

# MEMORANDUM

Agenda Item No. 8(P)(1)

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**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** December 16, 2025

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing a non-competitive designated purchase pursuant to section 2-8.1(b)(3) of the Code by a two-thirds vote of the Board members present and award Contract No. SS-10617, Conducted Energy Weapons, to Axon Enterprise, Inc. in the amount of \$4,400,000.00 for a five-year term for Miami-Dade Corrections and Rehabilitation Department; and authorizing the County Mayor to exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the Code and Implementing Order 3-38

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The accompanying resolution was prepared by the Strategic Procurement Department and placed on the agenda at the request of Prime Sponsor Senator René García.



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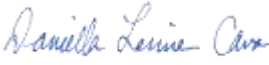
Geri Bonzon-Keenan  
County Attorney

GBK/ks

MDC001

**Date:** December 16, 2025

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**From:** Daniella Levine Cava   
Mayor

**Subject:** Recommendation for Approval to Award a Non-Competitive Designated Purchase for  
Conducted Energy Weapons

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### **Executive Summary**

This item is for the purchase of Conducted Energy Weapons (CEWs) for the Miami-Dade Corrections and Rehabilitation Department (MDCR). The contract will allow MDCR to replace and modernize its existing Taser X2 units with the upgraded Taser 10 model. The currently deployed Taser X2, introduced in 2011, represented a significant advancement in CEW technology at the time; however, the model has since become technologically outdated and no longer available from Axon Enterprises, Inc. (Axon). Substantial limitations now exist due to aging components, lack of manufacturer support, and reduced reliability in high-risk operational conditions. As a result, the Taser X2 is now considered obsolete and is being phased out in favor of devices that align with current operational, safety, and technology standards.

CEWs are critical tools utilized by MDCR during use-of-force incidents to assist in de-escalation and help ensure the safety of both officers and individuals in custody. The upgraded Taser 10 provides enhanced performance, improved accuracy, expanded data-capture capabilities, and more robust support features that are essential for a correctional environment. Axon is the sole proprietary manufacturer of CEWs currently used by public safety agencies nationwide and is the only vendor capable of providing the required devices, accessories, lifecycle support, warranty coverage, and technical training. Axon's CEWs are uniquely designed to integrate with the body-worn cameras deployed to MDCR's correctional officers, enabling automatic activation and synchronized data capture during deployment. No other vendor offers a CEW solution that is compatible with MDCR's existing body-worn camera infrastructure or can provide the comprehensive lifecycle support, system interoperability, and technical capabilities required by the department.

### **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve this request for a non-competitive designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code (Code), by a two-thirds vote of the Board members present, and award *Contract No. SS-10617, Conducted Energy Weapons*, to Axon Enterprise, Inc. (Axon) for MDCR in the amount of \$4,400,000 for a five-year term. This contract will replace 092722-AXN which was accessed under delegated authority and will allow MDCR to retire its obsolete CEW units to ensure the department maintains a modern, reliable, and compliant less-lethal capability aligned with current safety standards.

### **Background**

MDCR utilizes CEWs to ensure the safety and security of correctional officers, individuals in custody, and the overall correctional environment. The Taser 10, which MDCR now seeks to acquire, will replace the obsolete Taser X2 and provide a modern, less-lethal option for addressing volatile situations. The enhanced precision, reliability, and data-capture capabilities of the Taser 10 are expected to significantly reduce injuries to inmates and sworn staff and decrease incidents of inmate-on-inmate and inmate-on-staff violence.

A critical feature of Axon CEWs is their seamless integration with MDCR's existing body-worn camera (BWC) system. This integration supports automatic camera activation and synchronized recording during CEW deployment, which is essential for transparency, accountability, and safety. The Taser 10

upgrade ensures MDCR maintains compliance with these standards while modernizing its use-of-force technology. This compatibility is exclusive to Axon products and represents a key operational requirement that cannot be replicated by third-party CEW manufacturers.

The contract provides a subscription-based procurement model, including all hardware, software, training, services, and replenishment items necessary for program continuity. The contract also establishes a trade-in program through which MDCR will receive credit for returning older Taser models. Axon will manage the compliant disposal of these obsolete devices at no cost to the County, eliminating potential environmental risks and avoiding expenses associated with hazardous electronic waste.

In accordance with local, state, and federal electronic-waste regulations, CEWs must be disposed of properly due to their batteries and internal electronic components, which cannot be included in conventional waste streams. Used or damaged cartridges are likewise classified as electronic waste due to wiring and propellant materials. MDCR will ship all decommissioned CEW units to Axon for certified, compliant disposal.

Beyond the devices themselves, the contract includes all necessary accessories, components, training courses, web-based tools, and secure data-storage services required to meet digital-evidence retention and compliance obligations. Collectively, these items provide MDCR with a comprehensive, end-to-end solution designed to strengthen operational readiness, streamline equipment lifecycle management, and enhance overall public safety.

Under the new Taser 10 Pro Certification Bundle, MDCR will acquire 700 new devices with enhanced certification features at a rate of \$109.00 per unit per month over a five-year term. For the first year, Axon will provide the County with a cost reduction of \$210,000 on the taser hardware.

This new contract provides critical operational capabilities that the current maintenance-only contract cannot support, while also generating cost savings. Competition is not feasible because Axon is the sole manufacturer and single distributor of CEWs used by law enforcement and correctional agencies nationwide. Accordingly, it is in the County’s best interest to award this designated purchase pursuant to Section 2-8.1(b)(3) of the Miami-Dade County Code to purchase conducted energy weapons.

**Scope**

The scope of this item is countywide in nature.

**Fiscal Impact/Funding Source**

The current contract is valued at \$110,000 for a two-year and two-month term and expires on November 21, 2026 and is used for maintenance services only. The allocation requested under the new agreement is based on the total cost of implementing the ECW Taser 10 Program. In 2021, MDCR utilized the prior *Contract No. SS1001*, awarded in the amount of \$8.2 million for five years and six months, to procure 250 X2 units, while the former Miami-Dade Police Department supplemented the department’s inventory by donating an additional 400 X2 units.

Department	Allocation	Funding Source	Budgeted*	Contract Manager
MDCR	\$4,400,000	General Fund	FY 2025-2026 Proposed Budget, Volume II, page 52, Contractual Services, Account Number: 5224300000, Other Outside Contractual Services	Alessandra Linares
<b>Total</b>	<b>\$4,400,000</b>			

\*The Adopted Budget Book was not finalized at the time this item was drafted. Therefore, the budget information above is based on the Proposed Budget Book.

**Track Record/Monitor**

Christopher Grant-Henriques of the Strategic Procurement Department (SPD) is the Division Director.

**Delegated Authority**

If this item is approved, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the contract, including any cancellation or extensions, pursuant to Section 2-8.1 of the Code and Implementing Order 3-38.

**Vendor Recommended for Award**

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
Axon Enterprise, Inc.	17800 North 85 Street Scottsdale, AZ	None	0	Patrick Smith
			0%	

\*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor’s employees who reside in Miami-Dade County as compared to the vendor’s total workforce.

**Due Diligence**

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD’s Procurement Guidelines to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to considering a non-competitive acquisition. There are no comparable competitive contracts that could be accessed as this is a proprietary system that is not available through a reseller network. The recommended vendor is the single factory-authorized representative for MDCR’s existing infrastructure.

**Applicability of Ordinances and Contract Measures**

- The two percent User Access Program provision applies.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.

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James Reyes  
 Chief of Public Safety

# Memorandum



**Date:** December 8, 2025  
**To:** Honorable Chairman Anthony Rodriguez  
Board of County Commissioners  
**From:** Namita Uppal, C.P.M.  
Director and Chief Procurement Officer  
Strategic Procurement Department  
**Subject:** Request to Process Late Departmental Agenda Item

*Namita Uppal*

Digitally signed by Namita Uppal  
DN: cn=Namita Uppal, o=Miami Dade County, ou=Chief Procurement Officer, email=uppaln@miamidade.gov, c=US  
Date: 2025.12.04 14:00:53 -05'00'

I am requesting that the below item be processed for agenda placement on the December Committee Cycle:

RESOLUTION AUTHORIZING A NON-COMPETITIVE DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND AWARD CONTRACT NO. SS-10617, CONDUCTED ENERGY WEAPONS, TO AXON ENTERPRISE, INC. IN THE AMOUNT OF \$4,400,000.00 FOR A FIVE-YEAR TERM FOR MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, this item is time sensitive and operationally critical for Miami-Dade Corrections Department (MDCR) to realize immediate cost savings for the purchase and maintenance of Conducted Energy Weapons (CEWs), also referred to as tasers. MDCR will use this contract to upgrade and maintain their CEW inventory for use during their use-of-force incidents and to help ensure the safety of their officers and inmates. Axon Enterprises, Inc., the proprietary vendor, is also offering the County an additional \$210,000 in cost reductions for the taser hardware. By establishing this contract prior to the year's end, the County will be able to secure long-term fixed pricing at current rates.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairperson, and review by the Office of the County Attorney.

Approved by Mayor or Mayor's Designee

James Reyes  
Print Name

Approved by Legislative Director or Designee

Demetria Henderson  
Print Name

c: Geri Bonzon-Keenan, County Attorney  
Tricia-Gaye Cotterell, Assistant County Attorney  
[CAOagenda@miamidade.gov](mailto:CAOagenda@miamidade.gov)



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** December 16, 2025

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(P)(1)

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s present , 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) \_\_\_\_, CDMP 9 vote requirement per 2-116.1(4)(c) (2) \_\_\_\_) to approve**
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(P)(1)  
12-16-25

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING A NON-COMPETITIVE DESIGNATED PURCHASE PURSUANT TO SECTION 2-8.1(B)(3) OF THE CODE OF MIAMI-DADE COUNTY BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT AND AWARD CONTRACT NO. SS-10617, CONDUCTED ENERGY WEAPONS, TO AXON ENTERPRISE, INC. IN THE AMOUNT OF \$4,400,000.00 FOR A FIVE-YEAR TERM FOR MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** This Board approves award of Contract No. SS-10617, Conducted Energy Weapons, in the amount of \$4,400,000.00 to Axon Enterprise, Inc.

**Section 2.** This Board finds that it is in the best interest of the County and approves a non-competitive designated purchase pursuant to section 2-8.1(b)(3) of the Code of Miami-Dade County, by a two-thirds vote of the Board members present, in the award of Contract No. SS-10617 to Axon, Inc.

**Section 3.** This Board approves award of Contract No. SS-10617, Conducted Energy Weapons, in the amount of \$4,400,000.00, for a five-year term, in substantially the form attached hereto and made a part hereof, for the Miami-Dade Corrections and Rehabilitation Department.

**Section 4.** This Board authorizes the County Mayor or County Mayor’s designee to execute the agreement and exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ , who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 16<sup>th</sup> day of December, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

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

Approved by County Attorney as  
to form and legal sufficiency.

TLC

Tricia-Gaye Cotterell

Conducted Energy Devices  
SS-10617

THIS AGREEMENT for the provision of conducted energy devices (tasers), associated accessories, and related services, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between Axon Enterprise, Inc. a corporation organized and existing under the laws of the State of Delaware, having its principal office at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona 85255 (the "Contractor" or ("Axon")), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County" or ("Customer")) (collectively, the "Parties").

WITNESSETH:

WHEREAS, the County and the Contractor have agreed to establish this Agreement for the purchase of conducted energy devices (tasers), associated accessories, and related services from the Contractor to the County, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and the requirements of this Agreement; and

WHEREAS, the Contractor desires to provide to the County such conducted energy devices (tasers), associated accessories, and related services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The words "Axon Cloud Services" mean the Contractor's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and myevidence.com
- c) The word "Axon Device" means all hardware provided under this Contract. Axon manufactured devices are a subset of Axon Devices.
- d) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto.
- e) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- f) The word "Contractor" to mean Axon Enterprise, Inc and its permitted successors.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The word "Quote" means an offer to sell and is only valid for devices and services on the offer at the specified prices.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed by the Contractor.
- l) The word "Services" means all services provided by the Contractor under this Contract, including software, Axon Cloud Services, and professional services.

- m) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- n) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract, including Axon Device and Axon Cloud Services.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 48, 2) Appendices A - H

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

## **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Work performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated. The Contractor and the County shall mutually work together to address and negotiate any unintentional omissions in a timely manner.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.

- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the 60<sup>th</sup> month, thereafter. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, and upon approval by the Board of County Commissioners (the "Board").

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) by courier service personally; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

**(1) To the County**

- a) to the Project Manager:

Miami-Dade County  
Department: Corrections and Rehabilitation  
Attention: Alessandra Linares  
3505 NW 107<sup>th</sup> Avenue  
Doral, FL 33178  
Phone: 786-263-5901  
E-mail: [Alessandra.linares@miamidade.gov](mailto:Alessandra.linares@miamidade.gov)

and

- b) to the Contract Manager:

Miami-Dade County  
Strategic Procurement Department  
Attention: Chief Procurement Officer  
111 NW 1st Street, Suite 1300  
Miami, FL 33128-1974  
Phone: (305) 375-4900  
Email: [cpo@miamidade.gov](mailto:cpo@miamidade.gov)

**(2) To the Contractor**

Axon Enterprise, Inc  
Attention: Legal Department  
17800 N. 85<sup>th</sup> Street  
Scottsdale, AZ 85255  
Phone: (480) 502-6249  
E-mail: [legal@axon.com](mailto:legal@axon.com)

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party.

Such notices shall be deemed given upon receipt by the addressee.

#### **ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as it pertains to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

#### **ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract; however, the Contractor may offer incentive discounts to the County at any time during the Contract term.

#### **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code.

Except as expressly provided elsewhere in the Agreement, payment may be withheld if the product or services to be provided do not conform to with the specifications and/or requirements listed in this Agreement or if the Contractor fails to respond to County inquiries/requests that result in a financial impact to the County.

All payments due from the County or Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein. Any withheld amounts shall be toward existing payments for mutually agreed upon values.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to [invsubp@miamidade.gov](mailto:invsubp@miamidade.gov); or

- Hard copy format mailed to:  
Miami-Dade County, Finance Department  
111 NW 1<sup>st</sup> Street  
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Miami-Dade Correction and Rehabilitation Department  
Attention: Shared Services Payable Unit  
3505 NW 107<sup>th</sup> Avenue  
Doral, FL 33178

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

#### **ARTICLE 10. INDEMNIFICATION, AND INSURANCE, AND LIMITATION OF LIABILITY.**

(a) Indemnification.

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners, principals or Subcontractors, to the extent any liability, losses, or damages are not due to the acts or omission of the County. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

(b) Insurance.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicates that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.
2. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
4. Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of

the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

(c) Limitation of Liability.

Notwithstanding anything to the contrary, Contractor'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 Contractor 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.

**ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

#### **ARTICLE 14. DISPUTE RESOLUTION PROCEDURE**

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.

- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.
- d) County Responsibilities. County is responsible for (a) County's use of Axon Devices; (b) County or a County-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between County and a third-party over County's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at County's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 17. AUDITS**

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor needs to substitute personnel for the key personnel identified in the Scope of Services, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

**ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

**ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

**ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in Article 24) and fails to cure said Event of Default (as delineated below in Article 25), or (ii) Contractor attempts to meet its contractual obligations to the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County for non-appropriation. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.
- d) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop Work on the date specified in the notice (the "Effective Termination Date").
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property.
  - iii. cancel orders.
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services.
  - v. takes no action which will increase the amounts payable by the County under this Agreement; and
  - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- e) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article is subject to audit.
- g) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.
- h) Upon termination of this Agreement, the County's rights immediately terminate. The County remains responsible for all fees incurred before the effective date of termination. Except for termination for Contractor's default. If the County purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the term, the Contractor will invoice County 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, the County may return Axon Devices to the Contractor within thirty (30) days of termination. The 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, the MSRP is the standalone price of all individual components.

#### **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis.
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel.
  - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services.
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws) or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
  - v. the Contractor has failed to obtain the approval of the County where required by this Agreement.
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below.
  - vii. the Contractor has failed in the representation of any warranties stated herein; or
  - viii. the Contractor fails to comply with Article 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

#### **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;

- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide

any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

#### **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights. Notwithstanding anything to the contrary, the Contractor owns all right, title, and interest in Axon-manufactured Devices and Services and suggestions to the Contractor, including all related intellectual property rights.
- b) All Developed Works solely and exclusively developed by Contractor for County under this Agreement shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works solely and exclusively developed for the County by Contractor. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been

customized to satisfy the performance criteria set forth in the Scope of Services. The County is granted a non-exclusive, non-transferable, limited license to use the Contractor's Licensed Software, including Axon Cloud Services, solely for its internal business purposes and during the applicable subscription term, in accordance with the Contractor's standard license and service terms. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

### **ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

#### a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

#### b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

### **ARTICLE 32. INSPECTOR GENERAL REVIEWS**

#### **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations,

activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- b) The Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Contract Act (33 U.S.C. §§ 1251-1387), as amended.
- c) The Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- d) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).

- e) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics".
- f) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- g) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- h) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- i) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- j) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- k) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- l) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- m) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- n) Any other laws prohibiting wage rate discrimination based on sex.
- o) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- p) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- q) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. [R-1072-17](#), by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "i" through "n" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

Each party will comply with all applicable federal, state and local laws, including without limitation, import and export control laws and regulation as well as firearm regulations and the Gun Control Act of 1968.

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, , status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to

the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

### **ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or

endorsed by the County.

### **ARTICLE 37. BANKRUPTCY**

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

### **ARTICLE 38. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

### **ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)**

#### **a) User Access Fee**

Pursuant to Section 2-8.10 of the Code, this Contract is subject to a user access fee under the County User Access Program ("UAP") in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Contractor providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory.

#### **b) Joint Purchase**

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide, to approved entities, a UAP Participant Validation Number. The Contractor must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Contractor participation in this joint purchase portion of the UAP, however, is voluntary. The Contractor shall notify the ordering entity, in writing, within three business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Contractor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Contractor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Contractor and shall be paid by the ordering entity less the 2% UAP

#### **C) Contractor Compliance**

If a Contractor fails to comply with this Article, that Contractor may be considered in default by the County in accordance with Article 24 of this Contract.

### **ARTICLE 40. ADDITION OF PRODUCTS AND SERVICES FOR COUNTY DEPARTMENTS**

Should any County department wish to avail itself of additional products or services under this Agreement, the Department shall have the option to do so by contacting the Contractor and requesting a formal price quote for such products or services. Upon receiving the price quote, the County department reserves the right to negotiate the terms and pricing with the Contractor to ensure that the prices are

fair and reasonable, given the nature of the products or services being requested. If the prices are deemed fair and reasonable, the County and the Contractor shall execute a mutually agreed-upon contract amendment to memorialize the inclusion of the additional products or services and the County department's participation in the contract Agreement. Any such amendment shall become effective upon the signing of both parties and shall be incorporated into the existing Agreement as if fully originally executed.

#### **ARTICLE 41. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES**

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the County was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### **ARTICLE 42. FORCE MAJEURE**

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

#### **ARTICLE 43. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

#### **ARTICLE 44. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Contractor shall comply with the Public Records Laws, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1<sup>st</sup> STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

**ARTICLE 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at <http://www.uscis.gov/e-verify>.

If the County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if the County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095(5)(c), Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

**ARTICLE 46. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED**

By entering into this Contract, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Contractor; or c) the Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S. The affirmation by the Contractor shall be in the form attached to this Contract as Exhibit A - Entities of Foreign Countries of Concern Prohibited Affidavit. This Contract shall not be effective unless and until Contractor executes such Affidavit.

**ARTICLE 47. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT**

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section [787.06](#), Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Contract as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

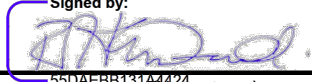
**ARTICLE 48. SURVIVAL**

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

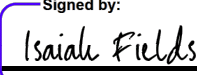
Miami-Dade County

By:   
55DAEBB131A4424  
(Signature)

Name: Robert E. Driscoll, Jr.

Title: Deputy General Counsel

Date: 11/19/2025 | 9:50 AM MST

Attest:   
D415760CFA234415  
Corporate Officer

By: \_\_\_\_\_  
(Signature)

Name: Daniella Levine Cava

Title: Mayor

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

Attest: Juan Fernandez-Barquin  
Clerk of the Court and Comptroller

By: \_\_\_\_\_  
(Deputy Clerk Signature)

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

Approved as to form  
and legal sufficiency

  
Assistant County Attorney

## APPENDIX A

### SCOPE OF SERVICES

Miami-Dade County, hereinafter referred to as the County, is procuring Axon Taser Model 10 Conducted Energy Devices (CEDs) to be utilized by the Miami-Dade Corrections and Rehabilitation Department (MDCR). The acquisition of these devices is intended to enhance institutional effectiveness while prioritizing the safety and protection of correctional officers.

The County reserves the right to add items to Appendix B. The County may request prices/proposals for additional ECWs, and accessories. Upon receiving the request from the County's Project Manager or designee, the Contractor shall provide a price quote/and or proposal for such items. The County reserves the right to negotiate the prices to be paid by the County for such items. The negotiated scope of work and prices will be incorporated into the contract via issuance of a supplemental agreement by the County.

The County may request additional services during the term of the Contract, including any extension. The scope of services and rates for these additional services shall be negotiated. The Contractor shall not commence work until an issuance of a supplemental agreement by the County.

#### 1. TRADE-IN CREDIT

The County will ship all batteries via ground shipping. The Contractor shall pay all shipping costs associated with the return of hardware and accessories related to the Trade-in Credit.

The County will return the used hardware and accessories as described in Appendix B associated with the **Trade-In Credit** to the Contractor within 180 days. The Contractor shall issue prepaid labels to the County's Project Manager or designee via email. The County will have 180 days from the date the new equipment is received by the County to return the used hardware and accessories.

The County will ship all batteries via ground shipping. The Contractor shall pay all shipping costs associated with the return of hardware and accessories related to the Trade-in Credit.

If the Contractor does not receive Trade-In hardware and accessories within 180 days, the Contractor may invoice the County the value of the trade-in discount.

#### 2. DELIVERY SCHEDULE

Upon issuance of a purchase order by the County, the Contractor shall ship items outlined in Appendix B, Year 1. Upon annual issuance of a purchase order by the County, the Contractor shall ship all items as described in Appendix B for that Year.

#### 3. TRAINING

##### A. Instructor Lead Training and Launch of Taser 10 Program

Within seven (7) business of the equipment being delivered to the County, the Contractor shall provide onsite staff to conduct Conducted Electronic Weapons (CEW) Full-Service Instructor (Taser 10 Program Launch) training to County instructors on the Taser 10. Onsite training will be conducted at a facility provided by the County. This training shall be provided at no additional cost to the County. The launch consists of assisting with configuration of equipment and training recommendations. Up to twenty-four (24) County staff may attend the onsite CEW Full-Service Instructor training.

##### B. Master Instructor School and Regional Instructor School

Master Instructor School and Regional Instructor School vouchers cover the cost of training only. Vouchers will not cover any cost associated with travel, lodging, or per diem of County staff who may attend. Vouchers have no cash value and may not be exchanged for other products or services. The Contractor shall issue vouchers annually as identified in Appendix B. The County will use the vouchers within the year they are issued, or the vouchers will be void.

The Contractor shall issue the County three (3) vouchers per year for County staff to attend the Master Instructor School for CEW training. Master Instructor School training is hosted by different agencies in the United States, which the County staff may attend.

The Contractor shall issue the County twenty-four (24) vouchers per year for County staff to attend for the Regional Instructor Schools. The Regional Instructor Schools shall keep the County current on training updates and program management.

C. Online Training

The County may access Online Training Content or Virtual Reality Content (collectively), during the contract term. The Contractor will deliver all Training Content electronically at no additional cost.

4. **TASER 10 CERTIFICATION PLAN BUNDLE**

The Contractor Taser 10 Certification plan bundle shall include the following equipment and services: Taser 10 units, holsters, docks, rechargeable battery packs, extended warranties for hardware, Evidence.com licenses, docking stations, unlimited duty cartridges, training cartridges, CEW Full Service Instructor Training, Master Instructor Training, access to online training content, access to virtual reality content, HALT training suits, VR Headsets and sensors, training targets, and spare TASER 10 units.

5. **WARRANTY**

Warranty applicable to Axon Devices and Services is governed by the terms of the Agreement and the TASER Device Appendix.

6. **AXON DEVICE WARNINGS**

Device warnings, to include law enforcement and virtual reality, are listed below as an Exhibit.

7. **ONLINE SUPPORT PLATFORMS**

Use of the Contractor's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix.

8. **THIRD-PARTY HARDWARE, SOFTWARE AND SERVICES**

Use of hardware, software, or services other than those provided by the Contractor is governed by the terms, if any, entered into between the County and the respective third-party provider, including, without limitation, the terms applicable to such software or services, if any.

9. **RETURNS**

All sales are final; Refunds and/or exchanges are only permissible for warranty returns or as provided by state or federal law.

A. Hardware Limited Warranty

The Contractor's manufacturer warranty warrants that its law enforcement hardware is free from defects in workmanship and materials for 1 year from the date of delivery. The Taser 10 handle warranty shall be free from defects in workmanship and materials for 4 years from the date of delivery. Contractor warrants its accessories for 90 days from date of delivery. Expended CEW cartridges are deemed to have operated properly.

If Contractor receives a valid warranty claim during the warranty period, Contractor's sole responsibility is to repair or replace the product with the same or like product, at Contractor's option. A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever is longer. A replacement item becomes County's property, and the replaced item becomes Contractor's property. Prior to delivering product for service, County must upload product data to the Contractor's (Evidence.com) or download it and retain a copy. Contractor is not responsible for loss of data or other information contained on the storage media or any part of the product.

B. Extended Warranty

Extended warranty coverage is included for the TASER CEW, dock and core, and rechargeable battery as described in the Hardware Limited Warranty. TASER 10 Certification plan extended warranty coverage begins on the contract start date and continues through the term of the contract.

Extended warranties run from expiration of the 1-year manufacturer warranty through the term of the extended warranty.

**APPENDIX B  
PRICE SCHEDULE**

<b>INITIAL IMPLEMENTATION</b>				
<b>Description</b>	<b>Unit Price</b>	<b>QTY</b>	<b>Monthly Fee</b>	<b>Extended Total</b>
<b>Year 1 – Axon Plans and Packages</b>				
TASER 10 Certification Bundle including VR Training, extended warranty battery pack, extended warranty taser, unlimited battery pack, data port download, master instructor course, unlimited cartridge (Training and Duty)	\$109.00 per Month	700	\$76,300	\$915,600
**Contractor shall provide the County with a credit of \$300.00 per TASERS hardware for a total amount of \$210,000. This credit does not require the return of TASER devices.				
Axon VR - PSO - Full Installation	\$12,000.00	1	N/A	\$12,000.
Axon Taser - PSO - Starter	\$13,754.00	1	N/A	\$13,754.
Axon Taser - 2 Day Product Specific Instructor Course	\$6,786.00	1	N/A	\$6,786.
Axon Taser - PSO - CEW Add-On	\$4,000.00	1	N/A	\$4,000.
<b>Year 2 – Axon Plans and Packages</b>				
TASER 10 Certification Bundle including VR Training, extended warranty battery pack, extended warranty taser, unlimited battery pack, data port download, master instructor course, unlimited cartridge (Training and Duty)	\$109.00 per Month	700	\$76,300	\$915,600
<b>Year 3 – Axon Plans and Packages</b>				
TASER 10 Certification Bundle including VR Training, extended warranty battery pack, extended warranty taser, unlimited battery pack, data port download, master instructor course, unlimited cartridge (Training and Duty)	\$109.00 per Month	700	\$76,300	\$915,600
<b>Year 4 – Axon Plans and Packages</b>				
TASER 10 Certification Bundle including VR Training, extended warranty battery pack, extended warranty taser, unlimited battery pack, data port download, master instructor course, unlimited cartridge (Training and Duty)	\$109.00 per Month	700	\$76,300	\$915,600
<b>Year 5 – Axon Plans and Packages</b>				
TASER 10 Certification Bundle including VR Training, extended warranty battery pack, extended warranty taser, unlimited battery pack, data port download, master instructor course, unlimited cartridge (Training and Duty)	\$109.00 per Month	700	\$76,300	\$915,600

**APPENDIX C**  
**AXON CLOUD SERVICES TERMS OF USE**

1. **Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
  - 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
  - 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
  - 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
  - 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
  - 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
  - 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
  - 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
  - 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
  - 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary 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. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
- 7.1. 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.
8. **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.
9. **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>.
10. **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.
11. **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.
- 11.1. 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.
- 11.2. 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.
- 11.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.
12. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
  - 12.2. 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;
  - 12.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 12.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
  - 12.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
  - 12.6. 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
  - 12.7. 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.
13. **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.
  14. **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.
  15. **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.
  16. **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.

**APPENDIX D  
PROFESSIONAL SERVICES**

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. **CEW Services Packages.** CEW Services Packages are detailed below:

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

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

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

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

4. **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:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon VR headset content</li> <li>• Configure Customer settings based on Customer need</li> <li>• Troubleshoot IT issues with Axon VR headset</li> </ul>
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**Axon instructor training (Train the Trainer)**

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

**Classroom and practical training sessions**

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

5. **Signal Sidearm Installation Service.**

- a. **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.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

6. **Out of Scope Services.** Axon is only responsible for performing 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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

**APPENDIX E**  
**TASER DEVICES**

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

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
  - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
  - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
  - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
  - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
  - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **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.
7. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
8. **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.

9. **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:
- 9.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 9.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
  - 9.3. 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.

**APPENDIX F**  
**AXON APPLICATION PROGRAMMING INTERFACE**

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

1. **Definitions.**

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

2. **Purpose and License.**

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

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

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

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

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

- 5.1. the design, structure and naming of API Service fields in all responses and requests.
- 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports.

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

**APPENDIX G**  
**TECHNOLOGY ASSURANCE PLAN**

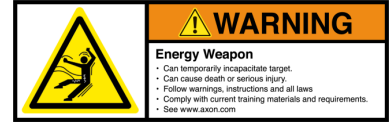
If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

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

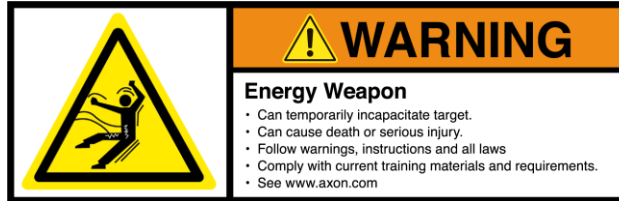
**APPENDIX H**  
**AXON VIRTUAL REALITY CONTENT TERMS OF USE**

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. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.



## IMPORTANT SAFETY AND HEALTH INFORMATION



This document presents important safety warnings, instructions and information intended to minimize hazards associated with the use of an Axon Enterprise, Inc. (“Axon”) TASER energy weapon. These instructions and warnings are for your protection as well as the safety of others. **Read the entire document before handling or using an energy weapon.**

When used as directed in probe-deployment mode, energy weapons are designed to temporarily incapacitate a person from a safer distance than some other force options, while reducing the likelihood of death or serious injury. However, any use of force, including the use of an energy weapon, involves risks that a person may get hurt or die due to the effects of the energy weapon, physical incapacitation, physical exertion, unforeseen circumstances or individual susceptibilities. Following the instructions and warnings in this document will reduce the likelihood that energy weapon use will cause death or serious injury.

These warnings and instructions are effective **September 20, 2022**, and supersede all prior revisions and relevant Training Bulletins. **Immediately distribute this document to all TASER energy weapon users.** The most current warnings are also available online at [www.axon.com](http://www.axon.com).

- 1. Complete training first.** Significant differences exist between different TASER energy weapon models. Do not handle or use any energy weapon model unless you have been trained by a Certified TASER Instructor on that particular model.<sup>1</sup>
- 2. Read and follow.** Read, understand and follow all current instructions, warnings and relevant TASER training materials before handling or using a TASER energy weapon. Failure to do so could increase the risk of death or serious injury to the user, force recipient, or others.
- 3. Obey applicable laws, regulations and agency Guidance.** Use of energy weapons must be legally justified and comply with applicable federal, state and local laws or regulations. The decision to use an energy weapon in a particular manner or circumstance must follow applicable law enforcement agency Guidance.<sup>2</sup>

This document uses a signal word panel to mark specific warnings:

**WARNING** This signal word panel indicates a **potentially hazardous situation which if not avoided could increase the risk of death or serious injury.**

Warnings may be followed by instructions and information to help reduce risks, avoid the hazard, and improve energy weapon safety.

## SAFETY INFORMATION: ENERGY WEAPON RISKS AND RISK AVOIDANCE

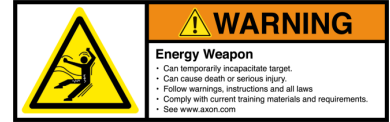
**WARNING Secondary Injury.** The loss of control resulting from an energy weapon exposure may result in injuries due to a fall or other uncontrolled movement. When practicable, avoid using an energy weapon when secondary injuries are likely unless the situation justifies an increased risk.

<sup>1</sup> A Certified TASER Instructor is not an Axon agent, but maintains a current TASER instructor certification and complies with Axon’s most current training requirements, materials and license agreement. Representations inconsistent with this document made by any Certified TASER Instructor are expressly disclaimed.

<sup>2</sup> Law enforcement agencies are force experts and are solely responsible for their own Guidance. “Guidance” includes policy, custom, procedure, rule, order, directive, training, continuum and standard. Axon has no authority to mandate Guidance, set policy, require training, or establish standards of care or conduct.



## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



Loss of control associated with energy weapon use can have several causes including:

- **Seizure.** Repetitive stimuli (e.g., flashing light or electrical stimuli) can induce seizure in some people, which may increase risk of death or serious injury. This risk may be increased in a person with epilepsy or seizure history, or if electrical stimuli pass through the head. Emotional stress and physical exertion, both likely in incidents involving energy weapons and other uses of force, are reported as seizure-precipitating factors.
- **Fainting.** A person may experience an exaggerated response to an energy weapon exposure, or threatened exposure, which may result in fainting or falling.
- **Muscle contraction, incapacitation or startle response.** Energy weapon use may cause loss of control from muscle contraction, incapacitation or startle response.

To reduce these risks, consider the person's location before using an energy weapon.

**When practicable, avoid using an energy weapon on a person in the following circumstances unless the situation justifies an increased risk:**

- is on an elevated or unstable surface (e.g., tree, roof, ladder, ledge, balcony, porch, bridge or stair);
- could fall on a sharp object or hard surface (e.g., holding a knife, falling on glass);
- is less able to catch or protect self in a fall (e.g., restrained or handcuffed);
- is running;
- is operating or riding any mode of transportation (e.g., vehicle, bus, bicycle, motorcycle, or train), conveyance (e.g., escalator, moving walkway, elevator, skateboard, rollerblades), or machinery; or
- is located in water, mud or marsh environment if the ability to move is restricted.

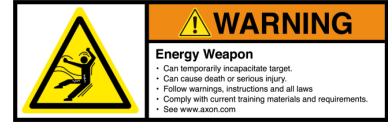
**WARNING** **Fire and Explosion Hazard.** Energy weapon use can result in a fire or explosion when flammable gases, fumes, vapors, liquids or materials are present. Use of an energy weapon in presence of fire or explosion hazard could increase the risk of death or serious injury. When practicable, avoid using an energy weapon in known flammable hazard conditions without justification.

- An energy weapon can ignite explosive or flammable materials, liquids, fumes, gases or vapors (e.g., gasoline, vapor or gas found in sewer lines or methamphetamine labs, butane-type lighters, flammable hair gels, some self-defense sprays, and alcohol-based hand sanitizer). Do not knowingly use an energy weapon in the presence of any explosive or flammable substance unless the situation justifies an increased risk.

**WARNING** **Muscle Contraction or Strain-Related Injury.** Energy weapons in probe-deployment mode can cause muscle contractions that may result in injury, including bone fractures.

**WARNING** **Higher Risk Populations.** Energy weapon use on a pregnant, infirm, elderly, low body-mass index person or small child could increase the risk of death or serious injury. As with any force option, energy weapon use has not been scientifically tested on these populations. Use an energy weapon on such persons **only** if the situation justifies an increased risk.

- Energy weapons in probe-deployment mode can cause muscle contractions resulting in injuries similar to those from physical exertion, athletics or sports. Such injuries may include hernia rupture, dislocation, tear, or other injury to soft tissue, organ, muscle, tendon, ligament, cartilage, disc, nerve, bone or joint. Fractures to bone, including compression fracture to vertebrae, may occur.
- These injuries may be more serious and more likely to occur in people with pre-existing injuries, orthopedic hardware, conditions or special susceptibilities, including pregnancy, low bone density, spinal injury, or previous muscle, disc, ligament, joint, bone or tendon damage or surgery. Such injuries may also occur in drive-stun applications or when a person reacts to the energy weapon deployment by making a rapid or unexpected movement.



**WARNING** **Physiologic and Metabolic Effects.** As with most force options, energy weapon exposure can cause physiologic and metabolic changes, stress, and pain. For some particularly susceptible individuals, the risk of death or serious injury may increase with one or more energy weapon exposures. When practicable, minimize repeated, continuous or simultaneous exposures without justification.

**Physiologic and Metabolic Changes.** Energy weapon use can cause physiologic or metabolic changes that may increase the risk of death or serious injury for some particularly susceptible individuals. These include changes in blood chemistry, blood pressure, respiration, heart rate and rhythm, and adrenaline and stress hormones, among others.

**Stress and Pain.** Energy weapon use, anticipation of use, or response to use can cause startle, panic, fear, anger, rage, temporary discomfort, pain or stress, which may increase the risk of death or serious injury for some particularly susceptible individuals.

**Particularly Susceptible Individuals.** Include those who are already physiologically or metabolically compromised due to heart disease, asthma or other pulmonary conditions, and people suffering from excited delirium, profound agitation, severe exhaustion, drug intoxication or chronic drug abuse, or over-exertion from physical struggle.

In human studies of electrical discharge from a single completed circuit of up to 15 seconds, the physiologic, metabolic, and stress hormone changes were comparable to or less than changes expected from physical exertion similar to struggling, resistance, fighting, fleeing, or from the application of some other force tools or techniques.

To reduce the risk from energy weapon exposure:

- 1. Minimize the number and duration of energy weapon exposures.** Use the shortest duration of energy weapon exposure objectively reasonable to accomplish lawful objectives, and reassess the subject's behavior, reaction and resistance before initiating or continuing the exposure. If an energy weapon deployment is ineffective in achieving compliance, consider alternative control measures in conjunction with or separate from the energy weapon.
- 2. Avoid simultaneous energy weapon exposures.** Do not knowingly use multiple energy weapons or multiple completed circuits at the same time without justification.
- 3. Control and restrain immediately.** Begin control and restraint procedures, including during energy weapon exposure ("cuffing under power"), as soon as reasonably safe and practical.
- 4. Avoid touching probes/wires during energy weapon discharge.** Controlling and restraining a subject during energy weapon exposure may put the energy weapon user and those assisting at risk of accidental or unintended shock. Avoid touching the probes and wires and the areas between the probes during the electrical discharge.

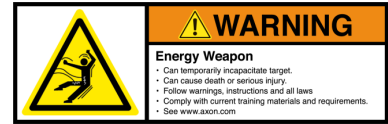
**WARNING** **Cardiac Capture.** Energy weapon exposure very near the heart has a low probability of inducing extra heart beats (cardiac capture). In rare circumstances, cardiac capture could lead to cardiac arrest. When practicable, avoid targeting the frontal chest area near the heart to reduce the risk of potential serious injury or death.

Cardiac capture may be more likely in children and thin adults because the heart is usually closer to the skin surface, and closer to the energy weapon probes if deployed near the heart (dart-to-heart distance). Serious complications could also arise in those with impaired heart function or with an implanted cardiac pacemaker or defibrillator.

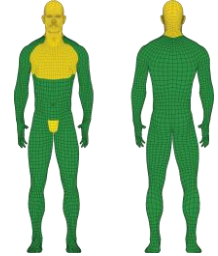
To reduce the risk of injury:



## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



1. **Use preferred target areas.** The preferred target areas (green) are below the neck area for back shots and the lower center mass (below chest) for front shots. The preferred target areas increase dart-to-heart distance and reduce cardiac risks. Back shots are preferable to front shots when practicable.
2. **Avoid sensitive areas.** When practicable, avoid intentionally targeting the energy weapon on sensitive areas of the body such as the face, eyes, head, throat, chest area (area of the heart), breast, groin, genitals or known pre-existing injury areas.



### SAFETY INFORMATION: ENERGY WEAPON EFFECTIVENESS

An energy weapon, like any force option, does not always function as intended and is not effective on every subject. As with any use of force, if a particular option is not effective, consider using other force options, disengaging, or using other alternatives per agency Guidance. **Always have a back-up plan.**

**WARNING** **Subject Not Incapacitated.** An ineffective energy weapon application could increase the risk of death or serious injury to the user, the subject or others. If an energy weapon does not operate as intended or if subject is not incapacitated, disengage and consider redeploying the energy weapon or using other force options in accordance with agency Guidance.

An energy weapon's effects may be limited by many factors, including absence of delivered electrical charge due to missed dart(s), clothing disconnect, intermittent connection, or wire breakage; probe locations or spread; subject's muscle mass; or movement. Some factors that may limit the ability to control a subject include:

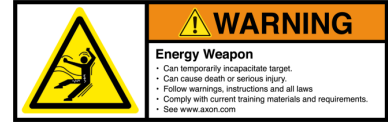
- **Subject may not be fully incapacitated.** Even though a subject may be affected by an energy weapon in one part of his body, the subject may maintain full muscle control of other portions of his body, particularly the hands and arms. Control and restrain a subject as soon as practicable and be prepared if the subject is not fully incapacitated.
- **Subject may recover immediately.** A subject receiving an energy weapon discharge may immediately regain physical or cognitive abilities upon cessation of the delivered energy weapon discharge. Control and restrain a subject as soon as practicable and be prepared if the subject immediately recovers.
- **Drive-stun mode is for pain compliance only.** The use of a handheld energy weapon in drive-stun mode is painful, but generally does not cause incapacitation. Drive-stun use may not be effective on emotionally disturbed persons, those under the influence of alcohol or drugs, or others who may not respond to pain due to a mind-body disconnect. Avoid using repeated drive-stuns on such individuals if compliance is not achieved.
- **Probes may deviate.** Energy weapons are not precision-aimed weapons. Probe discharge, flight trajectory and impact location can be affected by numerous factors, including cartridge or probe accuracy; failure of cartridge to properly deploy; strong air movements; user and subject movements; or probe striking subject, clothing or object with insufficient force or trajectory to penetrate or adhere to subject. Deviations can result in limited or lack of effectiveness.
- **Energy weapon or cartridge may fail to deploy or operate.** No weapon system, force option or energy weapon is always operational or effective. If an energy weapon, cartridge or accessory is inoperable or fails to function, consider reloading and redeploying, deploying a backup cartridge, using other force options, disengaging or using other alternatives per agency Guidance.

### SAFETY INFORMATION: INJURY OR INFECTION

An energy weapon may cause injury as a result of the probe or electrical discharge. The nature and severity of these effects depends on numerous factors including the area of exposure, method of application, individual susceptibility, and other circumstances surrounding energy weapon use, exposures and after care. Medical care may be required.



## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



**⚠️ WARNING** **Eye Injury Hazard.** A TASER probe, electrode, or electrical discharge that contacts or comes close to an eye can result in serious injury, including permanent vision loss. **DO NOT** intentionally aim an energy weapon, including the LASER, at the eye of a person or animal without justification.

**⚠️ LASER Light Hazard.** Energy weapons use LASER targeting aids. LASERs can cause serious eye injury, including permanent vision loss. **NEVER** aim a LASER at an aircraft or the operator of an aircraft or moving vehicle.

**⚠️ WARNING** **Probe or Electrode Injury, Puncture, Scarring or Infection Hazard.** Energy weapon use may cause a permanent mark, burn, scar, puncture or other skin or tissue damage. Infection could result in death or serious injury. Scarring risk may be increased when using an energy weapon in drive-stun mode. Increased skin irritation, abrasion, mark, burning or scarring may occur with an energy weapon with multiple cartridge bays when used in drive-stun or 3-point deployment modes.

**⚠️ WARNING** **Penetration Injury.** The TASER probe has a small dart point which may cause a penetration injury to a blood vessel or internal organ, including lung, bone or nerve. The probe or dart point (which may detach or break) can puncture or become embedded into a bone, organ or tissue, which may require immediate medical care, surgical removal, or may result in scarring, infection or other serious injury.

To reduce the risk of serious or permanent injury:

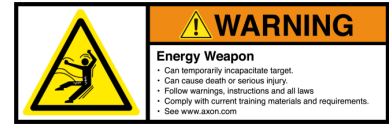
- 1. Provide medical care as needed.** Injury due to penetration of a probe or dart point into a blood vessel, organ, nerve or bone may require medical care. A probe, dart point or barb embedded in a sensitive area such as the eye, genitals, breast, neck, throat or vascular structure may cause serious injury and require medical care. As with any injury of this type, infection or tetanus and resulting complications may occur. In accordance with your agency's Guidance, ensure access to medical care if needed.
- 2. Follow agency Guidance for removing probes.** Probe removal may cause injury. Leaving a probe in the body may result in pain or injury. Follow your agency's Guidance and biohazard protocols for probe removal. In the case of embedment, organ or bone penetration, or probe, dart point, or barb detachment, immediate medical care and possible surgical removal may be required.
- 3. Follow biohazard protocols.** Use appropriate biohazard protocols including isolation procedures and protective equipment (e.g., gloves, masks, and washing of hands and exposed areas as necessary). Follow your agency's Guidance and appropriate biohazard, waste and evidence protocols when dealing with biohazards.

### SAFETY INFORMATION: ENERGY WEAPON DEPLOYMENT AND USE

**⚠️ WARNING** Energy weapons and cartridges are weapons and, as with any weapon, require safe weapon-handling practices and secure storage. Follow practices herein and additional requirements in your agency's Guidance. Failure to follow these warnings may result in an increased risk of death or serious injury.

**⚠️ WARNING** **Confusing Handgun with energy weapon.** Confusing a handgun with an energy weapon could increase the risk of death or serious injury. Learn the differences in the physical feel and holstering characteristics between your energy weapon and your handgun to help reduce the risk of confusion. Axon recommends that the user carry an energy weapon on the opposite side of a handgun to reduce the risk of confusion. Always follow your agency's Guidance and training.

**⚠️ WARNING** **Trigger Hold-Back Model Differences.** If the trigger is held back, most energy weapons will continue to discharge until the trigger is released or the power source is expended. With an APPM installed, the X2 and X26P can be programmed to stop an energy weapon discharge at 5 seconds *even if the user continues to hold back the trigger*, requiring a deliberate action to re-energize the deployed cartridge. The TASER 7 and TASER 10 offer similar options incorporated into the device (independent of the battery pack).



Know your model and how it works.

**WARNING** In stressful or noisy circumstances, the APPM, TASER 7 and TASER 10 audible warnings may not be heard.

**WARNING** **Difference in Models and Cartridge Angles.** Know the difference between each TASER energy weapon model and cartridge angles. The M26, X26E, and X26P cartridges have an 8-degree angle; the X2 Smart Cartridges have a 7-degree angle; the TASER 7 cartridges are available with a 3.5-degree (standoff) and 12-degree (close quarter) angle; and the TASER 10 deploys each cartridge individually with no pre-set angle. The recommended deployment distance will depend on the model and cartridge being used. Each user should be properly trained on each model and cartridge they may use in the field and know the required deployment distance necessary to achieve the recommended probe spread.

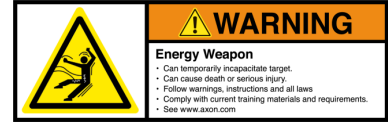
1. **Use properly.** Use an energy weapon only for its intended purpose, in legally justifiable situations, and in accordance with your agency's Guidance. Do not use for torture or other improper use.
2. **Store in a secure location.** Store energy weapons, cartridges, and accessories in secure locations inaccessible to children and other unauthorized persons to prevent inappropriate access or use.
3. **Use the safety switch.** Place the energy weapon safety switch in the down (SAFE) position when the energy weapon is not in use. Remember to place the energy weapon safety switch in the up (ARMED) position when you intend to use the energy weapon.
4. **Assume energy weapon is loaded.** Always assume that an energy weapon is loaded and capable of discharging. To help avoid an unexpected deployment or discharge, ensure that no live cartridge is in the energy weapon when inserting a battery pack, TASER CAM, or TASER CAM HD recorder, or while performing spark tests (except when function testing the X2, X3, TASER 7 or TASER 10), maintenance, data downloading or battery charging.
5. **Be aware of energy weapon trigger and arc button.** Keep your finger off the trigger and arc buttons until it is legally justifiable to use the energy weapon and you are ready to deploy or discharge.
6. **Know how the energy weapon works.** Significant differences exist between different TASER energy weapon models. Before handling or using any energy weapon, including a multi-shot energy weapon, understand the functioning and effects of that model.
7. **Be aware of X2 and X3 deployment mode.** Be aware of which deployment mode (manual or semi-automatic) is set on the X2 and X3 before use.
8. **Be Aware of X2 Static (Fixed) LASER Sight Mode.** The X2 has static dual LASERS. One LASER is intended to approximately align with the top dart and the other with the bottom dart, both of which are set-up for 15' (4.6 meters (m)) and 25' (7.62 m) cartridges at a 15' distance from the target. The trajectory of the 35' (10.7 m) long range cartridge will not line up with the bottom LASER when placed in the X2.
9. **Be Aware of TASER 7 Dynamic LASER Sighting.** The TASER 7 is equipped with three LASERS. One LASER is intended to approximately align with the top dart set-up at a 15' (4.6 meters (m)) distance from the target. The other two LASERS are active depending on the cartridge type loaded (3.5-degree or 12-degree), and are aligned with the approximate trajectory of the bottom probe.
10. **Use simulation (training) cartridges ONLY for training or practice. DO NOT** use an energy weapon loaded with a simulation training cartridge for field use or self-defense. Simulation cartridges are intended for practice only and will have no incapacitating effect on a subject. Simulation cartridges use non-conductive wires and will not transmit electrical pulses to the probes.

## SAFETY INFORMATION: OTHER HAZARDS

**WARNING** **Probe Recoil or Ricochet.** If your target is farther away than the length of the probe wire, or if one or more probes miss the target, the probe can recoil and bounce back to strike the user or a bystander,



## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



causing injury. Probe recoil is more likely with simulation cartridges because of the nylon probe wire used.

Always be sure your intended target is within range. Wear protective eyewear when deploying any energy weapon in training or for practice. Be sure practice targets have a firm backing that allows the probes to stick and not bounce off and strike an unintended person, animal, or object, or continue through the backing and strike objects behind the target.

**WARNING** **Untethered Discharged Probe.** A discharged probe that does not impact a subject or target may become untethered from the wire and travel a significant distance risking serious injury. Always be sure your intended target is within range.

### SAFETY INFORMATION: GENERAL PRECAUTIONS

**WARNING** **Unintentional Energy Weapon Deployment or Discharge Hazard.** Unintentional energy weapon activation, discharge or deployment could increase the risk of death or serious injury to the user, subject or others.

To reduce the risk of unintentional deployment or discharge:

- 1. Avoid static electricity.** Keep cartridge away from sources of static electricity. Static electricity can cause an energy weapon to discharge unexpectedly, possibly resulting in serious injury. Carry the energy weapon in an approved holster to minimize static electricity and an unintentional discharge.
- 2. Keep body parts away from front of energy weapon or cartridge.** Always keep your hands and body parts away from the front of the energy weapon and cartridge. If the energy weapon discharges or deploys unexpectedly, you could be injured.
- 3. Avoid electronic equipment interference.** Electronic transmission equipment close to an energy weapon could interfere with the proper energy weapon operation and cause the energy weapon to deploy or discharge. Keep the energy weapon at least several inches away from other electronic equipment. Place the energy weapon safety switch in the down (SAFE) position whenever it is near electronic equipment, including transmitting radios and cell phones. Remember to place the energy weapon safety switch in the up (ARMED) position before use.
- 4. Avoid dropping energy weapon or cartridge.** If an energy weapon or cartridge is dropped or damaged, it may unintentionally deploy or discharge, become inoperable, or fail to function making it unsafe for continued use. If an energy weapon or cartridge has been dropped or damaged, refer to the recommended procedures in the current version of the TASER Training materials.

### SAFETY INFORMATION: MAINTENANCE

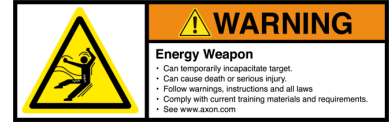
**WARNING** Failure to maintain an energy weapon as instructed may cause the energy weapon to malfunction or fail to function optimally, which may increase the risk of death or serious injury. Follow recommended maintenance procedures.

To reduce these risks:

- 1. Safely perform spark (function) test before each shift.** Testing helps confirm that the energy weapon is functioning properly. See the current version of the TASER Training materials and Product Manuals for further information on testing.
- 2. Avoid using a damaged energy weapon or cartridge.** Do not use a cartridge with a missing blast door unless facing an immediate threat. Energy weapon repair or modification by an unauthorized person may cause the energy weapon to deploy, discharge or malfunction, will void the warranty, and may put the user or other person at risk of death or serious injury. Cartridges with blast doors that have been repaired should only be used for training and not for field use.



## TASER Handheld Energy Weapon Warnings, Instructions, and Information: Law Enforcement



- 3. Update energy weapon software.** Some energy weapons have updateable software. Current energy weapon software may be obtained by contacting Axon's Customer Service Department or following instructions at [www.evidence.com](http://www.evidence.com) or [www.axon.com](http://www.axon.com).
- 4. Use only Axon-approved components, batteries, accessories and cartridges.** The energy weapon is a sophisticated electronic system. For proper function, use only Axon-approved components, batteries, accessories and cartridges with your energy weapon. Use of anything other than Axon-approved components, batteries, accessories and cartridges will void the warranty, may cause malfunction, and may put the user or other person at an increased risk of death or serious injury.
- 5. Avoid exposure to wet conditions.** If the energy weapon is drenched or immersed in water or other liquid, **DO NOT** use or attempt to use the energy weapon until completing the procedure recommended by the manufacturer.
- 6. Keep the cartridge and cartridge contacts clean.** If the contacts on the cartridge or inside the cartridge bay are not kept clean the energy weapon may fail to properly deploy the cartridge.
- 7. Know energy weapon and cartridge expected useful life.** Under normal storage, handling, and operating conditions, an energy weapon and cartridges have a 5-year expected useful life. Use or attempted use of an energy weapon or cartridge after its expected useful life may result in malfunctions and lack of effectiveness. Failure to properly care for and maintain an energy weapon or cartridge may substantially reduce or eliminate the expected useful life of the product.

### SAFETY INFORMATION: DISASSEMBLY AND DISPOSAL



Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.

# Virtual Reality (VR) Training Safety and Health Warnings

**HEALTH & SAFETY WARNINGS:** This document presents important safety warnings, instructions and information intended to minimize hazards associated with the use of an Axon Enterprise, Inc. (“Axon”) VR Headset, VR Controllers, and accessories. These instructions and warnings are to reduce the risk of any personal injury or property damage. **Read the entire document before using a VR Headset.**

These warnings and instructions are effective **February 4, 2025**, and supersede all prior revisions. The most current warnings are also available online at [www.axon.com](http://www.axon.com).

1. **Read and obey.** Read, understand, and follow all current Axon system instructions, manuals, warnings, and relevant Axon training materials before using any Axon system. Failure to do so could increase the risk of serious injury, system malfunctions, or loss of data.
2. **Obey applicable laws, regulations, and agency guidance.** Use the Axon systems only in accordance with applicable federal, state, and local laws and other regulations or legal requirements.

This document uses a signal word panel to mark specific warnings:

 <b>WARNING</b>
This signal word panel indicates a potentially hazardous situation which if not avoided could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

 <b>CAUTION</b>
This signal word panel indicates a potentially hazardous situation which if not avoided or heeded could result in minor or moderate injury.

Warnings may be followed by instructions and information to help avoid the hazard and improve safety.

 <b>WARNING! BEFORE USING YOUR VR SYSTEM</b>
<b>Always follow all current instructions, warnings, and VR training materials to minimize risks.</b>

- 1 **Complete training first.** Read and follow all setup and operating instructions provided with the VR products, including hardware and software recommendations. Risk of discomfort may increase if the recommended hardware and software are not used.
- 2 **Read and obey.** Read, understand, and follow all current instructions, warnings, and relevant VR training materials before using VR products. Failure to do so could increase the risk of injuries to the user or others.
- 3 **Unauthorized devices prohibited.** The Headset, VR Controller, and software are not designed for pairing with any unauthorized devices, accessories, software, or content. Use of unauthorized devices, accessories, software, or content may result in injuries to the user and others. Changing the Headset’s Kiosk to accept software not intended for use by Axon may cause performance issues or damage to your VR system not covered by your warranty.

# Virtual Reality (VR) Training Safety and Health Warnings

- 4 **Headset Adjustment.** To reduce the risk of discomfort, follow the Headset manufacturer's instructions for proper fit.
- 5 **Motion Sickness.** To reduce motion sickness, cease training and sit down to rest if you experience any symptoms.
- 6 **Ensure you are able to safely use the product.** Refer to the manufacturer's safety guidelines, included in the box and also available at [axon.com/f3-safety](http://axon.com/f3-safety). Some medical conditions may prevent you from fully experiencing VR in the Headset without health risks.
- 7 **Avoid prolonged use.** Prolonged use can have physical effects on your body. Take regular breaks. Never use for more than 60 minutes without taking a break. Be aware of the risks of repetitive stress injuries, photosensitive seizure, hearing loss, and even the physiological effects of experiencing VR can result in increased heart rate, respiration, spikes in blood pressure, panic attacks, vertigo, nausea, and other adverse effects.
- 8 **Stop using the product immediately if you experience any discomfort at all.** Remove your Headset immediately. Do not worry about exiting the experience or powering down. Remove the unit from your head. Seek medical assistance anytime you feel it is necessary.



## **WARNING! POTENTIALLY EXPLOSIVE ENVIRONMENTS**

Failure to follow these safety instructions could result in fire, electric shock, damage, system malfunctions, death, or personal injury.

**Potentially explosive environments.** Electric energy in a potentially explosive area could cause an explosion or fire, resulting in serious injury or even death. Areas with a potentially explosive atmosphere are often, but not always, marked clearly. Potential areas may include: fueling areas (such as gas stations); below deck on boats; fuel or chemical transfer or storage facilities; vehicles using liquefied petroleum gas (such as propane or butane); areas where the air contains chemicals or particles (such as grain, dust, or metal powders); and any other area where you would normally be advised to turn off your vehicle engine. Simulation devices used with the Axon VR system contain wireless transmission technology that transfers radio frequencies over the air as a form of energy transfer. Wireless transmission has been deemed a risk factor in igniting an explosive environment. Do not use the Headset, VR Controllers, simulation devices, or any other components of the Axon VR system in an explosive environment.



## **WARNING! HEALTH INFORMATION**

**Preexisting Medical Conditions.** Ask your doctor before using the Headset if you are pregnant, elderly, have any binocular vision anomaly, neurological disorder, or psychiatric disorder. Refer to your doctor if you suffer from a heart condition or other serious medical condition.



## **WARNING! FREEDOM OF MOVEMENT RISKS**

**Risks Associated with Freedom of Movement.** Wearing the VR Headset prevents you from seeing your immediate surroundings. Do not use VR products where there is not room for you

# Virtual Reality (VR) Training Safety and Health Warnings



## **WARNING! FREEDOM OF MOVEMENT RISKS**

to move around freely. Choose a training area free of objects and other people that may interfere with the simulation.

To prevent injuries, take the following precautions:

- 1 Sitting or standing, ensure you have a clear, open space to participate in VR.
- 2 Where you are in the room and how you are positioned when you power up the Headset will determine your point of view. Put on and power up the Headset only after you are standing or seated how you will be positioned for the VR experience.



## **WARNING! TRAINING ENVIRONMENT SAFETY**

**The Headset must be set up and used in a safe environment.** The VR Headset produces/causes an immersive experience that can distract users and block their perception of their actual surroundings. The Headset should only be used indoors.

Always ensure that users are aware of their surrounding before starting and while in use of the Headset. You as a user are responsible for creating and maintaining a safe training space. The VR Headset should be used in a clear and safe area, including overhead. Serious injuries can occur from tripping or running into walls, furniture, objects, or people.



## **WARNING! AVOID WEAPONS CONFUSION**

Do not confuse real law enforcement tools and weapons with simulated devices used in the Axon VR system. Keep firearms, TASER energy weapons, live TASER cartridges, and other weapons out of the training area.



## **WARNING! BATTERY AND CHARGING**

Use the supplied charger for charging the Headset. Only plug the Headset into a proper wall charger.

VR Controllers that simulate the TASER 7 and TASER 10 energy weapons use battery packs designed for these energy weapons. Only use these batteries with the VR Controllers. Only recharge these batteries in a TASER Weapons Dock.

The VR Controllers have a USB-C connector used as a backup for pairing and updating firmware. **DO NOT** use the USB-C connector for recharging.

Simulation devices used with the VR system are powered by batteries. Only use recommended batteries with these devices.



## **WARNING! SIMULATED WEAPONS**

Some VR experiences use controllers that simulate the TASER 7 or TASER 10 in size and feel, but are white in color. These TASER 7 and TASER 10 VR Controllers are not functional TASER energy weapons and should not be confused with functional TASER energy weapons. TASER 7 and TASER 10 VR Controllers should only be used for training purposes in Axon VR experiences.

# Virtual Reality (VR) Training Safety and Health Warnings

## **WARNING! SIMULATED WEAPONS**

Do not use TASER simulation devices or other simulation devices that resemble weapons where your use of the simulators could cause confusion with actual weapons.

## **CAUTION! CONTROLLER, SENSORS, AND ACCESSORIES**

Take care to not drop any VR equipment or let it slip from your hand while in use.

Simulation devices used with the Headset contain sensors. These sensors are not as rugged as the law enforcement tools and weapons they simulate. Avoid dropping them or subjecting them to rough handling.

Simulation devices may require calibration or pairing with the Headset. These cautions may apply to other accessories used with the VR system.

## **CAUTION! HEADSET TEMPERATURE**

Do not expose the Headset to extreme temperatures.

- 1 Avoid hot areas. Keep the Headset away from radiators, stoves, amplifiers, and other heat sources.
- 2 If the Headset appears to be overheating, discontinue use and contact the manufacturer.
- 3 Do not expose the Headset to fire or smoking products.
- 4 Avoid using the Headset after taking it from an area of one temperature extreme to another.



## **CAUTION! HEADSET DAMAGE**

Do not expose the Headset lenses to direct sunlight.

The Headset manufacturer may change product specifications and safety procedures without notice.

## **CAUTION! DISASSEMBLY AND DISPOSAL**

Do not disassemble. Refer to your agency's Guidance for proper handling and disposal.

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### CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

**Axon Enterprise, Inc.**

Bidder's/Proposer's Legal Company Name

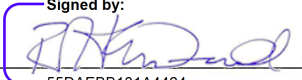
does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)

of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Robert E. Driscoll, Jr.

Title of Bidder's/Proposer's Authorized Representative: Deputy General Counsel

Signature of Bidder's/Proposer's Authorized Representative:   
Signed by: 55DAEBB131A4424...

Date: 11/19/2025 | 9:50 AM MST



### HUMAN TRAFFICKING AFFIDAVIT

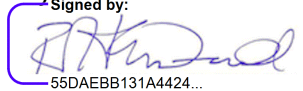
The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

Axon Enterprise, Inc. does not use coercion for labor or services as defined in Section [787.06, F.S.](#)  
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Robert E. Driscoll, Jr.

Title of Contractor's Authorized Representative: Deputy General Counsel

Signature of Contractor's Authorized Representative:   
Signed by:  
55DAEBB131A4424...

Date: 11/19/2025 | 9:50 AM MST