installation Service.

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

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

System set up and configuration

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

Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

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

Additional Trainings. If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer



must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

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

Technology Assurance Plan Appendix

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

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

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.
 - 3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.
 - 3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-

in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

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

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

Axon Auto-Tagging Appendix

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

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

Axon ALPR Appendix

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

1. Customer Responsibilities.

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

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

3. Axon Fleet Specific Terms.

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

12. Axon Outpost Specific Terms.

- 3.4. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
13. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.
14. **Vandalism or Motor Vehicle Accident Warranty.** If Customer purchases the Vandalism and Accident warranty, Axon will provide up to two (2) replacements per warranty purchased if your Outpost is damaged due to vandalism or a motor vehicle accident. Axon will make a commercially reasonable effort to provide new installation free of

charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

15. Axon Lightpost Specific Terms.

- 3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

16. Wireless Offload Server

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
17. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

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

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

Axon Virtual Reality Content Terms of Use Appendix

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

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

Axon Evidence Local Software Appendix

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

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

Axon Application Programming Interface Appendix

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

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

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

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

Axon Channel Services Appendix

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

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).
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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining **Customer's Axon Evidence account**

Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**

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

Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

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

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

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of **Axon equipment**

Creating and monitoring RMAs **on-site**

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating bi-**annual voice of customer meetings with Axon's Device Management team**

Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services.**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Account Maintenance

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

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

Conducting weekly conference calls to cover **current issues and program status**

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

Direct Support

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

Creating and monitoring RMAs remotely

Data Analysis

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

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

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

Customer Advocacy

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

Recording and tracking Customer feature requests and major bugs

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

Axon Investigate Appendix

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

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

My90 Terms of Use Appendix

1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
 2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

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

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

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

Schedule 1- Details of the Processing

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

Axon Event Offer Appendix

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

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

Axon Training Pod Appendix

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

Dedrone Product Appendix

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

1. Definitions.

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

2. Customer License.

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

3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

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

4. **Data Protection.**

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

- 5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.
6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

August 12, 2026
Memo #27-133

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of operational equipment and supplies in the amount not to exceed \$47,815
funded from General Fund/ 61- Supplies & Materials and 71 - Equipment

Please see attached communications from Karen Smith, Business Manager, dated August 12, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of weapons, parts and initial issue supplies for the Nashua Police Department Firearms Training Unit
Value: \$47,815
Department: 150 Police Department
Vendor: Atlantic Tactical
Fund: General Fund/ 71- Equipment \$19,700
General Fund/ 61- Supplies & Materials \$28,115

Ordinance: Pursuant to § 5-84 Special purchase procedures A/(3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions

Nashua Police Department, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings



Intradepartmental Communication

To: Amy Girard, Purchasing Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department Atlantic Tactical

The Nashua Police Department (NPD) is requesting to purchase operational equipment/supplies for the NPD Firearms Training Unit (FTU) in regards to weapons, parts and initial issue supplies from Atlantic Tactical. Pricing is under NH State Contract numbers 8003374 & 24-QUO-006238.

The Nashua Police Department recommends the purchase from Atlantic Tactical for a total amount of \$19,700 account 50.1.635 71407 and \$28,115 from account 50.1.635 61121. Atlantic Tactical quotes are included for your review. A technical subject matter expert from FTU will be in attendance if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Karen A. Smith", written over a horizontal line.

Karen A. Smith
Business Manager



Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Quote

Quote Number: QTE75-000011189-2
Quote Date: 6/3/2026

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Ship To:
Nashua PD (NH)
0 Panther Dr
NASHUA, NH 03062
USA

Customer PO		Moriarty						
Reference		Q-NPDNH-05262026-Duty Gear						
Customer ID	Payment Terms	Shipping Method	Sales Rep			Sales Taker		
3220637	NET30EMAIL	SHIP	Justin Manzello			Ebony King		
#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
1.00	1370132	Monadnock 9830E Length Open- 23 58.42cm Length Closed- 11 12 29.21cm Weight- 24 oz. .68kg Diameter- 1 116 2.7cmGrip- Foam Grip Locking Method- Positive Lock Tip Style or Handle Style- Power Safety Tip End Cap- Standard - UPC 792298014059	NH STATE 8003374	8.00	EA_AT	\$ 192.67	\$ 0.00	\$ 1,541.36
2.00	1166258	3800 Front Draw Baton Holders AutoLock 90 Baton Length 23 58.42cm Attachment Type Clip-On	NH STATE 8003374	25.00	EA_AT	\$ 39.41	\$ 0.00	\$ 985.25
3.00	A04BJG3Z0	Cuff Case ASP Black Color: BK Style: ASP	NH STATE 8003374	11.00	EA_AT	\$ 47.56	\$ 0.00	\$ 523.16
4.00	410510PBK	Blackhawk Single Stack Double Mag Case - FINISH Matte Black		4.00	EA_AT	\$ 29.89	\$ 0.00	\$ 119.56
5.00	33-3-2V	SURGICAL GLOVE POUCH - 3 Pair Color: BK PL Style: 3P	NH STATE 8003374	10.00	EA_AT	\$ 22.91	\$ 0.00	\$ 229.10
6.00	38-4-2B	Safariland 38-4-2B Model MACE HOLDERTOP FLAP - UPC 781602050661	NH STATE 8003374	10.00	EA_AT	\$ 32.83	\$ 0.00	\$ 328.30
7.00	875-36-6B	875 Stitched Edge Sam Browne Duty Belt P Color: PB BR Size: 36	NH STATE 8003374	2.00	EA_AT	\$ 65.33	\$ 0.00	\$ 130.66



Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Quote

Quote Number: QTE75-000011189-2
Quote Date: 6/3/2026

Ship To:
Nashua PD (NH)
0 Panther Dr
NASHUA, NH 03062
USA

8.00	875-34-6B	875 Stitched Edge Sam Browne Duty Belt P Color: PB BR Size: 34	NH STATE 8003374	2.00	EA_AT	\$ 65.33	\$ 0.00	\$ 130.66
9.00	875-38-6B	875 Stitched Edge Sam Browne Duty Belt P Color: PB BR Size: 38	NH STATE 8003374	2.00	EA_AT	\$ 65.33	\$ 0.00	\$ 130.66
10.00	77-83-2B	77 Double Magazine Pouch PB BR Glock 17 Color: PB BR Style: 83	NH STATE 8003374	10.00	EA_AT	\$ 38.35	\$ 0.00	\$ 383.50
11.00	65-4-2B	BELT KEEPER 2 SNAP 4 PACK Color: PL B Size: 225	NH STATE 8003374	25.00	EA_AT	\$ 18.20	\$ 0.00	\$ 455.00
12.00	190H-2B	Safariland 190H-2B Model HANDCUFF POUCH TOP FLAP - UPC 781602046282	NH STATE 8003374	19.00	EA_AT	\$ 38.35	\$ 0.00	\$ 728.65
13.00	801C	Peerless 801C Hinged Handcuff- Nickel	NH STATE 8003374	10.00	EA_AT	\$ 46.58	\$ 0.00	\$ 465.80
14.00	350096	Smith and Wesson 350096 M300 NICKEL HINGED HANDCUFF		1.00	EA_AT	\$ 37.99	\$ 0.00	\$ 37.99
15.00	SOFEF001	FOXTROT-EDC, FULL-SIZE, RECHARGEABLE, HANDHELD FLASHLIGHT, WHITE LIGHT, BLACK		8.00	EA_AT	\$ 90.71	\$ 0.00	\$ 725.68
16.00	GRIP-MOD-F-943-SM-BL	Sig Sauer GRIP-MOD-F-943-SM-BLK GRIP MODULE ASSY 250 320 9-40- 357 FULL SIZE SMALL BLK		8.00	EA_AT	\$ 50.20	\$ 0.00	\$ 401.60

Subtotal: \$ 7,316.93



Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Quote

Quote Number: QTE75-000011189-2
Quote Date: 6/3/2026

Ship To:
Nashua PD (NH)
0 Panther Dr
NASHUA, NH 03062
USA

Sales Tax: \$ 0.00

Total Amount: \$ 7,316.93

Quote Expires on 7.3.2026



Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Quote

Quote Number: QTE75-000014257-1
Quote Date: 8/3/2026

Ship To:
Nashua PD (NH)
0 Panther Dr
NASHUA, NH 03062
USA

Customer PO	PAGE							
Reference	Q-NPDNH-07292026-QLS Kits							
Customer ID	Payment Terms	Shipping Method	Sales Rep		Sales Taker			
3220637	NET30EMAIL	SHIP	Justin Manzello		Ebony King			
#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
1.00	QUICK2-KIT1-2	SAFARILAND 1337299 QUICK2-KIT1-2 QLS2 LOCKING FORK AND RECEIVER	NH STATEWIDE 8003374	10.00	EA_AT	\$ 26.00	\$ 0.00	\$ 260.00

Subtotal: \$ 260.00

Sales Tax: \$ 0.00

Total Amount: \$ 260.00

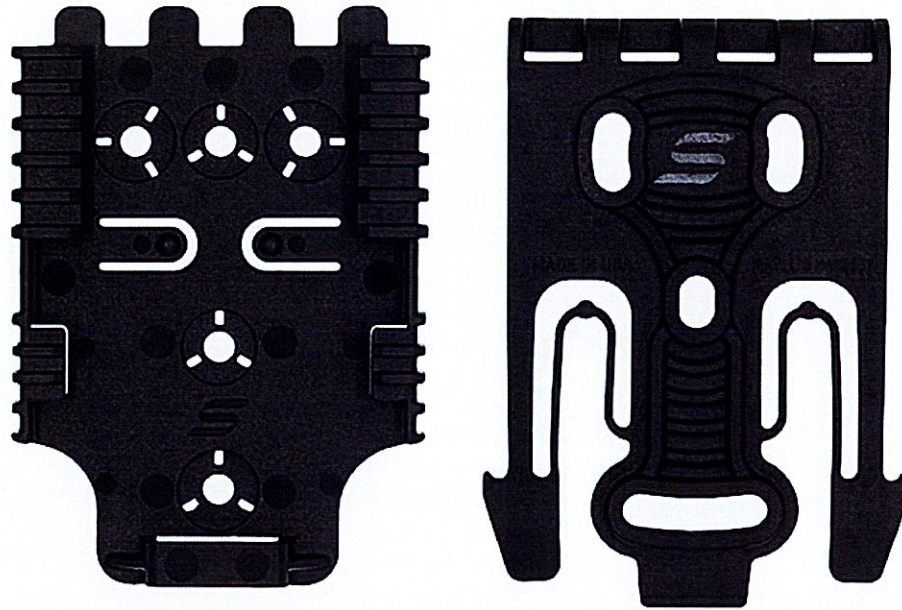
Quote Expires on 9.3.2026



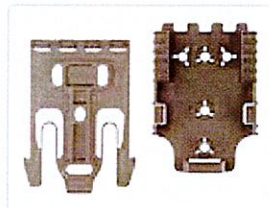
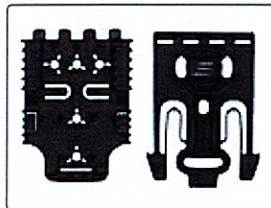
Share

Safariland Quick Lock System Kit with QLS 19 and QLS 22

★★★★★ (4) [Write a Review](#) [Q&A \(2\)](#)



Available Colors



Our Price: **\$40.00**

In Stock

 Ships today from
MidwayUSA

[When will it arrive?](#)

Color:
Black





Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Quote

Quote Number: QTE75-000012147-2
Quote Date: 6/23/2026

Ship To:
Nashua PD (NH)
0 Panther Dr
NASHUA, NH 03062
USA

Customer PO	Moriarty			
Reference	Deftech Quote 2			
Customer ID	Payment Terms	Shipping Method	Sales Rep	Sales Taker
3220637	NET30EMAIL	SHIP	Justin Manzello	Ebony King

#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
1.00	1199781	Defense Technology 142500 40mm Tactical Single Launcher Expandable Orange Barrel And Stock		3.00	EA_AT	\$ 1,399.59	\$ 0.00	\$ 4,198.77
2.00	1195133	Defense Technology 1400-2-M MUNITION HOLDERS Dual Barrel Mount - 2		3.00	EA_AT	\$ 95.46	\$ 0.00	\$ 286.38
3.00	2026086	SHIPPING/HANDLING		1.00	EA_AT	\$ 74.95	\$ 0.00	\$ 74.95
4.00	1012836	Defense Technology 6326 Crushable Foam Direct Impact Round Marking		50.00	EA_AT	\$ 38.42	\$ 0.00	\$ 1,921.00

Subtotal: \$ 6,481.10

Sales Tax: \$ 0.00

Total Amount: \$ 6,481.10



Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Quote

Quote Number: QTE75-000006809-2
Quote Date: 5/28/2026

Ship To:
NASHUA POLICE DEPARTMENT
28 OFFICER JAMES ROCHE DRIVE
NASHUA, NH 03062
USA

Customer PO		TODD MORIARTY						
Reference		M17						
Customer ID		Payment Terms	Shipping Method	Sales Rep		Sales Taker		
3220637		NET30EMAIL	SHIP	Justin Manzello		David Watson		
#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
1.00	69458	TLR-7 HL-X USB Includes high switch mounted on light plus low switch in package, SL-B9 battery pack, USB-C cord, multi-tool, and key kit Black Box	PRICED BELOW NH STATE 8003374	10.00	EA_AT	\$ 187.99	\$ 0.00	\$ 1,879.90
4.00	WM17-9-PRO-BLK -RM17-	M17, 9MM, 4.7, BLACK, STRIKER, SIGLITE, MOD POLY X GRIP, (3) 17RD MAG, ROMEOM17, RAIL		10.00	EA_AT	\$ 1,089.20	\$ 0.00	\$ 10,892.00

Subtotal: \$ 12,771.90

Sales Tax: \$ 0.00

Total Amount: \$ 12,771.90

Quote Valid for 30 Days

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

EXEMPTION CERTIFICATE (USE BY STATE OR LOCAL GOVERNMENTS)
(For use by State and local governments (section 4221(a)(4) of the Internal Revenue Code).)

July 2, 2026 I hereby certify that I am Officer Todd Moriarty
(Month Day Year) *(Title of Officer)*
 of Nashua NH Police Department; that I am authorized to execute this certificate; and that
(State or local government)

Check applicable type of certificate:

- ☐ The article or articles specified in the accompanying order, or on the reverse side hereof, (or)
☒ All orders placed by the purchaser for the period commencing 07/02/2026 and ending 07/02/2027,
(Date) *(Date)*
(period not to exceed 12 calendar quarters)

are, or will be, purchased from Sig Sauer for the
(Name of manufacturer)

exclusive use of Nashua NH Police Department
(Governmental unit)

of City Of Nashua NH
(State or local government)

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use¹. I understand that fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to all applicable criminal penalties under the Internal Revenue Code.

SIGNATURE

PRINTED NAME

ADDRESS

28 Officer James Roche Drive
 Nashua NH, 03062

¹ A sale of an article to a State or local government for resale is not considered to be a sale for the "exclusive use" of the State or local government, within the meaning of section 4221(a)(4) of the code, and, therefore, such sales may not be made tax-free. Such sales may not be made tax-free even if the resales are made to government employees, or the article is an item of equipment the employee is required to possess in carrying out his duties.

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. In some cases, persons who sell firearms or ammunition tax-free use specific exemption certificates to support the tax-free sales. This form contains all required information for a properly executed certificate. This is being provided to promote uniformity among excise taxpayers and eliminate the need for taxpayers to design their own certificates. The information requested is required by Title 27, Code of Federal Regulations, Part 53.

We estimate the average burden associated with this collection of information is 45 minutes per respondent or recordkeeper, depending on your individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Paperwork Reduction Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street NW., Box 12, Washington, DC 20005. **DO NOT SEND COMPLETED FORMS TO THIS ADDRESS.**

TTB may not conduct or sponsor and you are not required to respond to, a collection of information unless it displays a current, valid OMB control number.

NASHUA POLICE DEPARTMENT



Chief of Police Kevin Rourke
Main Phone: (603) 594-3500
Website: www.nashuapd.com

28 Officer James Roche Drive
Mailing Address: PO Box 785
Nashua, NH 03061-0785

Date: 7/2/2026

To: Atlantic Tactical
Attn: Agency Sales - ASR
3319 Anvil Place
Raleigh, NC 27603
(717) 774-3339

Re: Letter of Intent (LOI) for Agency Firearm and Device Purchase
To Whom It May Concern,

I hereby certify that the **Nashua NH Police Department** is purchasing the following weapons and device for law enforcement use. The below weapons and devices will be for departmental use and ownership and will not be made for immediate resale.

Quantity	10
Manufacturer	Sig Sauer
Model Number	M-17, 9mm 4.7 Black Stricker 4.7in barrel
Description	Handgun
Engraving	No

Quantity	10
Manufacturer	Stream Light
Model Number	TLR-7 HL-X-USB
Description	Pistol Mounted Light
Engraving	No

This letter grants Atlantic Tactical permission to ship the weapon(s) or device(s) to the department located at:

Nashua NH Police Department
28 Officer James Rouche Drive
Nashua NH, 03062
Signed,

TITLE/NAME

Date



Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Quote

Quote Number: QTE75-000013098-2
Quote Date: 7/10/2026

Ship To:
Nashua PD (NH)
0 Panther Dr
NASHUA, NH 03062
USA

Customer PO	Moriarty			
Reference	Q-NPDNH-07072026-Def Tec Spray			
Customer ID	Payment Terms	Shipping Method	Sales Rep	Sales Taker
3220637	NET30EMAIL	SHIP	Justin Manzello	Ebony King

#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
1.00	1156867	Defense Technology 43890 MK-9S OC - Boxed - HV Vapor With Wand Adapter 12.7 oz.		6.00	EA_AT	\$ 75.08	\$ 0.00	\$ 450.48
2.00	1013064	Defense Technology 43950W MK-9 Hose And Wand - for the MK9s with Wand Adapters		4.00	EA_AT	\$ 85.46	\$ 0.00	\$ 341.84
3.00	1012556	Defense Technology 3035 MK-3 OC - Tubed - Cone 1.6 oz.		25.00	EA_AT	\$ 18.45	\$ 0.00	\$ 461.25
4.00	2026086	SHIPPING/HANDLING		1.00	EA_AT	\$ 29.95	\$ 0.00	\$ 29.95

Subtotal: \$ 1,283.52

Sales Tax: \$ 0.00

Total Amount: \$ 1,283.52

Quote Expires on 8.10.2026



Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Quote

Quote Number: QTE75-000011014-1
Quote Date: 6/1/2026

Ship To:
Nashua PD (NH)
0 Panther Dr
NASHUA, NH 03062
USA

Customer PO	Moriarty			
Reference	Q-NPDNH-05272026-SIG M400			
Customer ID	Payment Terms	Shipping Method	Sales Rep	Sales Taker
3220637	NET30EMAIL	SHIP	Justin Manzello	Ebony King

#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
1.00	WRM400-556N-11B-PROV	Sig Sauer - WRM400-556N-11B-PROV2-SBR - SIGM400, 5.56 NATO, SBR, 11.5IN, PROV2, BLK, SEMI, FOLD SIGHTS, TELE STOCK, AL MLOK HG, 1 30RD MAG		5.00	EA_AT	\$ 1,439.74	\$ 0.00	\$ 7,198.70
2.00	SLX556C-QD	NFA-Sig Sauer SLX556C-QD SUPPRESSOR SLXC 5.56MM INC QD COMPACT		5.00	EA_AT	\$ 1,116.20	\$ 0.00	\$ 5,581.00
3.00	WSOR81002	Sig Sauer WSOR81002 Romeo8T Red Dot Sight Ballistic Circle Dot 0.5 Moa Adj Side Battery Hex Bolt Mount Shroud Black - UPC 798681593910		5.00	EA_AT	\$ 633.77	\$ 0.00	\$ 3,168.85

Subtotal: \$ 15,948.55

Sales Tax: \$ 0.00

Total Amount: \$ 15,948.55

Price Expires on 7.1.2026



Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603

TEL: 800-781-2677

Sold To:
Nashua Police
PO Box 785
NASHUA, NH 03062
USA

Quote

Quote Number: QTE75-000012169-2

Quote Date: 6/22/2026

Ship To:
Nashua PD (NH)
0 Panther Dr
NASHUA, NH 03062
USA

Customer PO		JEFF PAGE						
Reference		Q-NPDNH-06192026-Def Tec Primers						
Customer ID	Payment Terms	Shipping Method	Sales Rep			Sales Taker		
3220637	NET30EMAIL	SHIP	Justin Manzello			Carole Goranson		

#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
2.00	2026086	SHIPPING/HANDLING		1.00	EA_AT	\$ 18.95	\$ 0.00	\$ 18.95
1.00	65007	Def-Tec Steel Inserts Primer Charges for reusable 40mm training rounds		200.00	EA_AT	\$ 4.56	\$ 0.00	\$ 912.00

Subtotal: \$ 930.95

Sales Tax: \$ 0.00

Total Amount: \$ 930.95