
**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers
(Effective January 14, 2015)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

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

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

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

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

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

Entire Agreement. These Sales Terms and Conditions, along with the quote, sales order acknowledgement, the applicable product warranty, license and service agreement(s), your Request for Proposal Number 3347 ("RFP"), and our response thereto ("**Response**") constitute the entire agreement between the parties. Copies of the following are attached and fully incorporated into these Sales Terms and Conditions:

- **Exhibit A:** Request for Proposal Number 3347
- **Exhibit B:** TASER's Response to Request for Proposal Number 3347
- **Exhibit C:** Professional Services Agreement
- **Exhibit D:** Evidence.com Master Service Agreement
- **Exhibit E:** TASER International, Inc.'s Sales Terms and Conditions for the Evidence.com Dock and AXON Flex™ and AXON Body Cameras TASER Assurance Plan (U.S. Only)

In the event of a conflict between these Sales Terms and Conditions and either the RFP or Response, these Sales Terms and Conditions Agreement shall control. In the event of a conflict between the terms of the RFP and the Response, the Response shall control.

These Sales Terms and Conditions supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, any service and license agreement(s), are intended to be discharged or nullified. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

Governing Law. The laws of the State of Kentucky, without reference to conflict of law rules, govern these Sales Terms and Conditions and any dispute of any sort that might arise between the parties. The

United Nations Convention for the International Sale of Goods does not apply to these Sales Terms and Conditions.

TASER International, Inc. By: <u>[Signature]</u> Name: <u>Luke Lerson</u> Title: <u>President</u> Signature Date: <u>4/30/15</u> Address: 17800 N. 85th Street Scottsdale, AZ 85255 Attn: General Counsel Email: legal@taser.com	Louisville/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department (KY) By: <u>[Signature]</u> Name: Steve Conrad Title: Chief of Police Signature Date: <u>5/5/15</u> Address: 633 West Jefferson Street Louisville, KY 40202 Email: _____
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EXHIBIT A Request For Proposal

Louisville/Jefferson Co Metro Government

RFP Number: 3347

Revision: 0
Date: 22-DEC-14

Sealed proposals will be received until 3:00 PM. Names of all responders will be read aloud at that hour and date specified and under following conditions:

Proposals received after 3:00 PM on Reply By Date will not be opened.

On proposals amounting to \$2000 or over, successful bidder may be required to execute and give performance bond for full amount, by a Surety Company authorized to do business in the Commonwealth of Kentucky.

Proposers must submit all pages of RFP document.

Mark envelope with RFP Number, Reply By Date and Address to:
OMB - Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 22-JAN-15

Description

- 1 A price contract for a portion of Louisville Metro Government's need for Body - Worn Camera System for a twelve (12) month peroid, per the departmental specifications, terms and conditions.

SUBMIT BIDS WITH ONE (1) COMPLETE ORIGINAL (please mark as original) AND FOUR (4) COPIES PLUS ONE (1) COMPLETE COPY ON CD. All four copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Peter Langlois at (502) 574-3436.

MILESTONE DATES:

BID RELEASED: MONDAY, DECEMBER 22, 2014
QUESTIONS SUBMITTED: MONDAY, JANUARY 12, 2015 BY 3:00 PM ET
ANSWERS POSTED: FRIDAY, JANUARY 16, 2015
BID OPENS: THURSDAY, JANUARY 22, 2015 AT 3:00 PM ET

FIRM NAME: _____
OFFICIAL'S SIGNATURE: _____
ADDRESS: _____
PHONE: _____
DATE: _____

EXHIBIT A

CHECKLIST FOR BIDDERS/RESPONDERS

Information must be completed by an authorized employee or agent for the company.

	Complete on cover page (bottom right hand corner)
	Submit all pages of bid/proposal and requested copies.
	Submit 5% bid bond or certified check if required.
	Complete Good Faith Effort (GFE) paperwork and submit with bid/proposal. Contact Human Relations Commission at the number on the form for assistance.
	Complete Section III Recognize Addenda (if applicable) of authorized employee or agent for bid submittal Indicate applicable preferences (local, living and apprenticeship) See Section 1 for details Provide information and signature
	Submit W-9 Form
	Submit insurance certificate if available, according to insurance requirements in Section IV. The certificate will be required of the successful bidder prior to award.
	Submit all documents required per the general specifications and/or evaluation criteria
	Price sheet must be completed, if applicable
	Complete required affidavit for bidders claiming qualified bidder status and resident bidder status. Must be notarized.

Rev 12/10/12

G:\Forms\Checklist for Bidders Responders

ATTENTION ALL BIDDERS WHO DO NOT PLAN TO SUB-CONTRACT ANY WORK:

TO BE DEEMED RESPONSIVE TO THIS BID, YOU MUST COMPLETE AND SIGN FORM GFE-1.

BELOW IS THE SECTION YOU WILL NEED TO FIND AND COMPLETE ON THE GFE-1 FORM WITHIN THIS BID/RFP. DO NOT COMPLETE THIS PAGE. THIS IS ONLY A SAMPLE!

DIVISIONS OF WORK (BIDDER WILL SELF-PERFORM)

Signature of Company Official: _____

Date: _____

Printed Name: _____

IF YOU DECIDE TO SUB-CONTRACT THE WORK AFTER SUBMITTING YOUR RESPONSE, YOU SHOULD COMPLETE AND SEND FORM GFE-3.

EXHIBIT A



GOOD FAITH EFFORT ("GFE") REQUIREMENTS

Participation by certified female owned, certified handicapped owned, or certified minority owned business entities or utilization by contractors of certified female, certified handicapped, or certified minority owned business as subcontractors, if the contract requires or warrants the use of subcontractors, is strongly encouraged and will be a consideration in determining the award of a contract.

All contractors are to utilize their best good faith efforts to utilize subcontractors, certified female owned, certified handicapped owned, and certified minority owned businesses if the procurement situation requires or warrants the use of subcontractors. Good faith efforts by contractors shall be made to reach the goals established by Metro Code of Ordinances § 37.67.

Under Metro Code of Ordinances §37.67, Louisville Metro Government has adopted the following minimum utilization goals for its annual procurement expenditures with certified minority owned, female owned and handicapped owned business enterprises ("MFHBEs"):

- 15% for certified minority owned businesses;
- 5% for certified female owned businesses; and
- 0.5% for certified handicapped owned businesses.

Failure to meet such goals will not result in disqualification from participation in the particular procurement process. Contractors, however, will be expected to provide written explanations (See attached GFE Forms) to the Executive Director of the Human Relations Commission of efforts they have made to utilize as subcontractors from certified minority, female and handicapped owned businesses.

Good faith efforts of a potential bidder include, but are not limited to the following:

- Attendance at pre-bid meetings, if any, scheduled to inform MFHBEs of prime and subcontracting opportunities;
- Advertisement in general circulation media, trade association publications, and minority and female business enterprise media to provide notice of subcontracting opportunities;
- Communication with the Human Relations Commission Office seeking assistance and identifying available qualified MFHBEs;
- Efforts made to select portions of work for MFHBE subcontracting in areas with established availability or MFHBE subcontractors;
- Providing a minimum of ten days written notice to known qualified MFHBEs that their interest in prime and subcontracting opportunities or furnishing supplies is solicited;
- Efforts to negotiate with qualified MFHBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.
- Efforts made to assist qualified MFHBEs meet bonding, insurance, or other governmental contracting requirements.

These requirements are contractual obligations and will be included in the construction contract. Failure to comply may result in a finding of breach of contract, possible disqualification of the Bidder to bid on future contracts, or a claim for damages.

EXHIBIT A

SUBCONTRACTOR AND SELF-PERFORM WORK LIST (FORM GFE-1)

FORM GFE-1 DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-1 will result in bid rejection)

- Bidders shall list ALL Subcontractors/Suppliers to be used on this contract regardless of the dollar amount on Form GFE-1. If this bid includes bid alternates for additional work, Bidders shall list ALL Subcontractors/Suppliers who will be used if Louisville Metro elects to contract the additional work.
- Bidders are required to make good faith efforts to subcontract with MFHBES for every division of work available in this bid opportunity ("Divisions of Work") unless the work will be self-performed by the Bidder.
- Bidders shall list any GFE Divisions of Work they intend to self-perform and separately list any GFE Divisions of Work where the identity of the subcontractor who will perform the work is undetermined at bid time.

NOTE: If you are not using subcontractors, you should indicate "ALL" in the "Divisions of Work (Bidder Will Self-Perform)" section, sign and submit the form.

- Examples of Divisions of Work to be listed on Form GFE-1 include, but are not limited to: clearing/earthwork, site concrete, asphalt paving, framing, painting, flooring plumbing, electrical, and HVAC. The number of subcontracting opportunities or Divisions of Work for GFE purposes may be greater and/or different than the divisions of work that might be outlined in the technical specifications.
- Best good faith efforts require that Bidders make contact with each MFHBE at least ten (10) calendar days before bid opening and that MFHBES be provided the same information as other subcontractors/suppliers.
- Bidders shall contact MFHBES by letter, fax or email ("Written Communication") to advise them of potential subcontracting opportunities.
- Bidders should follow up the Written Communication with telephone calls to each MFHBE contacted to determine if a bid will be submitted or if further information is required. A MFHBE need not be contacted if that MFHBE responds to the Written Communication with a statement that the MFHBE will not bid on this project or if a MFHBE has already submitted a sub-bid.

MFHBE SUBCONTRACTOR GFE LOG (FORM GFE-2)

FORM GFE-2 WITH ATTACHED WRITTEN COMMUNICATIONS DUE DAY AFTER BID OPENING BY 4:00PM - FROM ALL BIDDERS - TO LOUISVILLE METRO HUMAN RELATIONS COMMISSION (Failure to timely submit Form GFE-2 will result in bid rejection and failure to timely submit the attached Written Communications may result in bid rejection, at the Metro Government's discretion)

- Each Bidder shall submit with the Form GFE-2 one copy of each Written Communication sent to a MFHBE Subcontractor/Supplier to solicit bids for this project.

- **Optional Good Faith Efforts**

Bidders should consider public advertisements, attendance at pre-bid meetings, and technical and/or financial assistance to MFHBES as part of their good faith efforts activities. Such activities should be listed on GFE-2 with written documentation of such activities attached.

SUBCONTRACTOR PAYMENT CERTIFICATION (FORM GFE-3)

FORM GFE-3 DUE EACH MONTH OF THE CONTRACT PERIOD

- The reporting of subcontractor payments for all Louisville Metro Government contracts will be accomplished by using the Form GFE-3, which must be submitted monthly to the Louisville Metro Human Relations Commission.
- The Form GFE-3 requires the listing of invoice numbers sent to the responsible Metro departments for payment. The amounts listed on the form should equal the total amount billed to Louisville Metro Government for the applicable month.

All forms are available on the Louisville Metro Human Relations Commission website:

<http://www.louisvilleky.gov/HumanRelations>

Louisville Metro Human Relations Commission • 410 W. Chestnut Street, Suite 300A • Louisville, KY 40202
502-574-3631 phone • 502-574-3577 fax • 502-574-4332 TDD



Louisville Jefferson County
Metro Government

**LOUISVILLE METRO POLICE
DEPARTMENT**

REQUEST FOR PROPOSAL # 3347

BODY-WORN CAMERA SYSTEM

TABLE OF CONTENTS

REQUEST FOR PROPOSAL

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
- III. Proposer Information and Proposer Signature Page**
- IV. Insurance and Hold Harmless Agreement**
- V. General Specifications**
- VI. Evaluation Criteria**
- VII. Documents Applicable to Kentucky Statutory Purchasing Preferences**

SECTION I

INSTRUCTIONS TO PROPOSERS

- A. The Louisville/Jefferson County Metro Government ("Metro Government") is now accepting Proposals for a Body-Worn Camera System.
1. The process of accepting Proposals and choosing the successful proposer shall be by sealed Requests for Proposals ("RFP's") using the competitive negotiation process under KRS 45A.370. The Metro Government, if it chooses to award a contract based on this Proposal, shall do so on the basis of the Proposal which is most advantageous to it based upon the Evaluation Criteria set forth herein at Section VI (KRS 45A.370 (5)).
 2. The Metro Government finds that a purchase through competitive negotiation is necessary because:
(check one of the reasons below)

 (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.

 (b) Sealed bidding is inappropriate because the available sources of supply are limited.

 (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.

 (d) Sealed bidding is inappropriate because the price is regulated by law.

 (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.

 (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower than the lowest rejected bid by any responsible bidder.
 3. The Metro Government shall conduct written or oral discussions with all responsible proposers who submit Proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where the Metro Government can clearly demonstrate and document from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item, the Metro Government may make an award on the basis of the original submitted Proposals.
 4. Proposers shall disregard any reference in this document to this solicitation being a bid – this is a Request for Proposals.

EXHIBIT A

Steps to Take Before Submitting a Proposal

1. Revenue Commission:

- A. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid.
- B. If you become the successful Proposer, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of a contract.
- C. You must provide your Revenue Commission Number on the Proposer Information and Proposal Signature Document in Section III, unless you do not yet have one.
- D. For further information, call the Revenue Commission at (502) 574-4860.

2. Human Relations Commission:

- A. There are two affirmative action requirements which apply to Metro Government Contracts: 1) Affirmative Action in Employment and 2) Affirmative Action in the subcontracting of Minority, Female and Handicapped-owned businesses.

B. Affirmative Action in Employment

- a. The Louisville Metro Human Relations Commission is required determine whether contractors' employment policies assure employment opportunities are available to all citizens without regard to race, color, religion, national origin, marital status, handicap, sex, sexual orientation or gender identity, or age.
- b. To make this determination, the Human Relations Commission will make an inquiry of the successful Proposer pursuant to Louisville Metro Ordinances Section 37.27.
- c. If Purchasing informs you that you are the successful Proposer, you will need to contact the Human Relations Commission at 502-574-3631 for information and assistance on procedures to follow in becoming approved and qualified pursuant to Louisville/Jefferson County Metro Government Ordinances.
- d. Proposer acknowledges that this Agreement is subject to Louisville/Jefferson County Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of those Ordinances will be cause for suspension, termination or cancellation of a contract executed hereunder, or rejection of Proposer's Proposal.

C. Affirmative Action in Subcontracting

- a. Generally, either a Proposer will use subcontractors or it will do all the work itself.
- b. If You Won't Use Subcontractors
 1. You must complete and sign Form GFE-1, which is included with this Proposal in the Human Relations Commission's "Good Faith Efforts Requirements" document, to indicate work will be self-performed.
 2. NOTE: If you fail to complete Form GFE-1, your Proposal will be rejected as nonresponsive.

c. If You Will Use Subcontractors

1. You must follow the instructions and complete the forms in the "Good Faith Efforts Requirements" document included with this Proposal. This includes but is not limited to making the required good faith effort, as that term is defined in the document.

B. Preferences:

1. Living Wage Preference:

- A. If your business pays its employees at least \$9.00/hour, the prices you Proposal shall be reduced by 5% for the purpose of determining the lowest Proposal price, subject to the following conditions:
 - a. You must complete the Living Wage Preference Certification on the Proposer Information and Signature Page included in this Proposal.
 - b. If this Proposal is for services, and you intend to use subcontractors to perform all or part of the work required under the contract, you shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.
 - c. If you receive the Living Wage Preference and are awarded a contract under this Proposal, then you must post a sign of the \$9.00 minimum wage rate in a conspicuous place and manner so as to inform employees and the public of your minimum wage policy.
 - d. If you certify your business as a minimum wage one, are subsequently awarded a contract, and the Metro Government discovers you do not pay your employees at least \$9.00 per hour, your business will be liable to the Metro Government for 30% of the amount of the contract awarded.

2. Local Vendor Preference:

- A. The Metro Government gives Proposals submitted by local vendors a preference.
- B. To qualify as a local vendor, your company must:
 - a. Be established in the Louisville Metropolitan Statistical Area ("MSA"), as defined by the United States Census Bureau for twelve consecutive months and have an up-to-date Revenue Commission Number.
 - b. Have your headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least twelve consecutive months prior to the date of this Proposal (the date is on the first page of this RFP package).
 - c. Determine whether the City or County within the Louisville MSA in which your business is located has the required reciprocal ordinance which recognizes business located within the Louisville MSA as local businesses for the purpose of a procurement preference. You must include a copy of the reciprocal ordinance with your Proposal.
 - d. Utilize local businesses to furnish at least 75% of the services under a contract awarded hereunder unless such services are not available locally.
 - e. Proposer must indicate that it wants to be considered a local business and receive the preference by checking the relevant line on the

Proposer Information and Proposal Signature Page. This information must be submitted along with your Proposal.

- f. If the Metro Government determines your business is a local business, based on the standards described here, then your business shall receive a 5% reduction of the total amount you propose or 5 points added to your evaluated Proposal total, depending on the type of Bid evaluation process the Metro Government has decided to use.
- g. If the Metro Government concludes your business is a local one for the purposes of this Proposal, and that determination is based on false information, the Proposer shall be subject to a fine equal to 25% of the price quoted in this Proposal.
- h. Any Proposer who is denied local business status may appeal that denial to the Director of Purchasing within 5 days of the denial letter date. Your petition must outline the reasons why your business should be determined to be a local one. The Director of Purchasing will conduct a hearing for consideration of the appeal. The decision of the Director shall be final.
- i. Any business may challenge the grant of a local vendor preference to another company. Any challenges must be made in writing within 3 business days following the day a contract is awarded under this Proposal. The challenge must outline why the local vendor preference shouldn't have been awarded. The Director of Purchasing will hold a hearing to hear the argument of the challenger. The Director of Purchasing will make a decision and that decision shall be final.
- j. This preference applies in addition to any other preference applicable under this Proposal.

3. Construction Contracts:

- A. For construction contracts above \$250,000, the Proposer may be able to receive an apprenticeship preference. See Section II, subsection 2.4, B of this Proposal for requirements and information.
- B. For construction contracts above \$25,000, you must furnish bonds. See Section II, subsection 2.4, C for requirements and information.

4. Kentucky Statutory Preferences:

- A. The Commonwealth of Kentucky requires the Metro Government to apply certain purchasing preferences as set forth in Kentucky Revised Statutes ("KRS") Sections 45A.470, 45A.490, 492 and 494. These statutes are included in this RFP in Section VII, "Documents Applicable to Kentucky Statutory Preferences". The Kentucky Finance and Administration Cabinet has promulgated administrative regulations to provide direction to entities like the Metro Government as to the procedure which the Metro Government must follow to apply these preferences correctly. These regulations are also included in this RFP in Section VII, Subsection B.

B. The required preferences are as follows:

a. Kentucky Correctional Industries Preference:

- 1. If products or services are produced by Kentucky Correctional Industries ("KCI") and the Metro Government needs to purchase some of those items or services, the Metro Government must first attempt to buy them from KCI. This is required by KRS 45A.470. The Kentucky Administrative Regulations, 200 KAR 5:410, Section 2, Item 1, require the Metro Government to give products made by KCI "a preference equal to twenty (20) percent of the maximum

points awarded to a bidder...” The kinds of products and services made by KCI include but are not limited to those listed at <http://kci.ky.gov/Pages/products.aspx>, and include the following:

2. The Proposer agrees that, should the Metro Government award a contract under this RFP which violates KRS 45A.470, that the Metro Government may terminate that contract immediately and that Proposer hereby releases and forever discharges the Metro Government, its employees, successors, subsidiaries and assigns, from any and all claims, demands, obligations, liabilities or damages in any way arising out of or related to that contract.
- b. Preference for Kentucky Industries for the Blind, any nonprofit corporation which furthers the purposes of KRS Chapter 163, and qualified nonprofit agencies for individuals with severe disabilities:
1. In addition to the preference for the products and services of KCI, the following “qualified proposers” will receive a preference equal to fifteen (15) percent of the maximum points awarded to a proposer in a solicitation: Kentucky Industries for the Blind, any nonprofit corporation that furthers the purposes of KRS Chapter 163 and any qualified nonprofit agencies for individuals with severe disabilities as defined in KRS 45A.465(3). Other than Kentucky Industries for the Blind, a proposer claiming “qualified proposer” status shall submit along with its response to the solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified proposer. If requested, failure to provide documentation to a public agency proving qualified proposer status may result in disqualification of the proposer or contract termination. The required affidavit is included in Section VII of this RFP under the title “Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status.”
- c. Kentucky Reciprocal Preference for Kentucky-Resident Proposers:
1. The scoring of proposals is subject to a Reciprocal preference for Kentucky resident proposers as provided in KRS 45A.490 to 45A.494.
 2. Process - Determining the residency of a proposer for purposes of applying a reciprocal preference
 - i. Any individual, partnership, association, corporation, or other business entity claiming resident proposer status shall submit along with its response the Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status, which is included in this RFP in its Section VII. The Metro Government reserves the right to request documentation supporting a proposer’s claim of resident proposer status. Failure to provide such documentation upon request shall result in disqualification of the proposer or contract termination.
 - ii. A nonresident proposer shall submit, along with its response, its certificate of authority to transact business in the Commonwealth as filed with the

Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that proposer. If the proposer is not required by law to obtain said certificate, the state of residency for that proposer shall be deemed to be that which is identified in its mailing address as provided in its proposal.

- iii. The Metro Government shall apply the reciprocal preference required by KRS 45A.490 – 45A.494 as directed by 200 KAR 5:400, the language of which appears in Section VII.

C. Proposal Submittal Requirements

1. All Proposals must be signed by a duly authorized officer, agent or employee of the Proposer (See the “Proposer Information and Proposal Signature Page” at section III). Proposer promises that the individual signing the Proposal document for the Proposer has the authority to bind the Proposer.
2. Sealed Proposals will be received at the office of Louisville Metro Office of Management and Budget, Division of Purchasing until 3:00 p.m. on Thursday, January 22, 2015 at 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202.
 - a. Proposers must deliver their Proposals to this address during normal Metro Government business hours.
 - b. Mailing the Proposal with the intent that the Metro Government receives it before scheduled closing time for receipt of Proposals is not sufficient.
 - c. The Metro Government shall not consider for award Proposals received after the 3:00 p.m. deadline on Thursday, January 22, 2015.
3. Submit Proposals with a complete original (mark as original) and submit required copies indicated in this document.
4. Any inquiries about this Proposal after the opening date shall be addressed in writing to:

Director of Purchasing
Louisville Metro Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202
5. Proposer Questions and Inquiries: Proposers who have questions and inquiries concerning this Proposal prior to the Proposal opening may contact:

Major Robert Schroeder
Louisville Metro Police Department
633 West Jefferson Street
Louisville, KY 40202
robert.schroeder@louisvilleky.gov
6. Changes, Clarifications, Errors, Addenda:
 - a. If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the Proposal, Proposer shall immediately notify Metro Government of the error in writing and request modification or clarification

EXHIBIT A

additional charge. Plans and specifications may not be obtained from the Louisville Metro Purchasing Office.

9. The Metro Government shall not permit a Proposer to withdraw its Proposal for sixty days after Proposals are opened, unless the Metro Government makes a specific exception in writing.
10. Metro Government shall not be responsible for any cost incurred by the Proposer in the preparation of its Proposal.
11. If the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

of the document. Should a prospective Proposer find a discrepancy in or omissions from the specifications, or be unclear as to what the specifications mean, the Proposer shall notify the Metro Purchasing Director in writing. The Director will send written clarifications to all prospective Proposers. Proposer agrees that the Metro Government will not be responsible for any oral instructions.

- b. Clarification of Submittal: The Metro Government may obtain clarification or additional information from a Proposer.
 - c. Changes/Alterations: Proposer may change or withdraw its Proposal at any time prior to Proposal opening. Only written requests for changes of a previously submitted Proposal, received by Metro Government prior to the scheduled deadline for receipt of Proposals, will be accepted. The Proposer must put the written request in a sealed envelope which is plainly marked "modification of Proposal". The Proposal, when opened, will then be corrected in accordance with the written request.
 - d. The Proposer must respond as required in this Proposal; failure to make any required response or provide required information may cause rejection of the Proposal as nonresponsive. Proposer must submit its Proposal in the same order of pages in which the Metro Government published the Proposal. Any notes and comments may be made on an attachment. All notes and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the Proposal. Any corrections to entries made on Proposal forms should be initialed by the person signing the Proposal. All Proposals shall be returned in a sealed envelope with the Proposal number and opening date stated on the outside of the envelope.
 - e. Once this Proposal has been signed and received by the Purchasing Department of the Metro Government, Proposer will not be allowed to alter or withdraw its Proposal except with the written permission of the Director of Purchasing.
 - f. Addenda: The Metro Government may issue an addendum, or addenda, changing some aspect of the Proposal. All addenda, if any, shall be considered in making the Proposal, and such addenda shall be made a part of this Proposal. Before submitting a Proposal, it is incumbent upon each Proposer to be informed as to whether any addenda have been issued, and the failure to cover in the Proposal any such addenda may result in disqualification of that Proposal.
7. Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the Proposer's Proposal. Additional documentation shall not serve as a substitute for other documentation which is required to be submitted. Proposer shall provide samples if the Proposal so requires.
8. Plans and specifications, if applicable, may be ordered from:
- Lynn Imaging
11460 Bluegrass Parkway
Louisville, KY 40299
(502) 499-8400

There will be a charge for the plans and specifications. When ordering the plans check with Lynn Imaging for the exact cost. Out-of-town vendors shall make arrangements with Lynn Imaging to have the plans and specifications shipped for an

SECTION II
GENERAL PROVISIONS

2.1 Payment terms shall be Net 30 days.

2.2 Pricing:

- A. Proposal prices shall be firm for six (6) months after the Proposal opening date.
- B. Project-Specific Contracts:
 - 1. Pricing for specific Metro Government projects shall not change for the duration of the contract, including all renewals.
- C. Non-Project Specific Contracts, Including Price Contracts (see Section 2.4):
 - 1. For non-project-specific contracts, including Price Contracts, Proposer agrees that prices shall not change for the first year of that contract.
 - 2. If a contract is renewed, all price increase requests after the first year must be submitted in writing to the Purchasing Division, 611 West Jefferson Street, Mezzanine Level, Louisville, KY 40202. Upon notification by the vendor of documented market increases, Proposer agrees that the Metro Government may either accept the price change or terminate the contract. Increases shall not be effective until the Metro Government's approval of them is received by the Proposer in writing.
- D. Prices quoted shall be exclusive of the State and Federal Excise Tax, since the Metro Government is exempt from them.
- E. Time discounts or cash discounts shall not be considered in Proposal evaluation.
- F. Prices for any Proposal item shall not be contingent upon the purchase of any other Proposal item.
- G. If 'approximate yearly usage' is supplied, it is only to aid vendors in preparation of Proposals and under no circumstances binds the Metro Government to purchase those amounts.
- H. Proposer should show unit prices and extended prices (unit prices multiplied by the number of units proposed to be purchased).
- I. If this Proposal is for a stated number of items, the Metro Government may request that the Proposer extend the offered Proposal pricing to a future purchase or purchases, for up to one year after the date a contract under this Proposal has been executed. If the Proposer agrees to extend the pricing, the Metro Government may purchase those items by issuing an additional Purchase Order or Orders, as the case may be.
- J. Proposer shall provide prices for goods as FOB Delivered.

2.3 Special Conditions for Price Contracts:

- A. A "Price Contract" is an agreement for the purchase of goods and possibly services which the Metro Government may utilize to fill its needs throughout the term of the contract. It is not a contract for a specific project, though purchases may be made for particular projects as the need arises. A Price Contract does not obligate the Metro Government to purchase any amount of the Proposal goods or services.
- B. Any government entity in Kentucky shall have the option of making purchases under a Price Contract executed under this Proposal.
- C. If a price contract is awarded hereunder, the Proposer agrees the Metro Government may nonetheless issue a separate Proposal for the products or services which are the subject of this Proposal.

2.4 Special Conditions for Construction Contracts:

- A. All Proposers are required to visit job site to completely familiarize themselves with all existing conditions, measurements, etc., and be responsible for same.

EXHIBIT A

B. Apprenticeship Programs (Applicable only for construction contracts estimated to cost over \$250,000.00):

1. The Metro Government provides a Proposal preference for Proposers who have qualified apprenticeship programs.
2. To qualify for this preference, Proposer must meet the following criteria:
 - a. At least 15% of the total labor hours performed under the contract must be performed by apprentices in a qualified apprenticeship program.
 - A. Qualified Apprenticeship Program” means a written plan containing all terms and conditions for the qualification, recruitment, selection, employment, and training of apprentices in construction or construction related services which has been registered and approved by Federal Office of Apprenticeship Training, Employer and Labor Services or by the Supervisor of Apprenticeship and Training, Kentucky Labor Cabinet.
 - b. The Proposer must submit with its Proposal :
 1. A certified copy of the registered apprenticeship program as sworn to by a notary public; and
 2. The number of apprentices enrolled in the program at the time the Proposal is submitted.
 3. If Proposer wishes to receive the apprenticeship preference, it must certify that it meets the required criteria by completing the affirmation on the Proposer Information on Proposal Signature Page.
 - c. If the Metro Government determines that Proposer meets the criteria for having a qualified apprenticeship program, Proposer’s Proposal price shall be reduced by 3% or 3 points shall be added to Proposer’s Proposal, depending on the evaluation process the Metro Government uses.
 - d. If awarded a contract under this Proposal, Proposer shall maintain payroll records pertaining to the work performed under that contract. The Metro Government may inspect those records if it deems doing so necessary. The Proposer shall maintain the records for at least six months after completion of the contract work.
 - e. If the Proposer provides false information and, because of that information, the Metro Government determines Proposer has a qualified apprenticeship program and awards a preference for that, then the qualified Proposer shall be subject to a fine equal to 25% of the total cost Proposal for the work hereunder.
 - f. This preference, if granted, will be added to the Local vendor Preference, if applicable.

C. Bonds (Applicable for Construction Contracts)

1. For construction projects awarded with a value of more than \$25,000.00, Proposer must furnish the following bonds when it submits its Proposal:

a. Proposal (Bid) Bond:

1. Proposer is required to furnish a Proposal (Bid) Bond in an amount of not less than five percent (5%) of its base Proposal. This may be in the form of a Proposal (Bid) Bond, Certified Check or Cashier's Check. No personal checks will be accepted. The Proposal (Bid) Bond shall be supplied at the time of the Proposal opening.
2. Proposer's security shall be a bond provided by a surety company authorized to do business in Kentucky.

b. Performance Bond:

1. The successful Proposer must submit a performance bond satisfactory to the Metro Government executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the Metro Government, in an amount equal to one hundred percent (100%) of the contract price as it may be increased.

c. Payment Bond:

1. The successful Proposer must submit a payment bond satisfactory to the Metro Government, executed by a surety company authorized to do business in Kentucky, or otherwise supplied, satisfactory to the Metro Government, for the protection of all persons supplying labor and material to the Proposer or its subcontractors for the performance of the work provided for in this Proposal. The bond shall be in an amount equal to one hundred percent (100%) of the original contract price.

2.5 Special Conditions Applicable to Contracts for the Purchase of Goods (including Price Contracts, if those contracts are for the purchase of goods):

- A. Proposer must submit all factory literature and supporting documentation with each submitted copy of its RFP.
- B. Bidder shall provide prices for goods as FOB Delivered. Metro shall not pay for shipping, handling or any other associated charges for shipping unless specified differently in Section V.
- C. All goods purchased are subject to inspection at the point of delivery by the Metro Government.
- D. Proposer agrees to pay all costs for the return of rejected goods.

2.6 Proposal Reservations: Metro Government may award Proposals in its best interest, reject Bids or any part of them, award contracts in whole or part, waive what it concludes in its discretion are minor problems with Bids, including but not limited to formalities or technicalities. The Metro Government may consider any alternative Bid which meets its needs.

2.7 The Proposer agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, *29 U.S.C. 650 et seq.*, as amended, and KRS Chapter 338. The Proposer will provide training documentation for all standards applicable to the job being bid. Necessary trainings would include, but are not limited to, remediation, abatement, powered industrial truck equipment brought on site by bidder, SDS for all chemicals brought to site by bidder, confined space, fall protection, or any other trainings required by an afore mentioned standard under the scope of work to be bid. The Proposer also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful

EXHIBIT A

working conditions on Metro Government property. Proposer agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

- 2.8 Proposer shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Proposer's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Proposer shall include (without limitation): (a) payroll records accounting for total time distribution of Proposer's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Proposer's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.
- 2.9 As allowed by the Metro Government Finance Manual (Purchasing Policies, Section III, A, 3), multiple contracts may be issued and those contracts, if any, shall be ranked as primary, secondary, etc. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.
- 2.10 Open Records: All materials submitted in response to the solicitation document will become the property of the Metro Government. One copy of a submitted Proposal will be retained for official files and will become public record. In general, under the Kentucky Open Records Act (Kentucky Revised Statutes, sections 61.870 – 61.884), public records of the Metro Government are subject to disclosure to a requesting party. Any material that a vendor considers as confidential, but does not meet the disclosure exemption requirements of the Open Records Act ("ORA"), should not be included in the vendor's Proposal, as it may be made available to the public. If a vendor's Proposal contains materials noted or marked as confidential and/or proprietary that, in Metro's sole opinion, meet the disclosure exemption requirements of the ORA, then that information will not be disclosed in response to a written request for public documents. If Metro does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its Proposal because such information may be disclosed to the public.
- 2.11 Bribery Clause: By his/her signature on the Proposal, Proposer certifies that none of its employees, any affiliate or Subcontractor, have bribed or attempted to bribe an officer or employee of the Metro Government.
- 2.12 Entire Agreement: A contract executed under this Proposal shall include this RFP and the Proposer's response thereto ("Response") and that contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter set forth herein and that contract supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties which will not be embodied in that contract. The contract cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

2.13 Contract Termination:

A. Termination for Cause

EXHIBIT A

1. Metro Government may terminate a contract because a contractor fails to perform its contractual duties.
2. If a contractor is determined to be in default, Metro Government shall notify the contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
3. A default in performance by a contractor for which a contract may be terminated shall include, but not be limited to:
 - a. Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - b. Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - c. Failure to diligently advance the work under a contract for construction services;
 - d. The filing of a bankruptcy petition by or against the contractor; or
 - e. Actions that endanger the health, safety or welfare of Metro Government or its citizens.
4. In the event that, during the terms of this Contract, funds are not appropriated for the payment of the Metro Government's obligations hereunder, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

C. Force Majeure: Neither Proposer nor the Metro Government shall be liable in damages or have the right to terminate a contract executed hereunder for any delay or default in performing that contract if such delay or default is caused by conditions beyond either party's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

- 2.13 Assignment of Contract: The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract without the written consent of the Metro Government shall be void. Proposer agrees that the Metro Government shall consent to any request for assignment or subcontract in its sole discretion. If ownership of Proposer changes, Proposer or its successor firm shall notify Metro Purchasing in writing within 30 days of the Proposer's receiving notice that its ownership is changing, including but not limited to purchase or other transfer.
- 2.14 No Waiver: No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.15 Authority to do Business: The Proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing with all government agencies and

EXHIBIT A

have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The Proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Proposer is authorized to do business in the State of Kentucky, if requested.

2.16 **Governing Law:** The Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding the Contract, the Parties agree that venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to the Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

2.17 **Ability to Meet Obligations:** Proposer affirms that there are no actions, suits or proceedings of any kind pending against Proposer or, to the knowledge of the Proposer, threatened against Proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

2.18 **Per KRS 45A.455:**

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or Proposal therefore, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or Proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

EXHIBIT A

- 2.19 Violations of and Compliance with Kentucky law: Per KRS 45A.485, Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.
- 2.20 The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

2.21 Invoicing Requirements:

A. Proper Invoice:

For an invoice to be a proper invoice the requirements must be set as forth in the agreement or contract; however, in addition, no invoice submitted by Supplier/Contractor will be considered a proper invoice unless the invoice is an original invoice, delivered to the Louisville Metro Government in accordance with the purchase order, and containing the following additional information:

- **Purchase Order or Release Number under which the purchase was made;**
- **Name of Louisville Metro Government Agency and Requestor initiating purchase;**
- **Invoice date;**
- **Vendor Name, Address, and Contact Information, including remittance if different;**
- **Unique invoice number;**
- **Account number or other identifying number agreed to by contract (if applicable);**
- **Description of goods, services or property provided to the Louisville Metro Government;**
- **Date good, services, or property were provided to the Louisville Metro Government;**
- **The quantity, unit and total price of the goods, services, or property provided to Louisville Metro Government matching the contractual amounts.**
- **No shipping costs or fuel surcharges unless permitted in the solicitation;**
- **Applicable discount terms.**

Defective invoices will be returned to Supplier/Contractor and must be updated with the correction information and revised invoice date

B. Invoice Submittal

The Louisville Metro Government now accepts E-Invoices. The electronic submission of invoices expedites review and payment processing. Invoices are currently accepted in .PDF, .XLS, .XLSX, .DOC, .DOCX, and .TXT file formats. Please contact OMB-Accounts Payable at (502) 574-5247 for information on how to submit invoices electronically.

If unable to send invoices electronically please mail invoice to:

**Louisville Metro Government
Business Operations
611 West Jefferson Street
Louisville KY 40202**

To avoid processing delay vendors must choose either electronic or standard mail method for invoice submittal. Invoices must be submitted to Metro Agency requesting the purchase. All Statements of Account must be submitted by mail.

SECTION III

PROPOSER INFORMATION AND PROPOSAL SIGNATURE PAGE

REQUEST FOR PROPOSAL
SUBMITTED BY:

Include this page in your response to this Proposal.

I acknowledge receipt of the following Addenda:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (write in numbers): _____

Living Wage Preference Certification: Does your business pay all full time employees at least \$9.00 per hour and wish to be certified as a minimum wage business for this Proposal? You must check:

Yes: _____ or No: _____

Proposer meets the requirements for designation as a local vendor as described in Section I, C, 2 of this Proposal and wishes to receive the Metro Government's Local Vendor Preference. You must check:

Yes: _____ or No: _____

For construction contracts above \$250,000 only: Proposer meets the requirements for designation as having a qualified apprenticeship program as described in Section I, B, 5 of this Proposal and wishes to receive the Apprenticeship Program Preference. You must check:

Yes: _____ or No: _____

NOTE: Preferences shall not apply on federal-funded bids.

Full Legal Name of Proposer: _____

Authorized Agent Name: _____

Title: _____

E-Mail Address: _____

Address: _____

Telephone: _____

Fax: _____

EXHIBIT A

Authorized Agent Signature: _____

Date: _____

Metro Louisville Revenue
Commission Number: _____

Federal ID Number: _____

**Please include a copy of your W-9 with your submitted Proposal.
This must be submitted prior to the award of a contract.**

The section below will be completed by the Metro Government only if Proposer is awarded a contract under this Proposal.

Louisville/Jefferson County Metro Government

Marian Salmon, Purchasing Administrator

Date: _____

Contract Term:

Effective: _____

Expires: _____

RENEWAL OPTION (Applicable only to Price Contracts):

The Metro Government may renew contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions as the original contract, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew will be sent prior to the expiration date.

Items Covered: All: _____

See Attached: _____

SECTION IV

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

Hold Harmless and Indemnification Clause

All insurance requirements including performance and payment bonds shall be furnished the day a contract issued pursuant to this Proposal is awarded.

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS

Prior to award of contract and delivery of product(s), Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not deliver product(s) under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force the following policy or policies of insurance covering its operations and products, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies. Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

EXHIBIT A

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory, with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury

2. **(If software is included) PROFESSIONAL LIABILITY - Technology Errors and Omissions Liability**- insurance policy, which includes a **minimum** limit of liability of **\$1,000,000** for each Wrongful Act, as well as a **\$2,000,000 aggregate**. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

3. **(If on-site training is provided) WORKERS' COMPENSATION** - insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).

- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government

Purchasing Division
611 West Jefferson Street
Louisville, KY 40202

- C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.**
- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

SECTION V

GENERAL SPECIFICATIONS

Overview

The Louisville Metro Government is the 17th largest city in the United States and the largest city in the Commonwealth of Kentucky. The Louisville Metro Government has an annual operating budget of approximately \$750 million and approximately 5500 employees. The organization is comprised of more than 52 agencies and provides a range of services to its citizens from public safety to parks and recreation.

The Louisville Metro Police Department (LMPD) is the largest police agency in the Louisville Metro area and one of the largest police agencies in the Commonwealth of Kentucky. LMPD has an authorized strength of 1281 sworn officers and approximately 300 civilian employees. LMPD is comprised of eight patrol divisions that cover a combined service area of approximately 371 square miles. LMPD responded to approximately 556,554 calls for service in calendar year 2013.

The Louisville Metro Police Department is undertaking a search for a Body-Worn Camera System for deployment to officers of LMPD. The goal of LMPD is to help make Louisville the safest city in the United States. Body-Worn Cameras will help LMPD achieve this goal by documenting the actions of LMPD officers and the citizens they interact with, recording evidence of criminal activities, and increasing transparency to the citizens that LMPD serves.

A. General Requirements

Vendors shall respond to all general requirement items acknowledging their understanding and ability to conform to the requirements of this RFP. Failure to respond to all requirements is cause for elimination of the proposal from evaluation.

Vendors shall discuss their ability to provide the products or services that Metro needs as outlined in this RFP.

The Louisville Metro Police Department is seeking a body-worn camera system to be worn by officers during patrol and other law enforcement activities. The submitted camera system shall be a production model and should not be a prototype model. The bidder shall also meet the following requirements:

- The submitted camera system shall be able to be worn in a “point-of-view” (POV) manner on the officer’s head area. The bidder shall describe methods of attaching the camera to the officer.
- The submitted camera system shall not solely be required to be worn on the officer’s chest area.
- It is desirable that the camera system be able to operate with vehicle mounted camera systems. The bidder shall describe any capability to operate with a vehicle mounted camera system.
- It is desirable that the camera system be able to be activated by vehicle based triggers. The bidder shall describe the capability of the camera system to be activated with vehicle based triggers that may include lights, sirens, or collision sensors.
- The submitted camera system shall be able to withstand moisture and rain. The bidder shall describe the camera’s ability to withstand moisture and rain, including blowing rain. The bidder shall describe any specifications that camera meets such as MIL-STD.
- The submitted camera system shall be able to withstand heat and cold. The bidder shall list the high and low temperatures the camera can operate under. The bidder shall describe any specifications that camera meets such as MIL-STD.

EXHIBIT A

- The submitted camera system shall be able to withstand a six (6) foot or greater drop. The bidder shall describe the ability of the camera to withstand drop damage. The bidder shall describe any specifications that camera meets such as MIL-STD.
- The submitted camera system shall be able to operate and record viewable images in a variety of lighting conditions including daylight and low/no light conditions. The bidder shall describe the camera's ability to operate in daylight as well as low/no light conditions.
- The submitted camera system shall have a field of view sufficient to capture relevant video images during law enforcement encounters. The bidder shall describe the field of view captured by the camera.
- The submitted camera shall be able to capture pre-record video for a period or thirty (30) seconds or greater. The bidder shall describe the camera's ability to record pre-event video. The bidder shall describe if pre-event recording includes or excludes audio recording.
- The bidder shall describe the audio/video settings of the camera. The bidder shall describe methods for adjusting the video for different quality settings to control for image quality and data size. The bidder shall describe the minimum and maximum video resolutions of the cameras. The user shall describe data file sizes at these resolutions. The bidder shall provide a chart showing the volume of storage for one hour of continuous video recordings at the available frame rates and resolution of the submitted camera system.
- The submitted camera system shall be able to store ten (10) hours or greater of video and audio recordings. The bidder shall describe the recording storage of the device in both data size and video time at each available recording quality.
- The submitted camera system shall be able of capturing metadata to help identify the user, case, date, time and other relevant data to assist in cataloguing, tracking or identifying video recordings. The bidder shall describe the types of metadata that are able to be captured.
- The camera shall not operate in a proprietary format. The camera shall record in industry standard video formats. The bidder shall describe the video formats the camera records in.
- The submitted camera system shall have a battery life of four (4) hours or greater while in active recording and ten (10) hours or greater while in a standby mode. The bidder shall describe the battery life of the camera. This description shall include both active recording modes as well as standby modes.
- The submitted camera system shall have a rechargeable battery. The bidder shall describe all options to recharge the video camera battery.
- The bidder shall describe the method of turning the camera on and off.
- The bidder shall describe the method of activating video recording.
- The bidder shall describe audio tones used to alert the officer.
- The bidder shall describe visual indicators for battery level and camera operation.
- The submitted camera system shall be able to upload video for later storage, cataloguing and retrieval. The bidder shall describe the method of uploading the video files.
- The bidder shall describe any encryption of files, either in transit or at rest.
- The bidder shall describe the anticipated operational lifespan of an individual camera system.
- The submitted camera system shall have the ability to review or playback video for LMPD's internal review process. The bidder shall describe the methods that camera video can be reviewed or played back. The bidder shall specify if this video can be played over a computer network.
- The bidder shall describe any software that is required to operate the camera system, if applicable. The bidder shall describe any software that is required to playback video, if applicable. The bidder must describe any optional software. The bidder shall describe if any described software is client side, server side, or hosted on an external website.
- The bidder must describe any maintenance costs for any required software.
- The bidder must describe any auditing capabilities of any described software.
- The bidder shall describe the chain of custody features of the submitted camera system and any required or optional software.

EXHIBIT A

- The submitted camera system and any required or optional software shall not require administrator privileges on a PC or operating workstation for connection or operation. The bidder shall describe user privileges required to utilize or access the submitted system.
- The bidder shall describe any accessories, additional items, or optional items that may be associated with this camera system. This includes any additional documentation such as software licenses, warranties, or user agreements. The bidder shall include the costs of these additional or optional items.
- The submitted camera system shall be under warranty. The bidder shall describe the warranty applicable to the submitted camera system, including time frame and facets covered by the warranty.
- The bidder shall describe support provided for maintenance and repairs to the camera system.
- The bidder shall describe any training required or provided with the submitted camera system.
- The bidder must provide a suggested implementation plan.
- Cost information for all items in this RFP shall be good for a period of three years.
- The bidder shall submit at least two (2) samples of the submitted camera system and related peripherals for testing and evaluation.

• **Bidder shall provide prices for goods as FOB Delivered, unless allowance for shipping, handling, or any associated charge is specified in this section or on the price sheet.**

Appendix A – Requirements and Scope of Work

Indicate your firm’s ability to meet the specific requirements and desirables outlined in matrix below by checking or initialing the appropriate box.

Requirement or Desirable	Yes	No
Supplier is capable of providing items/services as outlined in Section V, Overview section and those items in Appendix B.		
Equipment or software configurations for delivery to Metro should be designed for		

EXHIBIT A

corporate or government use.		
No service fees or additional costs will be invoiced to Metro by the Supplier during the term of this agreement (except as described in this RFP or mutually agreed upon in writing)		
Prices shall not include "minimum service," or "special service" charges or surcharges.		
Prices shall not include rework fees for non-performance or other errors on the part of the Supplier		
Rush delivery that occurs as a result of Supplier's error (e.g., stock-outs, etc.) shall be free of charge.		
WARRANTY SUPPORT		
Supplier will provide a single point of contact for warranty and support issues		
Supplier will provide a contact number to service the Metro account		
Supplier shall provide technical support.		
Supplier shall warranty that all equipment or software supplied is new OEM.		
Supplier will maintain an incident tracking system for support.		
SERVICES REQUIREMENTS		
Supplier will provide a list of the key members of the company who will be responsible for Metro's relationship within their areas of responsibility.		
Supplier will be available for quarterly reviews of internal customer satisfaction and supplier performance.		
Supplier will submit documentation of any security evaluations of the submitted camera system and any required or optional software.		

Appendix B –Pricing Information

Vendor is to provide detailed pricing for all items proposed. Please add additional columns or rows as needed.

Software	Pricing
Body-Worn Camera System (configured as required to equip a field officer)	
Required Peripherals (if applicable)(bidder may attach an itemized list)	
Optional Peripherals (if applicable)(bidder may attach an itemized list)	
Professional Services (if applicable)	
Required Software (if applicable)	

SECTION VI

EVALUATION CRITERIA

After receipt of RFP's, the Metro Government shall evaluate all responses based on the criteria below. During that evaluation, the Metro Government shall rank all responses, again based on the criteria described below. Once the RFP Responses are ranked, the Metro Government shall determine in writing which responses are reasonably susceptible of being awarded the work. The Metro Government shall thereafter conduct negotiations with each of those "reasonably susceptible" Proposers, unless the Metro Government concludes that an award may be made without negotiations, as allowed by KRS 45A.370 (3) and RFP Section I, A, 3.

The Proposals received pursuant to this Request for Proposals may be evaluated on the following selection criteria:

- 1. Vendor Experience, including staff qualifications. – 30%**
 - Bidders must provide a description of their inexperience in providing similar products or services to other law enforcement agencies, including the size of the agencies where products or services were provided.
 - Bidders must provide the size of their largest deployment of the product or services to another law enforcement agency.

- 2. Cost of services – 20%**

06/01/2014
EXHIBIT A

- Bidders must provide a listing of costs for the proposed camera system, the cost of peripheral equipment (eg: replacement batteries, cables, clips and other related accessories), any required software including initial and recurring licensing, and any other costs related to the operation and maintenance of this cameras system.
- 3. Quality of proposed solution – 40%**
- Will be determined by a review of the bidder's submission, any demonstrations or presentations, and any product or service samples.
- 4. References – 10%**
- Bidders must provide a minimum of three (3) other law enforcement agencies who have previously used the bidder's product or services. References should be of a comparable sized agency or larger to the Louisville Metro Police Department.

Proposals will be reviewed by a committee consisting of representatives from:

**The Louisville Metro Police Department (LMPD)
Fraternal Order of Police (FOP)
Metro Technology Services (MTS)**

SECTION VII

DOCUMENTS APPLICABLE TO KENTUCKY STATUTORY PURCHASING PREFERENCES

A. Statutory Requirements.

1. **45A.470 Preference to be given by governmental bodies and political subdivisions in purchasing commodities or services -- List of commodities and services -- Price range -- Negotiation for identical products and services.**

(1) Notwithstanding any provision of this chapter to the contrary, all governmental bodies and political subdivisions of this state shall, when purchasing commodities or services, give first preference to the products made by the Department of Corrections, Division of Prison Industries, as required by KRS 197.210. Second preference shall be given to any products produced by Kentucky Industries for the Blind, Incorporated, or any other nonprofit corporation that furthers the purposes of KRS Chapter 163, and agencies of individuals with severe disabilities as described in KRS 45A.465.

(2) The Finance and Administration Cabinet shall make a list of commodities and services provided by these agencies and organizations available to all governmental bodies and political subdivisions. The list shall identify in detail the commodity or service the agency or organization may supply and the price.

(3) The Finance and Administration Cabinet shall annually determine the current price range for the commodities and services offered from its experience in purchasing these commodities or services on the open market. The prices quoted by these agencies or organizations shall not exceed the current price range.

(4) The Office for the Blind within the Education and Workforce Development Cabinet and qualified agencies for individuals with severe disabilities shall annually cause to be made available to the Finance and Administration Cabinet, lists of the products or services available.

(5) If two (2) or more of the agencies or qualified nonprofit organizations wish to supply identical commodities or services, the Finance and Administration Cabinet shall conduct negotiations with the parties to determine which shall be awarded the contract. The decision of the Finance and Administration Cabinet shall be based upon quality of the commodity or service and the ability of the respective agencies to supply the commodity or service within the requested delivery time.

2. **KRS 45A.490 – 45A.494, Reciprocal Preference**

a. **KRS 45A.490 Definitions for KRS 45A.490 to 45A.494.**

As used in KRS 45A.490 to 45A.494:

(1) "Contract" means any agreement of a public agency, including grants and orders, for the purchase or disposal of supplies, services, construction, or any other item; and

(2) "Public agency" has the same meaning as in KRS 61.805.

b. **KRS 45A.492 Legislative declarations.** The General Assembly declares:

(1) A public purpose of the Commonwealth is served by providing preference to Kentucky residents in contracts by public agencies; and

(2) Providing preference to Kentucky residents equalizes the competition with other states that provide preference to their residents.

c. KRS 45A.494 Reciprocal preference to be given by public agencies to resident bidders -- List of states -- Administrative regulations.

(1) Prior to a contract being awarded to the lowest responsible and responsive bidder on a contract by a public agency, a resident bidder of the Commonwealth shall be given a preference against a nonresident bidder registered in any state that gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the nonresident bidder.

(2) A resident bidder is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

(a) Is authorized to transact business in the Commonwealth; and

(b) Has for one (1) year prior to and through the date of the advertisement, filed Kentucky corporate income taxes, made payments to the Kentucky unemployment insurance fund established in KRS 341.490, and maintained a Kentucky workers' compensation policy in effect.

(3) A nonresident bidder is an individual, partnership, association, corporation, or other business entity that does not meet the requirements of subsection (2) of this section.

(4) If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.

(5) This section shall apply to all contracts funded or controlled in whole or in part by a public agency.

(6) The Finance and Administration Cabinet shall maintain a list of states that give to or require a preference for their own resident bidders, including details of the preference given to such bidders, to be used by public agencies in determining resident bidder preferences. The cabinet shall also promulgate administrative regulations in accordance with KRS Chapter 13A establishing the procedure by which the preferences required by this section shall be given.

(7) The preference for resident bidders shall not be given if the preference conflicts with federal law.

(8) Any public agency soliciting or advertising for bids for contracts shall make KRS 45A.490 to 45A.494 part of the solicitation or advertisement for bids.

B. Administrative Requirements.

1. 200 KAR 5:400. Kentucky resident bidder reciprocal preference.

a. RELATES TO: KRS 45A.050(7), 45A.070(1), 45A.090(2), 45A.180(1), 45A.182(1)(c), 45A.365, 45A.370, 45A.375, 45A.695, 45A.745, 45A.825, 45A.853, 160.303, 162.070, 164A.575, 164A.590, 176.010, 176.082. STATUTORY AUTHORITY: KRS 45A.494. NECESSITY, FUNCTION, AND CONFORMITY: KRS 45A.494(6) requires that the Finance and Administration Cabinet promulgate administrative regulations to establish the procedure by which a reciprocal preference shall be given to Kentucky resident bidders. This administrative regulation establishes the procedures by which a reciprocal preference shall be given to Kentucky resident bidders.

b. Section 1. Definitions.

(1) "Contract" is defined by KRS 45A.490(1).

(2) "Nonresident bidder" is defined by KRS 45A.494(3).

- (3) "Public Agency" is defined by KRS 45A.490(2).
- (4) "Resident bidder" is defined by KRS 45A.494(2).
- (5) "Response" means any bid or response submitted to a solicitation.
- (6) "Solicitation" means an invitation for bid, request for proposal, advertisement for bid, or another formal method of soliciting a contract issued by a public agency.

c. Section 2. Claiming Resident Bidder Status.

(1) Any individual, partnership, association, corporation, or other business entity claiming resident bidder status shall submit along with its response a notarized affidavit that affirms that it meets the criteria to be considered a resident bidder as set forth in KRS 45A.494(2).

(2) If requested, failure to provide documentation to a public agency proving resident bidder status shall result in disqualification of the bidder or contract termination.

d. Section 3. Determination of Residency for Nonresident Bidders.

- i. The state of residency for a nonresident bidder, for purposes of this administrative regulation, shall be its principal office as identified in the bidder's certificate of authority to transact business in Kentucky as filed with the Commonwealth of Kentucky, Secretary of State.
- ii. If the bidder is not required to obtain a certificate of authority to transact business in Kentucky, its state of residency shall be the mailing address provided in its bid.

e. Section 4. Applying the Reciprocal Preference.

- i. Once all responsible and responsive bidders to a solicitation have been scored and ranked, the residency of each bidder shall be identified.
- ii. A preference equal to the preference given or required by the state of the highest evaluated nonresident bidders shall be given to all responsive and responsible resident bidders.
- iii. The responses shall then be rescored and re-ranked to account for any applicable preferences.
- iv. In awarding a contract, resident bidders shall only receive preference against nonresident bidders residing in a state that gives a preference to bidders from that state. This preference shall not be applied against nonresident bidders residing in states that do not give preference against Kentucky bidders.
- v. If a procurement determination results in a tie between a resident bidder and a nonresident bidder, preference shall be given to the resident bidder.
- vi. This administrative regulation shall not result in a nonresident bidder receiving a preference over another nonresident bidder. (37 Ky.R. 1109; Am. 1627; eff. 2-4-2011.)

2. **200 KAR 5:410. Preferences for purchases of commodities or services.**

a. RELATES TO: KRS 45A.465, 45A.470 STATUTORY AUTHORITY: KRS 45A.470, 45A.045(2), 45A.055. NECESSITY, FUNCTION, AND CONFORMITY: KRS 45A.045(2) requires the Finance and Administration Cabinet to promulgate administrative regulations to govern purchasing by or for agencies. This administrative regulation establishes requirements setting forth the preference given to qualified entities identified in KRS 45A.470(1).

b. Section 1. Definitions.

- (1) "Bidder" means any entity submitting a response to a solicitation.
- (2) "Qualified bidder" means Kentucky Industries for the Blind, Incorporated; any nonprofit corporation that furthers the purposes of KRS Chapter 163; or a qualified nonprofit agency for individuals with severe disabilities as described in KRS 45A.465(3).
- (3) "Solicitation" means any invitation for bids, request for proposals, advertisement for bid, or any other method of soliciting a contract issued by a public agency.

- c. Section 2. Percentage Preference.
 - i. Products made by the Department of Corrections, Division of Prison Industries, shall receive a preference equal to twenty (20) percent of the maximum points awarded to a bidder in a solicitation.
 - ii. Products or services provided by a qualified bidder shall receive a preference equal to fifteen (15) percent of the maximum points awarded to a bidder in a solicitation.
- d. Section 3. Claiming Qualified Bidder Status.
 - i. Except for Kentucky Industries for the Blind, Incorporated, a bidder claiming qualified bidder status shall submit along with its response to a solicitation a notarized affidavit which affirms that it meets the requirements to be considered a qualified bidder.
 - ii. If requested, failure to provide documentation to a public agency proving qualified bidder status may result in disqualification of the bidder or contract termination. (37 Ky.R. 1111; Am. 1411; eff. 1-3-2011.)

C. Required Affidavit for Bidders, Offerors and Contractors Claiming Qualified Bidder Status

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING QUALIFIED BIDDER STATUS

FOR BIDS AND CONTRACTS IN GENERAL:

I. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding, and all subcontractors therein, meets the requirements to be considered a "qualified bidder" in accordance with 200 KAR 5:410(3); and will continue to comply with such requirements for the duration of any contract awarded. Please identify below the particular "qualified bidder" status claimed by the bidding entity.

_____ A nonprofit corporation that furthers the purposes of KRS Chapter 163

_____ Per KRS 45A.465(3), a "Qualified nonprofit agency for individuals with severe disabilities" means an organization that:

- (a) Is organized and operated in the interest of individuals with severe disabilities; and
- (b) Complies with any applicable occupational health and safety law of the United States and the Commonwealth; and
- (c) In the manufacture or provision of products or services listed or purchased under KRS 45A.470, during the fiscal year employs individuals with severe disabilities for not less than seventy-five percent (75%) of the man hours of direct labor required for the manufacture or provision of the products or services; and
- (d) Is registered and in good standing as a nonprofit organization with the Secretary of State.

The Metro Government reserves the right to request documentation supporting a bidder's claim of qualified bidder status. Failure to provide such documentation upon request may result in disqualification of the bidder or contract termination.

Signature	Printed Name
Title	Date
Company Name	
Address	

Subscribed and sworn to before me by _____
of _____ this _____ day of _____, 20____.
(Company Name) (Affiant) (Title)

Notary Public
[seal of notary] My commission expires: _____

D. Required Affidavit for Bidders, Offerors, and Contractors Claiming Resident Bidder Status

Solicitation/Contract #: _____

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS CLAIMING
RESIDENT BIDDER STATUS**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract was first advertised or announced as available for bidding:

1. Was authorized to transact business in the Commonwealth; and
2. Had for one year prior to and through the date of advertisement
 - a. Filed Kentucky corporate income taxes;
 - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49; and
 - c. Maintained a Kentucky workers' compensation policy in effect.

The Metro Government reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Signature

Printed Name

Title

Date

Company Name

Address

Subscribed and sworn to before me by

(Affiant)

(Title)

of _____ this _____ day of _____, 20____.
(Company Name)

Notary Public

[seal of notary]

My commission expires: _____

REQUIRED FEDERAL TERMS

Per 28 CFR 66.36:

1. Contractor agrees to provide the Purchaser, the United States Department of Justice Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
2. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
3. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the U.S. Department of Justice Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
4. Energy Conservation - The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. See KRS 45A.351.
5. Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Clean Water –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the Department of Justice and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the United States Department of Justice.
7. Clean Air –
 - a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq* . The Contractor agrees to report each violation to the Metro Government and understands and agrees that the Metro Government shall, in turn, report each violation as required to assure notification to the U.S Department of Justice and the appropriate EPA Regional Office.
 - b. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Justice.
8. The Contractor agrees to comply with Executive Order 11738 and EPA regulations, including but not limited to 40 CFR 15.
9. **Copyrights** –
 - a. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
- ii. Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

10. Patent Rights - This following requirements apply to each contract involving experimental, developmental, or research work:

- a. General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Metro Government and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until the United States Department of Justice is ultimately notified.
 - b. Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Metro Government and the Contractor agree to take the necessary actions to provide, through the United States Department of Justice, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.
 - c. The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by the United States Department of Justice.
11. The Contractor agrees that the reporting requirements contained in 44 CFR 13.40 and 13.41 apply to this Contract and further agrees to abide by any of the requirements therein applicable to it.
12. This contract is a covered transaction for purposes of 2 CFR Parts 180 and 901. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 2 CFR 180, Subpart I, Section 995, or affiliates, as defined at 2 CFR 180.905, are excluded or disqualified as defined at 2 CFR 180.940 and 180.945.

The contractor is required to comply with 2 CFR 180, Subpart C and must include the requirement to comply with 2 CFR 180, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid, proposal or contract, the bidder, proposer or contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by The United States Department of Justice. If it is later determined that the bidder, proposer or contractor knowingly rendered an erroneous certification, in addition to remedies available to the United States Department of Justice, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder, proposer or contractor agrees to comply with the requirements of 2 CFR 180, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder, proposer or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

EXHIBIT A

- a. Each bidder, proposer or contractor must provide a list of all subcontractors and include each subcontractor's federal ID Number in the bidder's bid response. Bidder, proposer or contractor shall not employ any subcontractor without receiving the approval of the Metro Government.
13. **Byrd Anti-Lobbying Amendment** (31 U.S.C. 1352)-- Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
14. This material is based upon work supported by the Environmental Protection Agency under Award Number 2010-DJ-BX-0409.
15. *Disclaimer*: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."
16. TITLE VI

The Metro Government and Bidder shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et. seq.) and all implementing regulations and executive orders, and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701) and the Kentucky Equal Employment Act 1978 (K.R.S. § 45.550 to 45.640) and the Americans with Disabilities Act (42 U.S.C. § 12101 et. seq.). No person shall be excluded from participation in, be denied the benefits of, or be subject to discrimination in relation to activities carried out under this bid or any contracting resulting from it on the basis of race, color, age, religion, sex, disability, or national origin. This includes provision of language assistance services to individuals of limited English proficiency seeking and/or eligible for services under this bid or resulting contract.

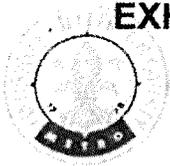


EXHIBIT B

ORIGINAL
Request For Proposal

Louisville/Jefferson Co Metro Government

RFP Number: **3347**

Revision: **0**
Date: **22-DEC-14**

Sealed proposals will be received until 3:00 PM. Names of all responders will be read aloud at that hour and date specified and under following conditions:

Proposals received after 3:00 PM on Reply By Date will not be opened.

On proposals amounting to \$2000 or over, successful bidder may be required to execute and give performance bond for full amount, by a Surety Company authorized to do business in the Commonwealth of Kentucky.

Proposers must submit all pages of RFP document.

Mark envelope with RFP Number, Reply By Date and Address to:

OMB - Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 22-JAN-15

Description

A price contract for a portion of Louisville Metro Government's need for Body - Worn Camera System for a twelve (12) month peroid, per the departmental specifications, terms and conditions.

SUBMIT BIDS WITH ONE (1) COMPLETE ORIGINAL (please mark as original) AND FOUR (4) COPIES PLUS ONE (1) COMPLETE COPY ON CD. All four copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Peter Langlois at (502) 574-3436.

MILESTONE DATES:

BID RELEASED: MONDAY, DECEMBER 22, 2014
QUESTIONS SUBMITTED: MONDAY, JANUARY 12, 2015 BY 3:00 PM ET
ANSWERS POSTED: FRIDAY, JANUARY 16, 2015
BID OPENS: THURSDAY, JANUARY 22, 2015 AT 3:00 PM ET

FIRM NAME: TASER International, Inc.

OFFICIAL'S SIGNATURE: [Signature]

ADDRESS: 17800 N 85th St
Scottsdale AZ 85255

PHONE: 800-978-2737

DATE: 1/19/15

EXHIBIT B

CHECKLIST FOR BIDDERS/RESPONDERS

Information must be completed by an authorized employee or agent for the company.

✓	Complete on cover page (bottom right hand corner)
✓	Submit all pages of bid/proposal and requested copies.
N/A	Submit 5% bid bond or certified check if required.
✓	Complete Good Faith Effort (GFE) paperwork and submit with bid/proposal. Contact Human Relations Commission at the number on the form for assistance.
✓	Complete Section III Recognize Addenda (if applicable) of authorized employee or agent for bid submittal Indicate applicable preferences (local, living and apprenticeship) See Section 1 for details Provide information and signature
✓	Submit W-9 Form
will provide	Submit insurance certificate if available, according to insurance requirements in Section IV. The certificate will be required of the successful bidder prior to award.
✓	Submit all documents required per the general specifications and/or evaluation criteria
✓	Price sheet must be completed, if applicable
N/A	Complete required affidavit for bidders claiming qualified bidder status and resident bidder status. Must be notarized.

Rev 12/10/12

G:\Forms\Checklist for Bidders Responders

EXHIBIT B

Rev. 06/01/2014

Authorized Agent Signature:



Date:

1/19/2015

Metro Louisville Revenue
Commission Number:

Federal ID Number:

86-0741227

**Please include a copy of your W-9 with your submitted Proposal.
This must be submitted prior to the award of a contract.**

The section below will be completed by the Metro Government only if Proposer is awarded a contract under this Proposal.

Louisville/Jefferson County Metro Government



Marian Salmon, Purchasing Administrator

Date:

5/14/15

Contract Term:

Effective:

May 14, 2015

Expires:

May 13, 2016

RENEWAL OPTION (Applicable only to Price Contracts):

The Metro Government may renew contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions as the original contract, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of Metro Government's intention to renew will be sent prior to the expiration date.

Items Covered: All:

yes

See Attached:

Quote from TASER

EXHIBIT B

Rev. 06/01/2014

Other (please specify)	
AXON and Evidence.com	
Pricelist, included in	
proposal.	

Appendix C

Vendor may list pricing for any other products and services they carry. Items listed in Appendix C **will not** be considered during the evaluation, but is for Metro's information should other items need to be purchased.

EXHIBIT B

Rev. 06/01/2014

corporate or government use.	✓	
No service fees or additional costs will be invoiced to Metro by the Supplier during the term of this agreement (except as described in this RFP or mutually agreed upon in writing)	✓	
Prices shall not include "minimum service," or "special service" charges or surcharges.	✓	
Prices shall not include rework fees for non-performance or other errors on the part of the Supplier	✓	
Rush delivery that occurs as a result of Supplier's error (e.g., stock-outs, etc.) shall be free of charge.	✓	
WARRANTY SUPPORT		
Supplier will provide a single point of contact for warranty and support issues	✓	
Supplier will provide a contact number to service the Metro account	✓	
Supplier shall provide technical support.	✓	
Supplier shall warranty that all equipment or software supplied is new OEM.	✓	
Supplier will maintain an incident tracking system for support.	✓	
SERVICES REQUIREMENTS		
Supplier will provide a list of the key members of the company who will be responsible for Metro's relationship within their areas of responsibility.	✓	
Supplier will be available for quarterly reviews of internal customer satisfaction and supplier performance.	✓	
Supplier will submit documentation of any security evaluations of the submitted camera system and any required or optional software.	✓	

Appendix B –Pricing Information

Vendor is to provide detailed pricing for all items proposed. Please add additional columns or rows as needed.

Software	Pricing
Body-Worn Camera System (configured as required to equip a field officer)	\$599.00
Required Peripherals (if applicable)(bidder may attach an itemized list)	\$1495.00 Docking Station
Optional Peripherals (if applicable)(bidder may attach an itemized list)	\$ see attached
Professional Services (if applicable)	\$15,000.00
Required Software (if applicable)	\$15 - \$79 per officer per month

* Major City and bulk discounts are not included in the unit pricing above. When we enter final pricing discussions, discounts can be offered depending on the Evidence.com License and other options LMPD chooses.

EXHIBIT B

Rev. 06/01/2014

- The submitted camera system shall be able to withstand a six (6) foot or greater drop. The bidder shall describe the ability of the camera to withstand drop damage. The bidder shall describe any specifications that camera meets such as MIL-STD.
- The submitted camera system shall be able to operate and record viewable images in a variety of lighting conditions including daylight and low/no light conditions. The bidder shall describe the camera's ability to operate in daylight as well as low/no light conditions.
- The submitted camera system shall have a field of view sufficient to capture relevant video images during law enforcement encounters. The bidder shall describe the field of view captured by the camera.
- The submitted camera shall be able to capture pre-record video for a period of thirty (30) seconds or greater. The bidder shall describe the camera's ability to record pre-event video. The bidder shall describe if pre-event recording includes or excludes audio recording.
- The bidder shall describe the audio/video settings of the camera. The bidder shall describe methods for adjusting the video for different quality settings to control for image quality and data size. The bidder shall describe the minimum and maximum video resolutions of the cameras. The user shall describe data file sizes at these resolutions. The bidder shall provide a chart showing the volume of storage for one hour of continuous video recordings at the available frame rates and resolution of the submitted camera system.
- The submitted camera system shall be able to store ten (10) hours or greater of video and audio recordings. The bidder shall describe the recording storage of the device in both data size and video time at each available recording quality.
- The submitted camera system shall be able of capturing metadata to help identify the user, case, date, time and other relevant data to assist in cataloguing, tracking or identifying video recordings. The bidder shall describe the types of metadata that are able to be captured.
- The camera shall not operate in a proprietary format. The camera shall record in industry standard video formats. The bidder shall describe the video formats the camera records in.
- The submitted camera system shall have a battery life of four (4) hours or greater while in active recording and ten (10) hours or greater while in a standby mode. The bidder shall describe the battery life of the camera. This description shall include both active recording modes as well as standby modes.
- The submitted camera system shall have a rechargeable battery. The bidder shall describe all options to recharge the video camera battery.
- The bidder shall describe the method of turning the camera on and off.
- The bidder shall describe the method of activating video recording.
- The bidder shall describe audio tones used to alert the officer.
- The bidder shall describe visual indicators for battery level and camera operation.
- The submitted camera system shall be able to upload video for later storage, cataloguing and retrieval. The bidder shall describe the method of uploading the video files.
- The bidder shall describe any encryption of files, either in transit or at rest.
- The bidder shall describe the anticipated operational lifespan of an individual camera system.
- The submitted camera system shall have the ability to review or playback video for LMPD's internal review process. The bidder shall describe the methods that camera video can be reviewed or played back. The bidder shall specify if this video can be played over a computer network.
- The bidder shall describe any software that is required to operate the camera system, if applicable. The bidder shall describe any software that is required to playback video, if applicable. The bidder must describe any optional software. The bidder shall describe if any described software is client side, server side, or hosted on an external website.
- The bidder must describe any maintenance costs for any required software.
- The bidder must describe any auditing capabilities of any described software.
- The bidder shall describe the chain of custody features of the submitted camera system and any required or optional software.

EXHIBIT B

Rev. 06/01/2014

- The submitted camera system and any required or optional software shall not require administrator privileges on a PC or operating workstation for connection or operation. The bidder shall describe user privileges required to utilize or access the submitted system.
 - The bidder shall describe any accessories, additional items, or optional items that may be associated with this camera system. This includes any additional documentation such as software licenses, warranties, or user agreements. The bidder shall include the costs of these additional or optional items.
 - The submitted camera system shall be under warranty. The bidder shall describe the warranty applicable to the submitted camera system, including time frame and facets covered by the warranty.
 - The bidder shall describe support provided for maintenance and repairs to the camera system.
 - The bidder shall describe any training required or provided with the submitted camera system.
 - The bidder must provide a suggested implementation plan.
 - Cost information for all items in this RFP shall be good for a period of three years.
 - The bidder shall submit at least two (2) samples of the submitted camera system and related peripherals for testing and evaluation.
-
- **Bidder shall provide prices for goods as FOB Delivered, unless allowance for shipping, handling, or any associated charge is specified in this section or on the price sheet.**

Appendix A – Requirements and Scope of Work

Indicate your firm's ability to meet the specific requirements and desirables outlined in matrix below by checking or initialing the appropriate box.

Requirement or Desirable	Yes	No
Supplier is capable of providing items/services as outlined in Section V, Overview section and those items in Appendix B.	✓	
Equipment or software configurations for delivery to Metro should be designed for	✓	

EXHIBIT B

EXHIBIT B



17800 N. 85th St. Scottsdale, AZ 85255-6311
 800.978.2737 Toll Free • 480.991.0791 Fax
 www.TASER.com • Sales@TASER.com



2015 Law Enforcement Agency Pricing – AXON® Systems

AXON body Hardware

Model	Product Description	Agency Price
73002	AXON body Camera	\$399.00 ea.
73066	AXON body Camera Full Solution Kit*	\$649.95 ea.

*Includes several AXON mounts and a Moto G touch mobile digital device.

AXON body Accessories

Model	Product Description	Agency Price
73075	Standard Uniform Clip Holster	\$29.95 ea.
73076	Mini Alligator Clip Holster	\$29.95 ea.
73077	Belt Clips Holster	\$29.95 ea.
73078	Holster, Z-Bracket, HW	\$29.95 ea.
73079	Holster, Z-Bracket, VELCRO	\$29.95 ea.
73089	Pocket Mount Holster	\$29.95 ea.

AXON flex® Hardware

Model	Product Description	Agency Price
73030	AXON flex Camera System (Camera, Controller, Cable straight to right angle 48" (73023), Coiled cable straight to right angle (73060), USB Sync Cable w/ Wall Charger (73004)**	\$599.00 ea.
73055	AXON flex Camera System, Offline**	\$599.00 ea.
73061	AXON flex Full Solution Kit** †	\$1,113.55 ea.
73086	AXON flex Full Solution Kit, Offline** †	\$1,113.55 ea.
73092	Motorola Moto G	\$199.00 ea.
73034	Oakley Flak Jacket Kit, flex	\$149.95 ea.

** This is a promotional price currently available for the AXON flex system.

† Includes several AXON mounts and a Moto G mobile digital device.

EVIDENCE.com Dock Hardware

Model	Product Description	Agency Price
70026	6-bay + Core EVIDENCE.com Dock	\$1,495.00 ea.
70023	1-bay + Core EVIDENCE.com Dock	\$249.00 ea.
70028	Individual bay EVIDENCE.com Dock	\$249.00 ea.

Customer Care Extended Warranty

Model	Product Description	Agency Price
70032 & 70030	EVIDENCE.com Dock, 2-YEAR EXTENDED WARRANTY, 6-BAY	\$499.90 ea.
70031 & 70030	EVIDENCE.com Dock 2-YEAR EXTENDED WARRANTY, SINGLE BAY	\$129.90 ea.
73033	AXON flex kit 2-YEAR EXTENDED WARRANTY	\$299.95 ea.
73074	AXON body cam 2-YEAR EXTENDED WARRANTY	\$199.95 ea.

EVIDENCE.com Services

Model	Product Description	Agency Price
87001	Basic EVIDENCE.com license: 1 year	\$180.00 ea.
88001	Standard EVIDENCE.com license: 1 year	\$300.00 ea.
89001	Pro EVIDENCE.com license: 1 year	\$468.00 ea.
85078	Ultimate EVIDENCE.com annual payment*	\$660.00 ea.
85123	EVIDENCE.com Unlimited Plan annual payment*	\$948.00 ea.

Title: AXON Law Enforcement Agency Pricing
 Department: Sales/Customer Service
 Version: 2.0
 Release Date: 1/15/2015

EXHIBIT B



EVIDENCE.com Services (continued)

85130	Officer Safety Plan annual payment**	\$1,188.00 ea.
85035	EVIDENCE.com storage (GB): 1 year	\$1.50 ea.
85054	TASER Assurance Plan AXON flex annual payment	\$276.00 ea.
85070	TASER Assurance Plan AXON body annual payment	\$204.00 ea.
85079	TASER Assurance Plan EVIDENCE.com Dock annual payment (based on the number of cameras purchased)	\$36.00 ea.
85055	Premium Plus Package	\$15,000 ea.
85056	Premium Package	\$7,500 ea.
N.A.	Basic remote support	Free
85014	A La Carte Package	\$2,000.00 ea day

*This license tier is only available for 3-year or 5-year terms

**This license tier is only available for 5-year terms.

AXON flex Accessories

Model	Product Description	Agency Price
73004	USB Synch Cable w/ Wall Charger	\$14.95 ea.
73008	Oakley Clip	\$19.95 ea.
73009	Collar/Versatile/Cap Mount	\$29.95 ea.
73088	Ratchet Collar/Versatile/Cap Mount	\$29.95 ea.
73062	Ball Cap Mount	\$29.95 ea.
73010	Low Rider Headband	\$49.95 ea.
73058	Low Rider Headband, Large	\$54.95 ea.
73006	Controller Holster, flex, Standard Uniform Clip	\$29.95 ea.
73035	Controller Holster, flex, Mini Alligator Clip	\$29.95 ea.
73036	Controller Holster, flex, Belt Clips	\$29.95 ea.
73011	Epaulette Mount	\$19.95 ea.
73013	Helmet Mount	\$19.95 ea.
73090	Helmet Mount, Ratchet, Shoei	\$19.95 ea.
73091	Helmet Mount, Ratchet, HJC	\$19.95 ea.
73020	Universal Magnet Clip	\$7.95 ea.
73021	Multi-Mounting Kit, Flex (Low Rider headband, Collar mount, Epaulette mount, Oakley kit)	\$199.95 ea.
73059	Ballistic Vest Mount, Rotating	\$19.95 ea.
73022	Cable, Straight to Right Angle, 18"	\$5.95 ea.
73005	Cable, Straight to Right Angle, 36"	\$5.95 ea.
73023	Cable, Straight to Right Angle, 48"	\$5.95 ea.
73025	Cable, Straight to Straight, 36"	\$5.95 ea.
73026	Cable, Straight to Straight, 48"	\$5.95 ea.
73027	Cable, Right Angle to Right Angle, 18"	\$5.95 ea.
73028	Cable, Right Angle to Right Angle, 36"	\$5.95 ea.
73029	Cable, Right Angle to Right Angle, 48"	\$5.95 ea.
73060	Cable, Coiled, Straight to Right Angle 48"	\$12.95 ea.
73081	TASER CAM™ HD/AXON Camera Universal Charger w/U.S. and International Adaptors	\$14.95 ea.

Freight Policy Freight is the responsibility of the purchaser. All orders are shipped **F.O.B. Scottsdale, AZ** via Fed-Ex ground and billed as a separate line item on invoice. All taxes, duties and customs, where applicable, are the responsibilities of the customer.

Pricing Pricing for Law Enforcement/Correctional Agencies Only. Must be a sworn law enforcement officer to purchase.

Order Lead Time 4 to 6 weeks ARO **ALL SALES ARE FINAL.**

For delivery status or information on how to place an order, call our sales department at 800-978-2737, fax: 480-991-0791

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers apply to all sales and are available at <http://www.taser.com/sales-terms-and-conditions>.

Flak Jacket is a trademark of Oakley, Inc., Motorola is a trademark of Motorola Trademark Holdings, LLC., and VELCRO is a trademark of Velcro Industries B.V.

AXON, AXON flex, TASER and are trademarks of TASER International, Inc., registered in the USA. All rights reserved. © 2015 TASER International, Inc.

EXHIBIT B

CONFIDENTIAL INFORMATION

REFERENCES

Name of Agency	Street, City Address of Agency	Number of BWCS Devices currently deployed/in service at this Agency	Dates of Deployment (from – to)	Contact Information for Individual with complete knowledge of the deployment (Name, Rank, telephone, email)
Fort Worth Police Department	350 W BELKNAP STREET RM 205A Fort Worth, TX 76102 US	615	5/17/2012 - Present	Sgt. Scott Sikes 817-991-6356 scott.sikes@fortworthtexas.gov
Mesa Police Department	130 NORTH ROBSON Mesa, AZ 85201 US	150	2/28/2012 - Present	Chief Frank Milstead Frank.milstead@mesaaz.gov, 602—980-5788
Albuquerque Police Department	400 ROMA AVE NW ALBUQUERQUE, NM 87102 US	600	3/25/2013 - Present	Rob Drager 505-803-6848 rdrager@cabq.gov
Salt Lake City Police Department	315 E. 200 S. Salt Lake City, UT 84111 US	260	6/28/2013 - Present	Chief Chris Burbank (Secretary Patricia Williams) Patricia.Williams@slcgov.com 801.799.3802
Rialto Police Department	128 N. Willow Avenue Rialto, CA 92376 US	78	12/20/2011 - Present	Sgt. Josh Lindsay 909-421-7214 jlindsay@rialtopd.com
Surprise Police Department	14250 W. Statler Plaza Suite 103 Surprise, AZ 85374 US	86	6/24/2013 - Present	Courtney Hicks Courtney.hicks@surpriseaz.gov 623-222-4360

END OF CONFIDENTIAL INFORMATION

EXHIBIT B

EXHIBIT B



TASER

**LOUISVILLE METRO
GOVERNMENT**

**POLICE BODY WORN
CAMERAS FOR
LOUISVILLE POLICE**

RFP # 3347

SUBMITTED BY:

TASER International
17800 North 85th Street
Scottsdale, AZ, 85255

EXHIBIT B

EXHIBIT B



CITY OF LOUISVILLE
POLICE BODY WORN
CAMERAS FOR
LOUISVILLE PD

RFP # 3347

SUBMITTED BY:

TASER International
17800 North 85th Street
Scottsdale, AZ, 85255
800.978.2737
January 20, 2015

EXHIBIT B



TABLE OF CONTENTS

City of LOUISVILLE	1
POLICE Body Worn Cameras for LOUISVILLE PD	1
Submitted by:.....	1
Proposal Introduction and Summary.....	4
Overall Description of the Project.....	4
Enhance Officer Safety	4
Enhancement of officer reporting	5
Evidence Collection.....	5
Court Testimony	5
Provide accurate documentation of events, actions, conditions, and statements made during arrests and critical incidents	6
Officer evaluation and training	6
Response to General Specifications	8
EVIDENCE.com – Simple, Turn-Key Cloud Software with Scalability	15
Video Management Backend System.....	16
AXON flex Features, Benefits, and Added Value.....	25
Company Overview	26
Accomplishments in the BWC industry	27
Proposer’s Capabilities	29
Your TASER Account Manager/ Point of Contact.....	30
Executive Summary – TASER.....	31
Protecting & Advancing EVERY Officer	31
Overview of Advanced Features and Components.....	32
Development of the Digital Evidence Workflow (DEW)	36
The DEW Framework Defined	36
Industry Best Practices	37
EVIDENCE.com: Advanced Features	40
Evidence Mobile.....	41
Evidence Sync	43

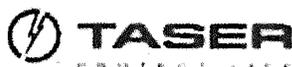


EXHIBIT B



TASERs Exceptions/Deviations..... Attachment 1
All TASER Sales Terms and Conditions..... Attachment 2





PROPOSAL INTRODUCTION AND SUMMARY

OVERALL DESCRIPTION OF THE PROJECT

The LOUISVILLE PD is looking for information for Police Body Worn Cameras, with integrated video storage and retrieval software systems. The goal of your Request for Information (RFI) is to research the latest technology available in the market for police body worn cameras, and the accompanying storage and retrieval systems. The cameras will be utilized as a tool to enhance your ability to accurately capture video and audio evidence as events occur and to assist in the prosecution of cases. TASER's proposal outlines exactly that: simplicity in a turn-key system, complete with cameras, software, completely scalable storage, with full maintenance and support, upgrades, and program management. For added simplicity, the department will only need to work with one vendor for the fulfillment of the entire system. TASER performs every portion of the system implementation and support.

LOUISVILLE PD will find the "Full System" with TASER, including all necessary elements to implement a successful BWC program. LOUISVILLE PD's goals also align with the results TASER has seen at other large agencies who have deployed AXON video and EVIDENCE.com. Most agencies have some of the following goals when implementing a Body Worn Camera program:

- Enhance officer safety
- Enhancement of officer reporting
- Evidence collection
- Court testimony
- Provide accurate documentation of events, actions, conditions, and statements made during arrests and critical incidents
- Officer evaluation and training
- TASER's system complies with CJIS

Enhance Officer Safety

Cambridge University and Rialto PD released a comprehensive year-long study on AXON/EVIDENCE.com. **Over the course of one year, officer complaints fell by 87.5% for officers wearing an AXON.**

Rialto PD also focused on their Officer use-of-force data. During the experiment, **individuals wearing an AXON reduced use-of-force by 59%**. This data indicates that the presence of the camera not only encouraged compliance from the public, but it also reduced instances of use-of-force by officers. These major shifts in complaints and use-of-force were attributed solely to the presence of an AXON flex.



EXHIBIT B



Our current customers who are trialing AXON are also seeing positive results in line to enhance officer safety. Sgt. Dan Gomez of LAPD said in a CBS article from 1/15/2014,

"When you interact on camera, you tend to act differently, and that's true for a police officer, and true for the community that you're dealing with. So if it has the potential of de-escalating a situation — because you believe the camera is on and the camera is recording — and you change for the better, it's a win for both."

Enhancement of officer reporting

Investigative Services can benefit from body-worn cameras. A routine witness testimony could be captured using an AXON, instead of being notated on a 3"x4" card. Paperwork for these interviews could be reduced to "See AXON Video." This exact procedure is currently being used by Lake Havasu PD in Arizona. Instead of writing a detailed description of an event, the officer references the AXON video. "See Video" takes much less time to report. Lake Havasu PD uses this method for paperwork, and saw a 7.7% decrease in overtime pay after implementing TASER's video system.¹

Evidence Collection

LOUISVILLE PD can capture nearly 2x as much evidence with AXON body's extra-wide 130° field of view. AXON's field of view will capture nearly 2x as much evidence video as the competitor. AXON body was designed to capture a wide field of view to capture accurate evidence, even when the device is mounted on an officer's beltline. The competitor's camera captures much less, which could miss important footage. With AXON body, the LOUISVILLE PD could capture more than with the leading competitor, for a lower cost per unit.

The AXON flex system offers a slightly lower field of view at 70° but has a larger variety of mounting options.

Both systems integrate seamlessly with our accompanying storage and retrieval systems EVIDENCE.com.

Court Testimony

Many of our customers use video in the court room instead of sending an officer to testify. This saves the Officer's valuable time. Instead of spending hours in a court room, he or she can stay on their patrol while the video tells the entire story in the court room. While being interviewed for their policies on Body Worn Cameras, a spokesman for the Prince George's County state's attorney's office said, "Anytime we can have use of technology to prove our case, we're going to be supportive of it. This will be another good tool," Their Attorney's Office handles cases from

¹ Data gathered from Lake Havasu PD during a 2012 deployment of the AXON cameras. The full case study can be found at the end of this proposal.



EXHIBIT B



Laurel and Hyattsville — another department that has begun using cameras. Both Hyattsville and Laurel have implemented AXON and EVIDENCE.com.

Provide accurate documentation of events, actions, conditions, and statements made during arrests and critical incidents

Many of our customers use AXON cameras to take statements, record actions, and show a “full picture” of a critical event. Our camera also has a critical “30 second pre-event buffer,” which also captures the 30 seconds prior to an officer hitting the record button. These 30 seconds often helps to set up the context leading up to a critical event. The Police Chief of LAPD, who is currently testing TASER’s AXON and EVIDENCE.com, has said about AXON cameras,

“The addition of on-body cameras will be a helpful investigative and accountability tool, as well as a less expensive option than in-car video.”

Officer evaluation and training

Santa Fe College PD and Laurel PD use AXON cameras for training during tactical use, courses, classes, routine stop courses, defensive driving courses, Emergency Vehicle Ops, and use-of-force training. We also see our cameras used often in SWAT trainings. We also have a full training department on-site which can assist our team in recommending the industry best way to use BWC during training exercises. If LOUISVILLE PD would like to see any of our current use-cases and training videos, please contact Fabian Marrero at fmarrero@taser.com.

LOUISVILLE PD’s success with Body Worn Cameras depends on a vendor who can execute on the following three things:

1. A quality camera that brings added value to the department
2. Professional Services, Maintenance, and Support
3. Turn Key video management system

TASER International, Inc. has proven experience executing all three of these items for customers in the past. To keep things simple for LOUISVILLE PD, all of these items are performed directly by TASER. LOUISVILLE PD does not have to worry about vetting subcontractors, because we offer the entire solution. This keeps things simple – you’ll have just one vendor to call when you need assistance.

- Don’t build anything – scale your storage up and down every year without adding servers.
- Don’t install anything on user’s computers– your users will have instant access to EVIDENCE.com via a web browser.
- Full roll-out support – TASER has over 20,000 cameras in the field and has performed many successful implementations.



EXHIBIT B

AXON  **flex**

AXON  **body**

- Full training and implementation support from TASER – Our Professional Services department travel across the USA doing implementation support for Law Enforcement customers.
- TASER Program Management – Our Professional Services team is led by a Retired Police Captain who went through a BWC implementation at his PD.

EXHIBIT B

AXON flex

AXON body

RESPONSE TO GENERAL SPECIFICATIONS

LOUISVILLE PD could decrease officer complaints by 87.5% and decrease officer use-of-force by 59% with AXON and EVIDENCE.com.²

- The submitted camera system shall be able to be worn in a "point-of-view" (POV) manner on the officer's head area. The bidder shall describe methods of attaching the camera to the officer.



AXON Flex system, shown with the Oakley Flack Jacket Mount option. This is one of over 20 mounting options TASER offers with the AXON flex.

Point-of-View Imaging – the AXON flex camera is designed to be mounted around an officer's head or neck. With other forms of on-officer video, the images don't actually tell us what the officer is seeing from his direct visual perspective, which makes it difficult to determine whether his actions in the field were indeed justified. But the AXON Flex allows us to experience the event as it was apparent to officer, and lets the justice system adjudicate accordingly.

- The submitted camera system shall not solely be required to be worn on the officer's chest area.

Multiple Mounting Options - As we discovered, there is no one-size-fits all solution for law enforcement officers. The officer chooses what is best for him with TASER's many mounting options. The AXON flex can be mounted on an officer's Oakley's eyewear, headband, collar, ball cap, epaulette, helmet, or virtually anywhere else he or she finds

² Data presented in 2013 by Rialto PD Chief of Police William Farrar after a year-long, randomized scientific study of the effect of officers wearing AXON Flex and using EVIDENCE.com. The study was performed in conjunction with the University of Cambridge. The full case study can be found at the end of this proposal.

EXHIBIT B



it comfortable. AXON flex offers several mounting options for law enforcement officers, including Oakley Glasses, Collar, Cap, Headband, Uniform clip, Alligator clip, Belt clips, Epaulette, Universal Magnet, and Helmet mount.

- **It is desirable that the camera system be able to operate with vehicle mounted camera systems.**

TASER has an integrations team that can come on-site and assess your vehicle-mounted camera integration needs. We have successfully built integrations for other agencies and would be happy to assess your system as well. Integration work and development will be priced separately after an on-site assessment

- **The bidder shall describe any capability to operate with a vehicle mounted camera system.**

Examples of previous integrations include:

- In-car video ingestion into Evidence.com
- Ability to tag video taken at similar times
- Integration of case numbers and other metadata using the CAD system

However, we will not know the capabilities of your in-car system until we come on-site to do an assessment.

- **It is desirable that the camera system be able to be activated by vehicle based triggers. The bidder shall describe the capability of the camera system to be activated with vehicle based triggers that may include lights, sirens, or collision sensors.**

AXON Signal is a communication platform that allows auto activation of AXON cameras, initially offering activation integrated with CEW and light bar. AXON signal will activate all enabled cameras within range to ensure events are not missed and multiple perspectives are captured. Future activation methods could be integration with in-car systems, crash, speed, door, weapon draw, and eventually even things like heart rate. Below is an example list of activation abilities we have successfully tested in other Agencies:

- Front door, rear door, crash, speed, lights, mic,
- Ability to integrate our activation method with motors division
- 24-Nov: TASER performed an on-site assessment confirming activation capability

This feature, AXON Signal, is under development and should be generally available in Q1 of 2015. Automatic activation will be triggered by a vehicles light bar, or engagement of an AXON Signal enabled CEW. The AXON Signal camera technology will enable cameras to automatically start recording when an officer's light bar is turned on or when a TASER Smart weapon is powered on. All enabled AXON Signal cameras within range will receive



EXHIBIT B

AXON flex

AXON body

status from the light bar or smart weapon and start recording. This feature will offer multiple angles to be captured from different perspectives if more than one AXON flex camera is on scene.

- **The submitted camera system shall be able to withstand moisture and rain. The bidder shall describe the camera's ability to withstand moisture and rain, including blowing rain. The bidder shall describe any specifications that camera meets such as MIL-STD.**

AXON flex is tested to an IPX2 MIL-STD rating. AXON flex complies with IPX2-MIL-STD Method 506.4. IPX2 protects against falling water (i.e. rain or other precipitation) from many angles. You can trust AXON flex to work in rainy weather conditions.

- **The submitted camera system shall be able to withstand heat and cold. The bidder shall list the high and low temperatures the camera can operate under. The bidder shall describe any specifications that camera meets such as MIL-STD.**

AXON flex works in environments -20 Celsius to +55 Celsius. The AXON flex meets IPX2-MIL-STD Water Testing.

- **The submitted camera system shall be able to withstand a six (6) foot or greater drop. The bidder shall describe the ability of the camera to withstand drop damage. The bidder shall describe any specifications that camera meets such as MIL-STD.**

AXON flex has been rigorously tested to a 6' drop. The AXON flex meets IPX2-MIL-STD Water Testing.

- **The submitted camera system shall be able to operate and record viewable images in a variety of lighting conditions including daylight and low/no light conditions. The bidder shall describe the camera's ability to operate in daylight as well as low/no light conditions.**

In order to capture exactly what officers see, it is pivotal to purchase a camera that mimics the light-perception of the human retina. This is what the flex offers with its "retina low-light" technology. Other vendors will offer cameras that emit infrared-light, which can distort the scene as it appeared to the officer. Our camera operates at <1 lux.



EXHIBIT B



- **The submitted camera system shall have a field of view sufficient to capture relevant video images during law enforcement encounters. The bidder shall describe the field of view captured by the camera.**

AXON flex has a 70° field of view. When paired with the point-of-view mounting options, this is the best way to capture exactly what the officer sees during critical moments.

- **The submitted camera shall be able to capture pre-record video for a period of thirty (30) seconds or greater. The bidder shall describe the camera's ability to record pre-event video. The bidder shall describe if pre-event recording includes or excludes audio recording.**

AXON flex provides 30 seconds of pre-event video recording. This is video only; no audio is captured during the pre-event recording.

30-second Buffered Recording – with the rise of YouTube and handheld recording devices, police officers are increasingly facing scrutiny for actions captured in five-second video clips. TASER understands that to protect the good name of law enforcement, it is critical for an officer's camera to capture the events *leading up* to the critical incident—and not just the incident itself. The flex's full-shift buffered recording feature automatically captures the thirty seconds prior to the activation of the camera – providing the proper context for an officer's actions.

- **The bidder shall describe the audio/video settings of the camera. The bidder shall describe methods for adjusting the video for different quality settings to control for image quality and data size. The bidder shall describe the minimum and maximum video resolutions of the cameras.**

AXON flex has three different quality settings that the system administrators can control using the Administrative features on Evidence.com. In these three settings, the resolution does not change and will always be captured at 480p or 640 x 480, with an aspect ratio of 4:3. The amount of information per frame plus the frame rate, how many frames we capture a second, impact how big the file will be. The cameras each contain 8 Gigabyte SD cards.

- **The user shall describe data file sizes at these resolutions. The bidder shall provide a chart showing the volume of storage for one hour of continuous video recordings at the available frame rates and resolution of the submitted camera system.**

- An AXON Flex Video HIGH will use up 1.8 Gigabytes per 60 minutes of video. This allows for 4 hours of recorded video.
- An AXON Flex Video MEDIUM will use up 810 Megabytes per 60 minutes of video. This allows for 9 hours of recorded video.
- An AXON Flex Video LOW will use up 540 Megabytes per 60 minutes of video. This allows for 13 hours of recorded video.



EXHIBIT B



- **The submitted camera system shall be able to store ten (10) hours or greater of video and audio recordings. The bidder shall describe the recording storage of the device in both data size and video time at each available recording quality.**

When set to Medium or Low quality, the camera can record 9-13+ hours of video using one AXON flex on a fully charged battery.

- An AXON Flex Video MEDIUM will use up 810 Megabytes per 60 minutes of video. This allows for 9 hours of recorded video.
 - An AXON Flex Video LOW will use up 540 Megabytes per 60 minutes of video. This allows for 13 hours of recorded video.
- **The submitted camera system shall be able of capturing metadata to help identify the user, case, date, time and other relevant data to assist in cataloguing, tracking or identifying video recordings. The bidder shall describe the types of metadata that are able to be captured.**

The date and time stamp is recorded as metadata and is embedded in the file. Using Evidence Sync, metadata can be added to the video from a Microsoft Windows based laptop. However, you would need to queue the data for upload to Evidence.com in order to add metadata. The files would technically still reside on the BWC unit, but would be queued for upload using the laptop. A second option would be to use TASER's application AXON Mobile on an iOS or Android smart device to tag metadata while the video still resides on the camera. Using our app, you can add metadata in the form of GPS Tagging, Incident/Case Number, Title, category, etc.
 - **The camera shall not operate in a proprietary format. The camera shall record in industry standard video formats. The bidder shall describe the video formats the camera records in.**

The video records in industry standard MP4 format.
 - **The submitted camera system shall have a battery life of four (4) hours or greater while in active recording and ten (10) hours or greater while in a standby mode. The bidder shall describe the battery life of the camera. This description shall include both active recording modes as well as standby modes.**

Battery Recording Life: 12+ Hours
AXON flex has a battery life of 12+ hours. An officer's typical shift lasts a full 12 hours, which means the competition's battery may fall short while your officers are on duty. Our camera was designed with a battery to last the officer's typical 12 hour shift. If a critical event happens, not having enough battery life left to capture it could be devastating.



EXHIBIT B

AXON flex

AXON body

- **The submitted camera system shall have a rechargeable battery. The bidder shall describe all options to recharge the video camera battery.**

There are a few options for recharging the AXON flex. There is a USB wall wart for recharging directly from an outlet, but the preferred workflow includes our Evidence.com Dock, which simultaneously charges and uploads evidence to Evidence.com.

TASER's Evidence.com Dock can be placed on a table or mounted on a wall. It uploads data from the camera to the EVIDENCE.com website and recharges the controller. Each Dock charges 6 AXON Flex pairs (camera and controller). The evidence transfer occurs sequentially.

- **The bidder shall describe the method of turning the camera on and off.**
To power on the device, the user simply toggles the switch on the top, which is durable enough to protect against accidentally powering down.
- **The bidder shall describe the method of activating video recording.**
To activate recording mode, the officer must then double-tap the button in the center of the device; to deactivate recording mode, they must hold that same button for approximately three (3) seconds. Both of these measures guard against accidental recording.
- **The bidder shall describe audio tones used to alert the officer.**
AXON flex uses LED lights to indicate when the unit is in use. There is also an audible beeping sound which indicates to the wearer that the unit has been activated to record. The volume has four settings. At each level, the camera beeps, providing you with a sample of the volume: low, medium, high and off. Pressing the volume escalates the system from lowest to highest, and then off. The audio prompts are:
 - Powering on or off - One beep;
 - Recording an event - Two beeps (sound every two minutes); Press the battery button while the camera is recording - Two beeps;
 - The device is ending an event and returning to BUFFERING mode - One long beep;
 - The battery is at 20 percent capacity or lower - Four quick beeps (repeating every 20 seconds); The system is in buffering mode - No beeps; Cable disconnect (the camera will shut down) - One beep; The camera's memory is full Three beeps
- **The bidder shall describe visual indicators for battery level and camera operation.**
AXON flex uses LED lights to indicate when the unit is in use which indicates to the wearer that the unit has been activated to record. The LED flashes red to indicate a recording is taking place.



EXHIBIT B



- **The submitted camera system shall be able to upload video for later storage, cataloguing and retrieval. The bidder shall describe the method of uploading the video files.**

AXON videos are uploaded automatically once the DVR is docked into the EVIDENCE.com Dock (preferred method) or by uploading manually using the USB download. Once in the Evidence.com Dock, an encrypted 256-bit AES SSL session is established with the local storage device. Videos are then sorted and uploaded in an order of smallest to largest.

Using Evidence Sync, metadata can be added to the video from a Microsoft Windows based laptop. However, you would need to queue the data for upload to Evidence.com in order to add metadata. The files would technically still reside on the BWC unit, but would be queued for upload using the laptop. A second option would be to use TASER's application AXON Mobile on an iOS or Android smart device to tag metadata while the video still resides on the camera.

- **The bidder shall describe any encryption of files, either in transit or at rest.**
EVIDENCE.com uses strong encryption to protect evidence data in transit and at rest.
 - FIPS 140-2 approved encryption ciphers (or stronger)
 - Robust SSL/TLS implementation for data in transit.
 - RSA 2048 bit key
 - TLS 1.2 with 256 bit connection
 - Perfect Forward Secrecy
 - 256 bit AES encryption for evidence data in storage
- **The bidder shall describe the anticipated operational lifespan of an individual camera system.**
While it is difficult to say for certain, we can provide an estimate based on our testing. Camera technology changes rapidly, and therefore the useful life expectancy of these body worn camera devices is approximately 2.5 years.
- **The submitted camera system shall have the ability to review or playback video for LMPD's internal review process. The bidder shall describe the methods that camera video can be reviewed or played back. The bidder shall specify if this video can be played over a computer network.**
Camera videos can be played back using Evidence.com, Evidence Sync, or even via a Bluetooth connection to a smart device using the AXON mobile application. The video can be played over a computer network using these methods.
- **The bidder shall describe any software that is required to operate the camera system, if applicable. The bidder shall describe any software that is required to playback**

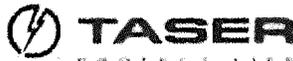


EXHIBIT B

AXON flex

AXON body

video, if applicable. The bidder must describe any optional software. The bidder shall describe if any described software is client side, server side, or hosted on an external website.

EVIDENCE.COM – SIMPLE, TURN-KEY CLOUD SOFTWARE WITH SCALABILITY

EVIDENCE.com provides to law enforcement a robust solution for organizing, classifying, managing, viewing, and archiving digital evidence, whether that digital evidence be AXON videos, still images captured by digital cameras, or even PDF documents of interrogation transcripts. TASER's hosted solution is industry-standard secure, and it implements all the proper measures to protect chain of custody.



Screenshot of EVIDENCE.com interface

EVIDENCE.com can be accessed from any computer with an internet connection, so it isn't dependent on unreliable agency servers. Storing your agency's data in the cloud also allows the data to be easily shared with interested outside parties using EVIDENCE.com—the DA's office, for instance.

EVIDENCE.com is designed to integrate with existing law enforcement solutions such as CAD, RMS, and others, to provide a seamless workflow and reliable mechanism to manage all digital

evidence within an organization. It is also, by nature, highly scalable—so there aren't any constraints to expanding EVIDENCE.com utilization at your agency aside from the cost of storing data in "the cloud." All it takes to store evidence on this hosted solution are an AXON unit, and Evidence.com dock or USB cable, and EVIDENCE.com account.

Deploying EVIDENCE.com provides both tactical and strategic benefits to agencies. Some of these benefits include:

- **Automatic Upgrades to Latest Features**—the latest product features and enhancements are included as part of your investment in EVIDENCE.com. As far as you are concerned, this is a totally hands-off process: the EVIDENCE.com operations team at

EXHIBIT B

AXON flex

AXON body

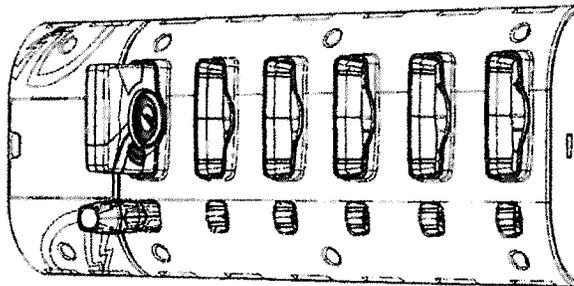
TASER applies these upgrades remotely, eliminating any worries about properly integrating or updating your systems.

- **Community of Interest**—a like-minded constituency influences and guides the direction of our product. Other EVIDENCE.com users are able to share best business practices within the user community, and leverage existing processes and experiences from other users.
- **Your Agency's Partnership with TASER International**—TASER partners with customers: from purchase through installation, support, and beyond—ensuring that each investment in TASER products returns the maximum value.

EVIDENCE.com is not only offers a unique and compelling solution to digital evidence storage, but the interface of the application itself integrates a bevy of advanced features. Some of these include an easy-to-use search function, the ability to group files according to case number, and marking certain files for automatic deletion after a pre-determined date.

VIDEO MANAGEMENT BACKEND SYSTEM

TASER's recommended workflow uses an EVIDENCE.com dock. The dock allows an officer to dock the AXON cameras in one place. As soon as the AXON camera is docked, videos on the camera automatically begin to download. The officer simply places the camera into the docks, as shown below. Not only does the dock allow for easy download, but it also charges the devices and if need be, upgrades the firmware versions without the need for a computer.



Evidence.com Dock which can download videos and charge up to six (6) AXON flex or body units simultaneously.

EXHIBIT B



- Multi-charging / multi-docking station is not reliant upon a USB cable or individual computer. It has a RJ45 Ethernet connection.
- AXON videos are uploaded automatically once the DVR is docked into the EVIDENCE.com dock. Once in the dock, an encrypted 256-bit AES SSL session is established with EVIDENCE.com. AXON videos are then sorted and uploaded in an order of largest to smallest.

As a video is being uploaded it is broken into small blocks of approximately 2-3 megabytes in size. Prior to upload the block is hashed using the SHA1 algorithm to generate a unique fingerprint or checksum. The block is then uploaded to EVIDENCE.com, upon receipt the block is hashed again using the SHA1 algorithm, if an identical checksum is generated then the file's fingerprints match and the block is unaltered from its original state on the AXON body or flex.

The block upload process is repeated until the entire MP4 is transferred. Using the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded. Once EVIDENCE.com confirms receipt, the video is deleted from the DVR and the upload process moves to the next file.

- The EVIDENCE.com dock uploads one file from one camera at a time, then moves on to the next file on that camera. Once the first camera's files have all been transported to EVIDENCE.com, the dock begins uploading the next camera's files. In this way, the dock throttles itself. The City's IT department can also determine how much network pipe will be allowed by the dock—this can be set up relatively easily.
- Minimum 256 bit AES encryption in storage and transport
- Each unit has its own unique ID that can be registered to a specific Officer
- Capable of handling over 2000 user/officer accounts
- An administrator can determine the roles and actions of all users and create individual user accounts with varying degrees of access i.e. administrative accounts, basic user accounts.
- Digital Evidence is deleted either manually or through category based automation. Manual deletions are applied when an administrator designates a video for deletion. The video is then allowed a 7 day grace period in which to be recovered. The event is then expunged.



EXHIBIT B



The automated deletion is reliant on the agency establishing retention categories. In the creation of categories, all types of categories are associated with a retention period. If no retention period is specified then video will remain on the system until manually deleted. If a category such as "Traffic Stop" is created with a retention period of 2 years, once a video is created, marked as a "Traffic Stop" and uploaded to EVIDENCE.com, the video will automatically be marked for deletion 2 years from the upload date. Administrators receive a weekly e-mail report notifying them of upcoming deletions that week. Audit trails for deleted events are always retained in order to show the life-cycle of the evidence even if expunged. EVIDENCE.com allows the System Administrator to create evidence categories with corresponding default lengths of retention in the EVIDENCE.com database. The System Administrator can also delete evidence as necessary. All deleted evidence will be retrievable for 7 days. The evidentiary Audit Trail will be retained after the evidence is purged for the purpose of accountability. The Audit Trail will indicate if the file was removed manually or through retention via categories

- The original file uploaded to EVIDENCE.com is never altered.
- Officers can add metadata using TASER's free mobile app, AXON MOBILE. This application syncs to the camera via Bluetooth and allows the officer to add metadata in the field. After upload, the officer can also add metadata tags on EVIDENCE.com. The following is the complete list of metadata which can be captured by EVIDENCE.com:

EVIDENCE.COM allows for 11 indexing fields.

- ID – Case ID of incident
- Uploaded By – User that uploaded content
- Owner – User currently assigned video i.e. if Officer A captures the video, but Officer B is conducting the investigation, Officer B only has access to view his own video. Said video can be assigned by an administrator to Officer B who can then review the video captured by Officer A.
- Title – Titles are defaulted to the date and time of the video capture "Flex Video 2012-10-13 1447." This field can be updated by the user at the time of capture to display a more specific title i.e. "Boat Crash at Lake of the Ozarks."
- From – Initial date to start search from
- To – Last date to search from
- Category Based Fields:
 - Date – Allows searching based on Recorded Date, Upload Date, and Delete Date
 - File Type – Allows searching for any digital media type or to specify type such as Video, Audio, Document, Image, Firing Log, and Other
 - Status – Allows searching for any status level or to specify type such as Active, Processing, Queued for Deletion, Excluded, and Deleted



EXHIBIT B



- Flagged – Allows searching for any flag level or to specify type such as Flagged or Unflagged.
- Category – Allows searching for any category type or to specify any category added by the agency.

Device Searches index the following fields:

- Model - All AXON Cameras, ETM and ECD
- Serial Number
- Device Status - Any, Active, Inactive, Stolen, RMA, Lost, Stolen
- Error Status - Any, Good, Minor, Major, Critical
- Last Upload Data From
- Last Upload Data To
- Device Name
- Device Assigned to

User Searches Index the following fields:

- Last Name
 - First Name
 - Role
 - Date - Last Active, Invited, Deactivated
 - Status - All, Active, Invited, Deactivated
 - From
 - To
 - Badge Number
-
- EVIDENCE.com takes all types of image and video files, including but not limited to: DIVX, TS, 3GP, ASF, AVI, FLV, MOV, MP4, RM, VOB, WMV, F4V, MPEG, and MPG. This will allow LOUISVILLE PD to store additional video data from other mediums such as in-car video cameras and mounted surveillance cameras.
 - Video Redaction. The best way to describe how EVIDENCE.com manages video is through layers. The two bottom layers are the original video and audio. Those two layers are never tampered with or manipulated. When we apply markers, clips, or redaction they exist in layers above the original content. The best way to imagine this would be to picture a translucent sheet over a picture or painting. Drawing on the sheet, and then removing the sheet. This leaves you with an un-altered original image.

When a user applies redaction to a video, all of their actions are saved to an XML file, much like the translucent sheet. When the video is played back the sheet is layered back over the video. Even when a redacted video is exported from EVIDENCE.com, the video is created (encoded) on the fly and saved to the local hard drive.



EXHIBIT B



- The camera itself is not capable of taking still photos. However TASER’s free smartphone app EVIDENCE Mobile can take still images and upload them to your EVIDENCE.com account and still images can be collected after upload using EVIDENCE.com.
- Enhanced Multi-file Uploader. Users can now enter a different Title, ID and Category for each file they upload in the Import Evidence section of Evidence.com. Users simply select the evidence (audio, video, picture, etc.) from their computer they want to upload to their account or simply drag and drop the files into the designated area.

FILE SHARING

Any file stored on EVIDENCE.com can be shared with interested parties. Individual files and entire case files can be shared with outside EVIDENCE.com users directly from the online interface. This feature can be particularly helpful when coordinating with, say, a District Attorney’s office for litigation purposes. These files can be shared for a set period of time, and when the audit trail logs access and views.

- **The bidder must describe any maintenance costs for any required software.**
Evidence.com licenses are purchased annually and include costs for maintenance on our cloud system. Customer service is available online and via email 24/7, and live customer support is available M-F 7:00AM – 5:00PM MST.

If Louisville PD requires on-site maintenance or training support, TASER Professional Services fees will apply.

- **The bidder must describe any auditing capabilities of any described software.**
Audit tracking and reporting functions. TASER’s complete on-officer video and evidence management systems safeguard against a break in the chain of custody. EVIDENCE.com automatically logs a detailed Evidence Audit Trail of anything that happens to that video or its metadata. The log can be used to determine a chain of custody that surpasses chain of custody regulations. EVIDENCE.com logs an Audit Trail for every piece of digital evidence. Below is an example of an Audit Trail on a single piece of video evidence.

Taser Information		Report Generated by	
Dept.	TASER Demo Site	Name	Midwest, Officer (32921)
Title	12-090998	Username	Midwest
		Local Time zone	US Mountain Standard Time (UTC -07:00)
		Generated On	07 Sep 2012 12:42:47

Case ID: CA-5721FFE5131D4872B2E3F634F9320D92

#	Date	Time	User	Activity
1	28 Aug 2012	12:42:47 (-07:00)	Northern, Officer (23470) Username: Northern	Created



EXHIBIT B



2	28 Aug 2012	12:42:48 (-07:00)	Northern, Officer (23470) Username: Northern	Viewed
3	28 Aug 2012	12:43:03 (-07:00)	Northern, Officer (23470) Username: Northern	Tag 'DUI' Added
4	28 Aug 2012	12:43:09 (-07:00)	Northern, Officer (23470) Username: Northern	Tag 'Jones' Added
5	28 Aug 2012	12:43:25 (-07:00)	Northern, Officer (23470) Username: Northern	Annotation Added or Updated
6	28 Aug 2012	12:43:35 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Video interviews' Added
7	28 Aug 2012	12:43:45 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Audio interviews' Added
8	28 Aug 2012	12:43:54 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Crime scene photos' Added

- The bidder shall describe the chain of custody features of the submitted camera system and any required or optional software.
See answer to the previous question above. This document provides a clear chain-of-custody.
- The submitted camera system and any required or optional software shall not require administrator privileges on a PC or operating workstation for connection or operation. The bidder shall describe user privileges required to utilize or access the submitted system.
Evidence.com does not require administrator privileges on a PC. It can be accessed by standard browsers and an internet connection at www.evidence.com.
- The bidder shall describe any accessories, additional items, or optional items that may be associated with this camera system. This includes any additional documentation such as software licenses, warranties, or user agreements. The bidder shall include the costs of these additional or optional items.
Please see TASER's optional price list, which is below.

Customer Care Extended Warranty

Model	Product Description	Agency Price
70032 & 70030	EVIDENCE.com Dock 2-YEAR EXTENDED WARRANTY 6-BAY	\$499.90 ea
70031 & 70030	EVIDENCE.com Dock 2-YEAR EXTENDED WARRANTY SINGLE BAY	\$129.99 ea
73033	AXON flex lot 2-YEAR EXTENDED WARRANTY	\$299.95 ea
73074	AXON body cam 2-YEAR EXTENDED WARRANTY	\$199.95 ea

EVIDENCE.com Services

Model	Product Description	Agency Price
87001	Basic EVIDENCE.com license 1 year	\$190.00 ea
88001	Standard EVIDENCE.com license 1 year	\$300.00 ea
89001	Pro EVIDENCE.com license 1 year	\$468.00 ea
85078	Ultimate EVIDENCE.com annual payment*	\$680.00 ea
95123	EVIDENCE.com Unlimited Plan annual payment*	\$948.00 ea



EXHIBIT B



EVIDENCE.com Services (continued)

85130	Officer Safety Plan annual payment**	\$1,188.00 ea
85035	EVIDENCE.com storage (GB) 1 year	\$1.50 ea
85054	TASER Assurance Plan AXON flex annual payment	\$278.00 ea
85070	TASER Assurance Plan AXON body annual payment	\$204.00 ea
85079	TASER Assurance Plan EVIDENCE.com Dock annual payment (based on the number of cameras purchased)	\$36.00 ea
85055	Premium Plus Package	\$15,000 ea
85056	Premium Package	\$7,500 ea
N.A.	Basic remote support	Free
85014	A La Carte Package	\$2,000.00 ea day

*This license tier is only available for 3-year or 5-year terms

**This license tier is only available for 5-year terms.

AXON flex Accessories

Model	Product Description	Agency Price
73004	USB Sync Cable w/ Wall Charger	\$14.95 ea
73008	Oakley Clip	\$19.95 ea
73009	Collar/Versatile/Cap Mount	\$29.95 ea
73008	Ratchet Collar/Versatile/Cap Mount	\$29.95 ea
73002	Ball Cap Mount	\$29.95 ea
73010	Low Rider Headband	\$49.95 ea
73058	Low Rider Headband, Large	\$54.95 ea
73006	Controller Holster, flex, Standard Uniform Clip	\$29.95 ea
73035	Controller Holster, flex, Mini Alligator Clip	\$29.95 ea
73038	Controller Holster, flex, Belt Clips	\$29.95 ea
73011	Epaulette Mount	\$19.95 ea
73013	Helmet Mount	\$19.95 ea
73000	Helmet Mount, Ratchet, Shoes	\$19.95 ea
73001	Helmet Mount, Ratchet, HUC	\$19.95 ea
73020	Universal Magnet Clip	\$7.95 ea
73021	Multi-Mounting Kit, Flex (Low Rider headband, Collar mount, Epaulette mount, Oakley kit)	\$199.95 ea
73059	Ballistic Vest Mount, Rotating	\$19.95 ea
73022	Cable, Straight to Right Angle, 18"	\$5.95 ea
73005	Cable, Straight to Right Angle, 36"	\$5.95 ea
73023	Cable, Straight to Right Angle, 48"	\$5.95 ea
73025	Cable, Straight to Straight, 36"	\$5.95 ea
73026	Cable, Straight to Straight, 48"	\$5.95 ea
73027	Cable, Right Angle to Right Angle, 18"	\$5.95 ea
73028	Cable, Right Angle to Right Angle, 36"	\$5.95 ea
73029	Cable, Right Angle to Right Angle, 48"	\$5.95 ea
73099	Cable, Coiled, Straight to Right Angle 48"	\$12.95 ea
73081	TASER CAM™ HD/AXON Camera Universal Charger w/U.S. and International Adaptors	\$14.95 ea

AXON flex® Hardware

Model	Product Description	Agency Price
73030	AXON flex Camera System (Camera, Controller, Cable straight to right angle 48" (73023), Coiled cable straight to right angle (73000), USB Sync Cable w/ Wall Charger (73004)**	\$599.00 ea
73055	AXON flex Camera System, Offline**	\$599.00 ea
73061	AXON flex Full Solution Kit** I	\$1,113.95 ea
73066	AXON flex Full Solution Kit, Offline** I	\$1,113.95 ea
73092	Motorola Moto G	\$199.00 ea
73034	Oakley Flak Jacket Kit, flex	\$149.95 ea

** This is a promotional price currently available for the AXON flex system.

† Includes several AXON mounts and a Moto G mobile digital device.

EVIDENCE.com Dock Hardware

Model	Product Description	Agency Price
70028	8-bay * Core EVIDENCE.com Dock	\$1,495.00 ea
70023	1-bay * Core EVIDENCE.com Dock	\$249.00 ea
70028	Individual bay EVIDENCE.com Dock	\$249.00 ea



EXHIBIT B



- **The submitted camera system shall be under warranty. The bidder shall describe the warranty applicable to the submitted camera system, including time frame and facets covered by the warranty.**

The camera comes with a manufacturer's 1 year warranty. All accessories come with a 90 day warranty.

- **The bidder shall describe support provided for maintenance and repairs to the camera system.**

Ongoing maintenance and upgrades are included in some of our license options:

Ultimate: Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and the TASER Assurance Plan for the AXON camera. The TASER Assurance Plan includes 3% Spare cameras available for "hot swaps," and full upgrades of your cameras in year 2.5 and year 5, as long as you continue the Evidence.com services for that period of time.

Unlimited: Each Evidence.com Unlimited License includes the benefits of the Evidence.com Ultimate License and unlimited data storage for AXON camera and Evidence Mobile generated data in the Evidence.com Services. You must implement a data retention schedule in the Evidence.com Services for the management of your data stored in the Evidence.com Services to qualify for the Evidence.com Unlimited License.

The Evidence.com Ultimate or Unlimited License must be purchased as a 3 or 5 year license.

- **The bidder shall describe any training required or provided with the submitted camera system.**

TRAINING CAPABILITIES

The entire system can be implemented the day it arrives. The system is designed to be a simple, intuitive, out-of-the-box experience.

The system is designed to be an intuitive "out of the box" experience. Product manuals and Quick-Start Guides are included with the hardware, and video tutorials and FAQs are available on TASER.com. However, if the department requests on-site training and support, it can be arranged. TASER will be happy to work with the agency to construct a schedule, if necessary.

TASER International can thoroughly train users to use AXON body and EVIDENCE.com. Our Professional Services team focuses entirely on training on-site and off-site. We can train everyone from front line officers, admins who run the system, supervisors and even District Attorneys. We have a training department who has successfully trained thousands of TASER Instructors and Master Instructors. Several of our employees are

City of Louisville | 23

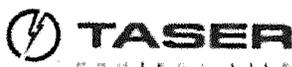


EXHIBIT B



retired Law Enforcement Officers who know exactly how important training is to an agency's mission. If additional training is requested by LOUISVILLE PD your account representative will work with you and your agency to determine additional needs, timing and pricing.

Users are trained on the operational and logistics of the camera systems and how to use and navigate EVIDENCE.com, how the docking station works. In-person end user training takes approximately 90 minutes

Administrators will receive additional training on how to use and easily manage Evidence.com. Administrator training generally lasts 60 minutes.

Administrators should attend all of the training sessions that are decided upon.

We also offer a Train-The Trainer session(s). We teach your trainers how to use the cameras and systems and they can then train any end users.

Centralized training can also be done easily and efficiently.

- **The bidder must provide a suggested implementation plan.**

Item	Time	Total Units
100 unit roll-out	Year 1	100
TASER Professional Services – Premium Plus: Train-the-trainer model	At roll-out	100
200 unit roll-out	Year 1.5	300
200 unit roll-out	Year 2	500
200 unit roll-out	Year 2.5	700
200 unit roll-out	Year 3	900

- **Cost information for all items in this RFP shall be good for a period of three years.**
Please see our quote for this information.
- **The bidder shall submit at least two (2) samples of the submitted camera system and related peripherals for testing and evaluation.**
Two of our full-solution camera kits SKU 73061, is included with this proposal.



EXHIBIT B



AXON FLEX FEATURES, BENEFITS, AND ADDED VALUE

Features	Benefits	Added Value
Video Resolution 640 x 480	Good resolution without the massive file sizes of HD video. Officers will use roughly 100GB of storage per year with 640 x 480. With HD, they could use nearly 1000GB of storage per year. That is roughly 10x the amount of storage.	X
30 Second Pre-Event Buffer	This technology captures the 30 seconds of video prior to an officer hitting record. This provides context for what led up to a critical event.	X
Lens Field of View: 75°	AXON flex simply captures the officer's direct visual perspective.	X
Date and Time Stamp: Set by NIST. Embedded in Video File.	Date and time cannot be altered. This protects the chain of custody.	
8 GB Flash Storage Capacity with Up to 12 hours Recording Time	When a critical event does occur, you will not run out of recording time.	X
MPEG-4 Layer 2 Recording Format	Playable on standard video playback devices	X
-20 Celsius to +55 Celsius Working Temperatures	You can trust AXON flex to operate even at these temperatures.	
IPX2-MIL-STD Water Testing	Weather won't stop AXON flex	
6' onto Hard Surface Drop testing	If an officer drops AXON flex, it is designed to hold up.	
Lithium-Ion (Non-Removable) Battery Type	Rechargeable batteries mean not having to buy tons of off-the-shelf batteries.	
12+ hours Battery Recording Life	Each officer's camera battery will last for their full 8 or 10 hour shift.	X
Physical Dimensions: Camera 3.2" x .7 x .8; Controller 3.3" x 2.6" x .8"	AXON flex offers several mounting options for law enforcement officers, including Oakley Glasses, Collar, Cap, Headband, Uniform clip, Alligator clip, Belt clips, Epaulette, Universal Magnet, and Helmet mount.	
Weight: Camera .53 oz. ; Controller 3.3 oz.	Weighs less than the typical officer's badge.	X
Simple one button Operation	No fumbling with complicated activations. This is a simple device with one record button.	
1 Year Manufacturer Warranty	1 year warranty comes free on AXON flex.	X



EXHIBIT B



COMPANY OVERVIEW

TASER Corporate Information

<p>Credentials TASER provides body-worn cameras to Law Enforcement, and has been providing these services for 8 years. TASER uses customer input to continuously improve our products. Our products have a laser-like focus on the law enforcement market.</p>		
<p>Background and Organizational History TASER International was founded in September 1993 and has remained committed to providing solutions which Protect Life and Protect Truth. In May 2001, the company became publicly traded on the NASDAQ stock exchange (TASR). Since that time, TASER has launched several new products, such as X26 CEW (2003), TASER CAM (2006), X3 CEW (2009), AXON PRO (2009), EVIDENCE.com (2009), X2 CEW (2011), AXON flex (2012), and AXON body and X26P CEW (2013).</p>		
<p>Years in Business: 21 years</p>		
<p>Performing like Services: 8 years</p>		
<p>Location of HQ and Other Offices:</p> <table><tr><td><p>TASER HQ 17800 N. 85th Street Scottsdale, AZ, 85255</p></td><td><p>TASER Washington 506 2nd Ave Floor 14 Seattle, WA 98104</p></td></tr></table>	<p>TASER HQ 17800 N. 85th Street Scottsdale, AZ, 85255</p>	<p>TASER Washington 506 2nd Ave Floor 14 Seattle, WA 98104</p>
<p>TASER HQ 17800 N. 85th Street Scottsdale, AZ, 85255</p>	<p>TASER Washington 506 2nd Ave Floor 14 Seattle, WA 98104</p>	
<p>Number of Employees: 400+</p>		
<p>Client Base: TASER's Client Base is primarily the Law Enforcement market, and has been since TASER's inception in 1993.</p>		
<p>Type of Business: Corporation</p>		



EXHIBIT B



ACCOMPLISHMENTS IN THE BWC INDUSTRY

Today, TASER has sold over 20,000 BWC units into the Law Enforcement Market. We have had more Major City Departments deploy our cameras than our competitors combined. TASER has already sold more than 12,000 BWC units in 2014. Below is a short list of our largest customers:

Department	State	# of Cameras	EVIDENCE.com Account
Winston-Salem Police Department	NC	623	Yes
Fort Worth Police Department	TX	615	Yes
Albuquerque Police Department	NM	600	Yes
New Orleans Police Department	LA	536	Yes
Savannah-Chatham Metro, PD	GA	360	Yes
Cook County Sheriff's Office	IL	350	Yes
Birmingham Police Department	AL	319	Yes
Norfolk Police Department	VA	310	Yes
San Diego Police Department	CA	300	Yes
Greensboro Police Department	NC	297	Yes
Okaloosa County Sheriff's Office	FL	279	Yes
Bay Area Rapid Transit Police Department	CA	269	Yes
Salt Lake City Police Department	UT	260	Yes
Anaheim Police Department	CA	258	Yes
Ontario Police Department	CA	227	Yes
Spokane Police Department	WA	220	Yes
Chesapeake Police Department	VA	210	Yes
Las Vegas Metropolitan Police Department	NV	206	Yes
Escondido Police Department	CA	205	Yes
Modesto Police Department	CA	168	Yes
Spartanburg County Sheriff's Office	SC	160	Yes
Mesa, Police Department	AZ	150	Yes
Fullerton Police Department	CA	144	Yes
Newport News Police Department	VA	142	Yes
Columbia Police Department	MO	123	Yes



EXHIBIT B

AXON flex

AXON body

An independent survey by online magazine PoliceOne.com revealed that police officers perceived TASER to be the market leader in on-officer video by a wide margin. After releasing the flex camera system in February of 2013, the flex has taken off with success after success because of a simple fact—we know what law enforcement wants in on-officer video. Now, AXON body is taking off as well. See what officers from early-adopting agencies had to say:

Fort Worth (TX) Police Chief Jeff Halsted: "On-officer video systems like the AXON Flex give us an opportunity to showcase and support the jobs our officers are doing in the field. Having a complete video record of these incidents will provide a higher level of protection for both our officers and the public."



Sergeant Brandon Davis

Greenwood (AR) Police Department Sergeant Brandon Davis: "I loved the multiple mounting options of AXON Flex. The integration with Oakley makes it cool & comfortable. This is a system officers will want to wear."

NY Times Article on Rialto (CA) Police Chief William Farrar's Study: "Even with only half of the 54 uniformed patrol officers wearing cameras at any given time, the department over all had an 88 percent decline in the number of complaints filed against officers, compared with the 12 months before the study, to 3 from 24"

Mesa (AZ) Police Chief Frank Milstead: "As evidentiary technologies evolve, so do the expectations of the judicial system and the community. It is imperative law enforcement keep pace with these expectations. The AXON platform provides our officers the safest and least intrusive system to obtain, provide and store such evidence."

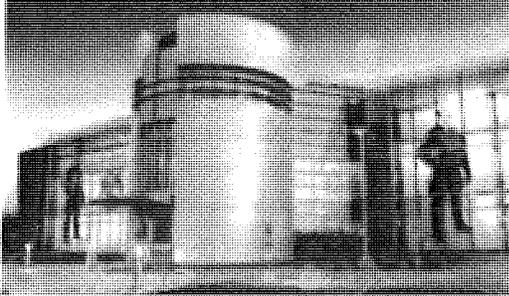
New Orleans Police Superintendent Ronal Serpas: "I believe that the use of TASER's AXON Flex body worn cameras and the use of Cloud technology with EVIDENCE.com is a game changer for police departments here and around the world. Deployment of this equipment provides police and the community an opportunity to reconstruct events in a way that advances safety, accountability, transparency, and professional policing."

EXHIBIT B

AXON flex

AXON body

PROPOSER'S CAPABILITIES



*TASER International Headquarters:
Scottsdale, AZ*

LOUISVILLE PD wants a proven vendor who can handle the size and scope of LOUISVILLE's BWC program, and implement it successfully. To date, TASER has deployed over 60,000 TASERCAMs and over 20,000 BWC devices exclusively to Law Enforcement departments. And ever since TASER was founded 21 years ago, we have focused on the Law Enforcement market. That means that Law Enforcement agencies and leaders have helped us develop our products and services. Everything we make and support is a direct result of Law

Enforcement needs.

TASER's Mission: Protect Life. Protect Truth.

TASER's industry-leading Conducted Electronic Weapons (CEWs) are used worldwide by law enforcement, military, correctional, professional security, and personal protection markets. TASER CEWs use proprietary technology to incapacitate dangerous, combative, or high-risk subjects who pose a risk to law enforcement/correctional officers, innocent citizens, or themselves; and CEWs are generally recognized as a safer alternative to other uses of force. TASER technology protects life, and the use of TASER devices dramatically reduces injury rates for law enforcement officers and suspects. Today, over 17,000 law enforcement agencies use TASER CEW's, and they are used in more than 40 countries worldwide.

TASER International was founded in September 1993 and has remained committed to providing solutions which Protect Life and Protect Truth. In May 2001, the company became publicly traded on the NASDAQ stock exchange (TASR). Since that time, TASER has launched several new products, such as X26 CEW (2003), X3 CEW (2009), AXON PRO (2009), EVIDENCE.COM (2009), X2 CEW (2011), AXON flex (2012), AXON body and X26P CEW (2013).

From its industry-leading CEWs, to its AXON/EVIDENCE.com video recorder and storage system, TASER is committed to reducing violent confrontation, providing accountability, and preventing danger. TASER is the industry leader in on-officer video devices, with over 60,000 of its video recording devices in the field.

The team at TASER is committed to protecting life by providing innovative, high quality products and services that exceed customer expectations every time. The ISO 9001:2008 certification of quality management system demonstrates the company's commitment to quality for its customers, employees, and suppliers. This supports a continual improvement philosophy, which is the responsibility of every employee.



EXHIBIT B



The TASER Experience

TASER believes that its success in the law enforcement industry has been thanks to a keen understanding of the unique needs of policing. We understand that our technology must not only serve to protect officers in the field, but it also must be easy to use, it should make the lives of those officers easier, and it ought to address the day-to-day realities of life on patrol.

This commitment to our customers is more than evident in the design of the AXON flex. TASER's partnership with Oakley's Eyewear ensures that our camera is something officers *want* to be seen wearing, and officers never need to worry about whether the camera is properly fastened—they often forget it is there.

When we developed AXON body, we listened to our customers' need for something simple to operate. We developed the AXON body because our customers loved our 30 second buffering, the retina low-light capability, the quality of the video evidence we produce, and for the EVIDENCE.com workflows we offer. Some customers wanted everything we offer with flex, just in a simpler camera.

We do our utmost to produce the highest quality cameras. We inspect all incoming parts, oversee inventory replacement, conduct rigorous validation procedures, collect feedback from trials, and allow for almost no variance in the manufacturing process. The result is a consistently great product that can ably serve law enforcement.

Finally, TASER also takes every step to ensure that you have a hassle-free out-of-the-box experience. The steps for activating a body cam or flex unit are almost as quick and easy as activating an iPad. We follow through as well. TASER offers around-the-clock customer support and will help your agency every step of the way as you adopt this new paradigm in police technology.

Your TASER Account Manager/ Point of Contact

Video Systems Contact

Andrew Grayson
Sales Manager
TASER International, Inc.
agrayson@taser.com
800-978-2737





EXECUTIVE SUMMARY – TASER

LOUISVILLE PD will find the simple, turn-key solution to implementing body worn cameras with TASER. TASER offers AXON body and AXON flex our simplest cameras to operate, and EVIDENCE.com, our turn-key cloud-based storage and management system.



AXON flex system, shown with the Oakley Flack Jacket Mount option. This is one of over 10 mounting options TASER offers with the AXON flex.

Using proven technology best equips your officers. Because on-officer video is a new venture for LOUISVILLE PD, TASER can be a trusted partner in rolling out a customized video and evidence management solution. TASER strongly believes that body-worn video would surpass the PD's expectations to better capture events as they occur; assist in the prosecution of cases; and protect the department, Agency, City, and officer from frivolous accusations.

PROTECTING & ADVANCING EVERY OFFICER

LOUISVILLE PD has diverse Units and Teams within the agency, and many officers may spend little to no time in a police cruiser during their tactical assignments. From our research, officers experience most of their tactical events away from their vehicle.

EXHIBIT B

AXON flex

AXON body

OVERVIEW OF ADVANCED FEATURES AND COMPONENTS

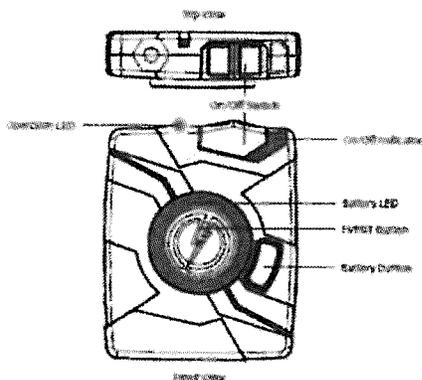
Convenient to Wear

In order to provide the most comfort to men and women in the field, TASER has made the AXON body as lightweight and compact as possible. At 2.6" x 0.8" x 3.5" and less than 100 grams, this camera is very compact.

Convenient to Use

To power on the device, the user simply toggles the switch on the top, which is durable enough to protect against accidentally powering down. To activate recording mode, the officer must then double-tap the button in the center of the device; to deactivate recording mode, he must hold that same button for approximately three seconds. Both of these measures guard against accidental recording.

There are a number of audio and visual prompts that signal to the officer the status of the device. While the device is in recording mode, every two minutes the officer will hear the system beep twice—to help ensure that she does not forget that it's on. (The loudness of these beeps can be adjusted by a small button on the top of the camera.) In addition, there is also a LED light on the top of the camera that will blink red for the duration of the recording period.



That same LED light will also blink green in standby mode, blink yellow if a cable is disconnected, or it will be solidly red if the device is booting up. There is another LED light around the rim of the EVENT button in the center of the device. This light indicates the battery level: green if fully charged, yellow if 20-40% of capacity, and red if less than 20% of capacity.

But perhaps the most exciting feature of the AXON workflow is the ease with which files are uploaded to EVIDENCE.com, TASER's cloud-based storage solution. At the end of his shift, the officer simply places his AXON camera in his agency's EVIDENCE.com dock, and goes home. That's it. The dock takes care of the upload and recharges the camera's battery for the next day's shift.

Functional Wherever and Whenever You Need It

TASER understands that an officer needs his camera to withstand the sometimes rough environments he operates in. So we have made it a priority in the development process to create as durable of a camera as possible. The AXON has an operable range of -20 to +50 degrees Celsius, is functional after drops of up to six feet, and can withstand rain and high wind speeds.

 **TASER**
CORPORATION

City of Louisville | 32

EXHIBIT B



In the event that the camera does, for some reason, malfunction, TASER also offers a one-year, no-questions-asked manufacturer's warranty on the camera, and a 90-day warranty for the camera accessories.

The AXON also boasts advanced "retina low-light" technology, allowing the camera to capture exactly what the officer sees in nighttime conditions. Competitors either offer no nighttime solution, or they offer infrared vision, which distorts the image as it was apparent to the officer. Only the AXON offers a quality image that can properly adjudicate potentially costly disputes initiated in low-light conditions.

Although TASER is currently working on the technology, law enforcement agents can't yet see into the future and anticipate when critical incidents will arise. That's why it is imperative that their camera comes with buffered recording. The AXON's buffered recording feature automatically records the 30 seconds prior to the activation of the camera, to provide the proper context of every event an officer confronts.

The AXON's 12+ hours of battery life (field tests have reported as much as 16 with normal use) and 4 hours of recording space further ensures that an officer can capture important incidents that occur at any point throughout his shift. And charging the battery is no effort—the camera charges in the dock where it uploads video files to EVIDENCE.com.

Best-Value Video Quality

Some competitors offer HD-quality video, and TASER has experimented with HD in the past, but HD files require substantially more storage space than the 480p files generated by the AXON. And that storage space costs money. Given that 480p is capable of providing a perfectly good depiction of an incident, TASER believes that HD video might not offer the best value to law enforcement departments. Further yet, there may be disadvantages of having video quality that is *too good*, picking up on details in high-stress environments that no person might have noticed in the moment.

Immediate Review and Marking in the Field

TASER also offers a mobile application available on an officer's Android or iOS smart device. Thanks to our partnership with Looxcie, the AXON video camera can establish a Bluetooth connection with an officer's smart device in order to stream the video stored in the camera. With this unique mobile application, officers can review video, annotate and mark files, and even live-stream images. These features enable an officer to categorize files while the incident is still fresh in his mind, and assist training efforts by allowing immediate feedback to trainees.



EXHIBIT B



Establishing a connection between the AXON camera and a personal smart device also allows video files to be automatically tagged with GPS locations, providing yet another layer of review and organization to EVIDENCE.com.

The field video solution operates independently from the MDC.

AXON body-worn cameras operate independently from the MDC. In fact, they operate independently from the vehicle. The officer can exit the vehicle and begin a foot pursuit, continuously capturing evidence with the camera. The camera goes wherever the officer goes.

Rechargeable battery life: twelve hours of standby time.

The AXON body device has one switch—to power on and off, and one primary button—to activate and deactivate the camera's recording mode. The camera contains a full-shift battery, helping to ensure that all critical incidents can be captured, no matter how late in a shift they may occur. The AXON body has no wires.

At the end of his shift, the officer simply places his camera in his agency's EVIDENCE.com dock and goes home. That's it. The dock takes care of the upload and recharges the camera's battery for the next day's shift.

Field charging option.

The AXON cable is comprised of a TRS (headphone jack) on one end and USB on the other. It can be charged in any electrical charger, whether it's NEMA-5 (standard wall jack), or a car charger, as long as you have a USB charging adapter.

Power activation: Easily accessible powers switch activation.

AXON events can only be activated using the Event Button on the camera. When an officer engages the Event Button, AXON creates a video file beginning 30 seconds prior to the event using the pre-event buffer feature. AXON and the recording trigger button (the Event Button) are mounted on the officer, which is a huge benefit. On-officer mounting is superior to in-car mounted digital recording systems because it records from the officer's point of view. Instead of only recording events which occur directly in front of a police vehicle, AXON records exactly what the officer sees. This feature would be especially beneficial, for example, during a traffic stop of a civilian vehicle without rear windows or darkly tinted windows, or during a foot pursuit.

- **Custom storage set-up options and automatic delete to never delete parameters**
Saving storage space via an automatic deletion policy is remarkably simple with EVIDENCE.com. Before you even record a single AXON video, account administrators



EXHIBIT B



may pre-set how long they would like each file to be stored until it is deleted by the system. Of course, these retention periods may always be adjusted for individual files after they have been uploaded to the EVIDENCE.com system, which will be useful if a particularly critical incident is captured and must be stored on file indefinitely. And if recently deleted files are still needed, then a "remorse period" ensures that those files can still be retrieved within a seven-day timeframe.

The automated deletion is reliant on the agency establishing retention categories. In the creation of categories, all types of categories are associated with a retention period. If no retention period is specified, then video will remain on the system until manually deleted. If a category such as "Traffic Stop" is created with a retention period of 2 years, once a video is created, marked as a "Traffic Stop" and uploaded to EVIDENCE.com, the video will automatically be marked for deletion 2 years from the upload date. Administrators receive a weekly e-mail report notifying them of upcoming deletions that week. Audit trails for deleted events are always retained in order to show the life-cycle of the evidence even if expunged.

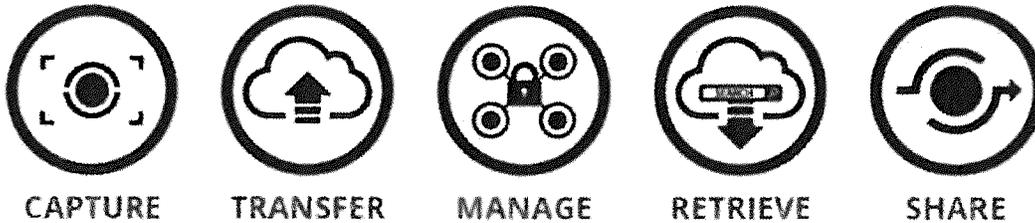
LOUISVILLE PD users designated as Administrators will have full control of the classification system. TASER suggests a few classifications, such as "Traffic Stop" or "Domestic Dispute," but LOUISVILLE can customize the classifications as needed. There are many different ways to handle deletion, but the Administrators can remove any user's ability to delete a record from the system. There are also automated deletion periods which can be built into the system, which were discussed in the above "DELETING/PURGING" section. Audit trail capabilities are also discussed in detail on the previous page.

EXHIBIT B



Development of the Digital Evidence Workflow (DEW)

DIGITAL EVIDENCE WORKFLOW (DEW) FRAMEWORK



After consulting with agencies across the country, TASER International created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness.

THE DEW FRAMEWORK DEFINED

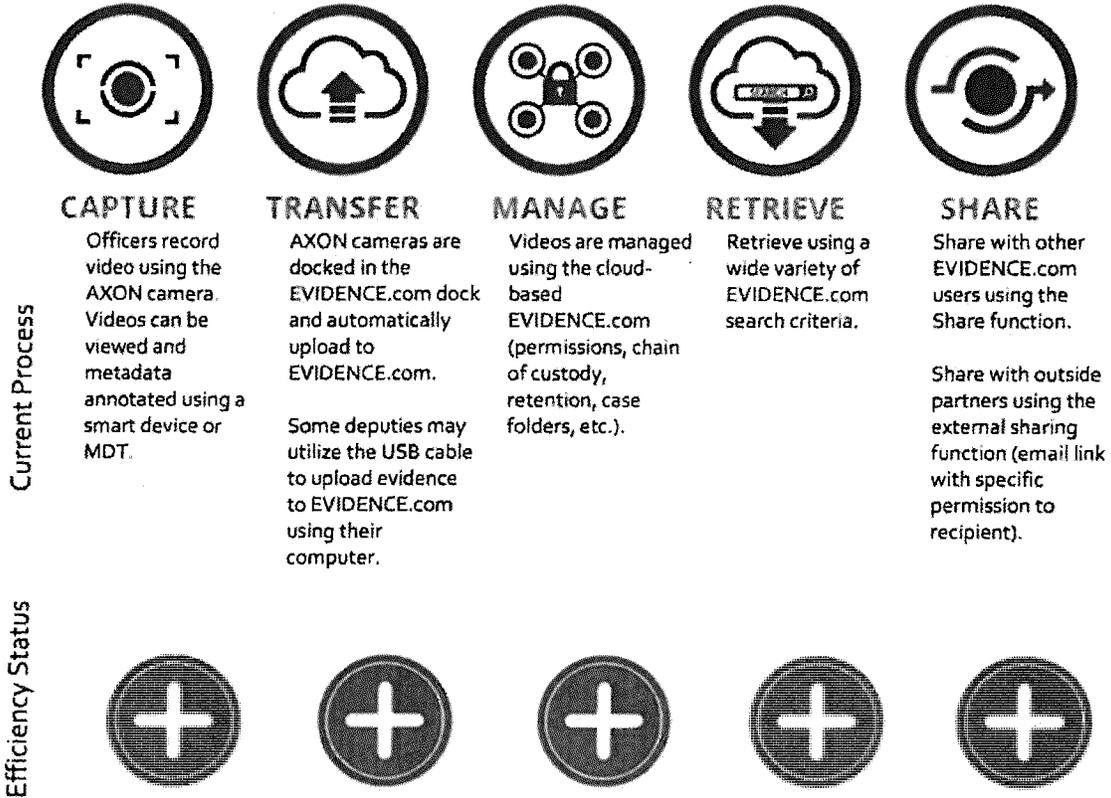
Across all digital evidence workflows, TASER identified five general phases that usually take place independent of the capture device. Those phases of the DEW Framework are:

- Capture/Collect
- Ingest/Transfer
- Manage/Store
- Retrieve
- Share

EXHIBIT B



DIGITAL EVIDENCE WORKFLOW (DEW) FRAMEWORK



INDUSTRY BEST PRACTICES

The **Capture/Collect** phase is the most visible and generally best understood stage of the DEW. During this stage, devices simply capture and collect the digital evidence. Examples are in-car video systems, on-officer video cameras, digital cameras and audio recorders. There are several important factors that an agency should consider when selecting a capture device such as power requirements, quality and dependability.

The **Ingest/Transfer** stage is frequently one of the most overlooked phases of the DEW. During this phase agencies must take the digital evidence that has been captured and either ingest or transfer the digital evidence into a management system. The most efficient way to deal with this is through automation, but many capture devices do not offer this capability. In the IACP report, "Technology Technical Assistance Program on In-Car Cameras," it is stated that "underestimating workload and costs were common problems experienced by the majority of



EXHIBIT B



agencies that participated in this IACP Study.³ Many, if not most, agencies use the same workflow to ingest digital evidence that they created decades ago for ingesting physical evidence: officers must physically return with the capture device to a centralized evidence repository where it is usually transferred to another digital medium and stored on shelves.

The **Manage/Store** phase is one that all agencies are aware must occur but they are often ill equipped to handle the storage and management of digital evidence. Indeed, the Commission on Accreditation for Law Enforcement Agencies (CALEA) standards highlight that "the products of these technologies could become an important piece of evidence in any type of case and should be maintained in a way to insure the integrity of contents."⁴ While some law enforcement agencies do have a vendor supplied or in-house developed digital information management system the cost of maintaining, securing and backing up such a system can be prohibitive.

The **Retrieve** phase is one of the most overlooked stages in that agencies frequently underestimate the amount of time it will take to find a piece of digital evidence. There are several different approaches to managing and storing digital evidence, each of which affects the retrieval process. For example, tagging a DVD with a barcode or case number and sticking it on a shelf in an evidence room or a storage warehouse can result in lengthy search and retrieval times. A single CD of evidence related to a case can contain a hundred or more images, each of which might pertain to a different aspect of the case. Trying to find the right images will require going through all one hundred or more images. If, on the other hand, the images were stored in a database and tagged individually with identifiers other than just the case number, they could be retrieved with a simple search within seconds. So a best practice is to have a system that has an advanced search function using multiple identifiers for each piece of digital evidence.

The **Share** phase of the process involves getting the digital evidence to the correct stakeholders when requested. One of the benefits of digitally stored evidence is that it can be securely moved to the requestor via the Internet. The banking industry realized enormous efficiency gains in the mid-to-late 90s by automating several of their processes securely over the Internet. In researching law enforcement's use of Internet-based automation in sharing digital evidence we discovered that only a very small minority of agencies today are taking advantage of this technology, resulting in mounting costs of digital evidence sharing. For example, a typical evidence room in the average police department requires one or more forms to request copies of digital evidence. That evidence first needs to be found, then copied (usually multiple copies are made) and finally hand delivered to the recipient, such as a prosecutor or defense attorney. A single request for evidence can take hours to complete and the manual transport of copies to be shared wastes numerous hours of officers' time that could otherwise be spent on the street. Finally, manual sharing of digital evidence frequently leads to lost copies, resulting in the entire process having to be repeated at additional cost.

³ IACP/COPS Technology Technical Assistance Program (2004) – Page 60, Paragraph 2

⁴ <http://www.calea.org/content/standards>

EXHIBIT B



Agencies across the country helped TASER to understand their needs when equipping on-officer video. The following subjects have been strongly influenced by customer use of on-officer video in the field.

All video stored in a central location.

TASER's proposed workflow includes direct transfer to a PC or through the use of our Evidence.com dock. The data is then transferred to the location of the agency's choosing. AXON videos can be stored wherever the department desires. With TASER's solution, the decision on the storage of digital evidence is completely LOUISVILLE PD's.

System prevents user from Deleting or Editing Original Video File.

AXON videos cannot be deleted from the camera.

AXON videos are downloaded automatically once the DVR is docked into the EVIDENCE.com dock. Once in the dock an encrypted 256-bit AES SSL session is established with the local storage device. Videos are then sorted and uploaded in an order of largest to smallest.

As a video is being downloaded it is broken into small blocks of approximately 2-3 megabytes in size. Prior to upload the block is hashed using the SHA1 algorithm to generate a unique fingerprint or checksum. The block is then downloaded to your storage device, upon receipt the block is hashed again using the SHA1 algorithm, if an identical checksum is generated then the file's fingerprints match and the block is unaltered from its original state on the AXON.

The block upload process is repeated until the entire MP4 is transferred. Using the same method that was used to validate the blocks, a contiguous checksum of the entire file will be evaluated to ensure that the MP4 file has been uploaded successfully and identical to when it was recorded. Once your storage device confirms receipt, the video is deleted from the DVR and the upload process moves to the next file.

TASER has a full customer support division. We offer webinars and training on our website 24/7, and live phone support Monday-Friday, 7:00AM – 5:00PM MST.



EXHIBIT B



EVIDENCE.COM: ADVANCED FEATURES

EVIDENCE.com provides a number of unique, pivotal features that facilitates evidence management and coordination. To begin with, account administrators can customize the roles and authorization levels of each member of the agency's account, both to preserve chain of custody and to clarify what each user is permitted to do.

To help find files stored on your EVIDENCE.com account, TASER offers a powerful search feature based on the name of the officer, the date the file was recorded or uploaded, the device moniker, etc.—this alone gives EVIDENCE.com a leg up to over most file management competitors.

Once you find the files you are looking for, you can begin to group them around larger case files—the most commonsense way to manage evidence.

Each file is capable of carrying "Intelligent Video Attributes"—basically information about the context of the video. These attributes could include GPS coordinates, the time it was recorded, the officer and device that recorded it, which case file it belongs to, etc. Each of these attributes making later searches and retrievals easier. Users can also clip out smaller segments of larger video files, in order to let the viewer see only the most significant moments of a recorded video.

EVIDENCE.com Functionalities

- ✓ Configurable Roles and Permissions
- ✓ Power Search Feature
- ✓ Files Grouped Around Case Numbers
- ✓ Intelligent Video Attributes
- ✓ Automated Retention Policies
- ✓ Seven-day Remorse Period
- ✓ Easy Sharing among Users

Saving storage space via an automatic deletion policy is remarkably simple with EVIDENCE.com. Before you even record a single AXON video, account administrators may pre-set how long they would like each file to be stored until it is deleted by the system. Of course, these retention periods may always be adjusted for individual files after they have been uploaded to the EVIDENCE.com system, which will be useful if a particularly critical incident is captured and must

be stored on file indefinitely. And if recently deleted files are still needed, then a "remorse period" ensures that those files can still retrieved within a seven-day timeframe.

Perhaps the most exciting of these features is the ease with which any file stored on EVIDENCE.com can be shared with interested parties. Individual files and entire case files can be shared with outside EVIDENCE.com users directly from the online interface. This feature can be particularly helpful when coordinating with, say, a District Attorney's office for litigation purposes.



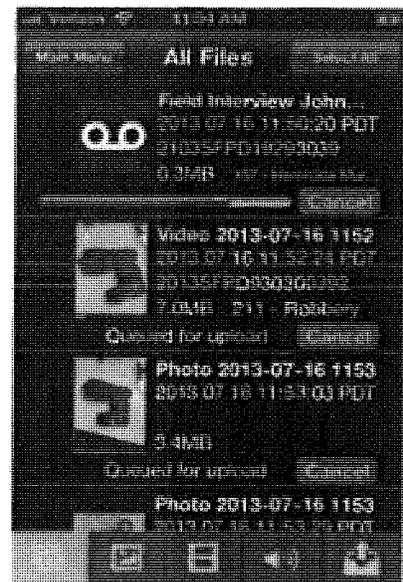
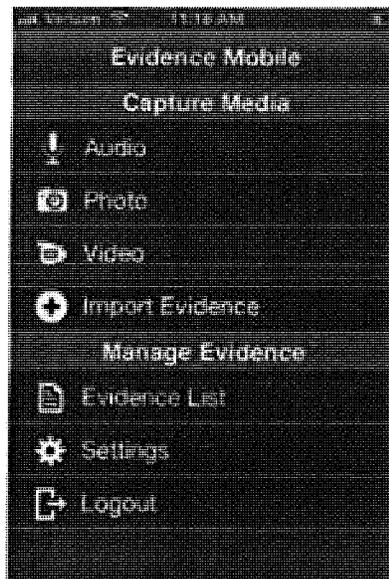
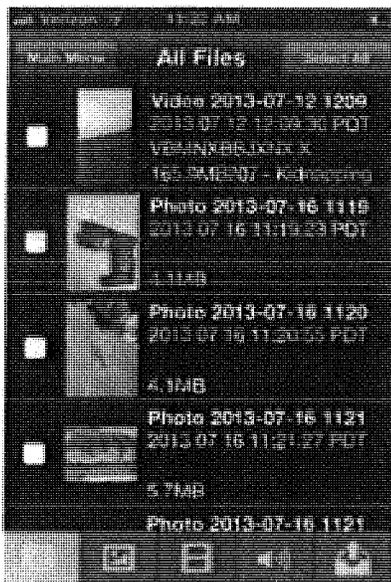
EXHIBIT B



EVIDENCE MOBILE

EVIDENCE Mobile is a free mobile application that allows officers to capture, tag and upload evidence with a few taps of the screen. It turns the officer's smart phone or touch screen device into a camera and audio recorder that seamlessly and securely integrates with EVIDENCE.com.

- **All the Evidence, One Device** - Capture photos, audio, and video using a mobile device.
- **Upload from Anywhere** - EVIDENCE.com data transfer directly from the field over any data or Wi-Fi connection.
- **Get More from Your Evidence** - Quickly tag data with time and date of capture, unique Title, incident ID, event category, and GPS location in the field.
- **Operating System** – Currently Available Through the Google Play Store for Android Devices Version 2.2 and above. Available through iTunes for Apple iOS Devices in Early 2013
- **Upload Method** – Upload Data via Any 3G or 4G Data Connection, or via a Wi-Fi Connection
- **Access** – Users Must Log In to Their Active EVIDENCE.com Account to Use the Application
- **Storage** – The Application Will Only Upload Data to EVIDENCE.com Secured Storage



Screenshots from TASER's EVIDENCE mobile app.



EXHIBIT B



Capture

Capture digital evidence in the form of videos, photographs, and audio recordings from user's mobile device.

Upload & File on the Go

Upload, tag and add information to digital evidence through the same device while on the go.

EVIDENCE.com Integration

This simple to use, end-to-end solution will manage digital data when paired with EVIDENCE.com.

GPS Tagging

Add device GPS data to evidence.

Security

Security pin protects evidence if device is stolen or lost.

Customize App Settings

Allows users to decide deletion policies, upload methods, GPS tagging, security and more.

Cost Control

Fit the app to your data plan; set maximums for the size of files uploaded via a data connection or upload only over Wi-Fi.

Savings

Never buy or carry another digital camera or audio recorder again.



EXHIBIT B

AXON flex

AXON body

EVIDENCE SYNC

EVIDENCE Sync allows officers to manage digital evidence and TASER® products from any computer with an internet connection, including an MDT. Use Sync to preview, annotate and upload digital evidence from any source to EVIDENCE.com, plus manage your agency's TASER products and update firmware. And as always, your data is secure and easy to access at any point.

- **Any File, Any Source** – Upload any audio, video, photo or other files currently on CDs, memory cards, servers or a hard drive to EVIDENCE.com.
- **Hands free Transfer**- Select the data to upload to EVIDENCE.com, then log out and walk away while the app keeps working.
- **Upload Any Digital Evidence** - Upload any format and size of photo, video or audio recording.
- **Manage TASER Products** – Collect evidence, change settings, assign, and update firmware for your CEWs or AXON® cameras.
- **Add Metadata** – Add Metadata Tag evidence with Title, Event ID, and Category, and assign evidence at upload
- **Schedule Uploads** – Select a folder or file on your hard drive or network to upload at set times.
- **Upload from Servers** – Upload interview room or dash-cam videos from shared drives.
- **Upload from Camera, CD or SD Card** – Upload crime scene photos from any source.
- **Upload from the Field** – Run the app from your MDT and access from the field.
- **Walk Away During Uploads** – Log out while uploads keep going in the background.
- **View Files in a Gallery** – View Files in a Gallery Quickly manage photos and videos using thumbnails.
- **Search Easily** – Find any file and search by title, date, keyword or other fields.

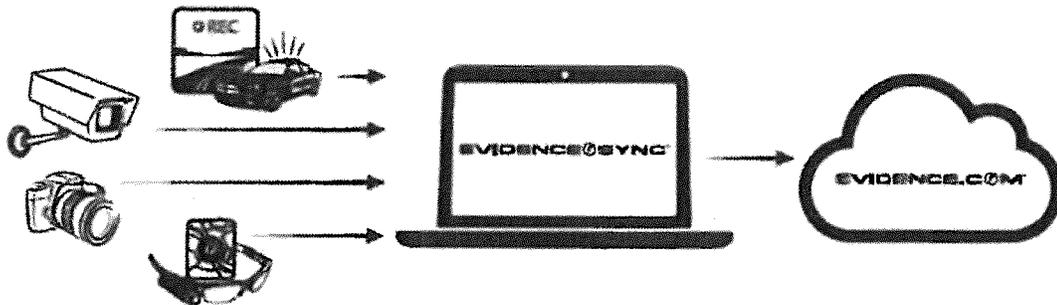


EXHIBIT B

EXHIBIT B

TASER International, Inc.'s Sales Terms and Conditions for the Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only) (Effective April 18, 2014)

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

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

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

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

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

SPARE AXON cameras. For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability

of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

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

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

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

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

TAP Evidence.com Dock Upgrade Models. TASER will upgrade

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

Evidence.com Docks.

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

EXHIBIT B

**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON flex™ and AXON body Cameras TASER Assurance Plan (U.S. Only)
(Effective April 18, 2014)**

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

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

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

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

TAP Payment Terms. TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the Term start date. If multiple purchases of AXON camera products/Evidence.com Dock have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

Sales Terms. TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers, located at <http://www.taser.com/sales-terms-and-conditions>, are also applicable to your purchase.

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

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

AXON flex is a trademark of TASER International, Inc., and TASER and  are registered trademarks of TASER International, Inc., registered in the U.S. © 2014 TASER International, Inc. All rights reserved.

EXHIBIT B



EVIDENCE.com Master Service Agreement

TASER International, Inc. ("TASER," "us," or "we") and _____ ("Agency," "your," or "you") agree to accept and be bound by the following terms and conditions effective _____, 20____ ("Effective Date"):

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services and Your Content during the subscription term ("Term"). You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
3. **Evidence.com Data Security.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program ("ISP") that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.
5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
6. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
7. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.
8. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:
 - a. Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
 - b. You are, or any end user is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or
 - c. You have become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding.
 - d. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on

EXHIBIT B



EVIDENCE.com Master Service Agreement

Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

9. Term.

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

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

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

10. Termination.

a. **Termination for Convenience.** We may terminate this Agreement for any reason by providing you 30 days advance notice. In the event that we terminate this Agreement under this Section we will issue you a refund of any prepaid amounts on a prorated basis.

b. Termination for Cause.

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

ii. **By Agency.** You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section 10(b)(ii) at least 90 days prior to the end of the then current fiscal year.

c. **Effect of Termination.** Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5-7, 11, 12 (except the license granted to you in Section 12), 13, and 15-19 will continue to apply in accordance with their terms.

11. Return of Your Content.

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

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

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

12. **IP Rights.** We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

13. **License Restrictions.** Neither you nor any of your end users may use the Evidence.com Services in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative

EXHIBIT B



EVIDENCE.com Master Service Agreement

works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Evidence.com Services you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

14. Third-Party Products and Services. No purchase of third-party products or services is required to use the Evidence.com Services other than a computer and Internet access. Any acquisition by you of third-party products or services and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in a Quote. If you install or enable Third-Party Applications for use with Evidence.com Services, you acknowledge that we may need to allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Evidence.com Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

15. Representations by You. You represent and warrant to us that: (a) you have been duly authorized by the laws of the applicable jurisdiction, and by a resolution of your governing body, if legally required, to execute and deliver this Agreement and to carry out your obligations under this Agreement; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement; (c) if you are a government agency, that the Evidence.com Services will be used by you only for essential governmental or proprietary functions consistent with the scope of your authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and (d) if you are a government agency, you have funds available to pay until the end of its current appropriation period, and you intend to request funds to make payments in each appropriation period, from now until the end of the Term.

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

THE EVIDENCE.COM SERVICES ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE THAT THE EVIDENCE.COM SERVICES OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE EVIDENCE.COM SERVICES WILL MEET YOUR REQUIREMENTS. EXCEPT AS PROVIDED IN THIS SECTION 16, TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EVIDENCE.COM SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO THE EVIDENCE.COM SERVICES; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO THE EVIDENCE.COM SERVICES; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE, OR EVIDENCE.COM SERVICES; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE EVIDENCE.COM SERVICES. WE DISCLAIM ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO THE EVIDENCE.COM SERVICES.

17. Indemnification and Hold Harmless. This Section states a party's sole liability to, and the party's exclusive remedy against, the other party for any type of claim specified below.

a. Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them

EXHIBIT B



EVIDENCE.com Master Service Agreement

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

b. Hold Harmless by You. To the extent permitted by your jurisdiction's local law, you will hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim concerning: (a) your or any of your end users' use of the Evidence.com Services (including any activities under your account and use by your employees and agents); (b) breach of this Agreement or violation of applicable law by you or any of your end users; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content; (d) a dispute between you and any of your end users; or (e) a dispute between you and any third-party over your collection or use of Your Content. You agree to maintain insurance coverage up to the amount allowed by State and local laws and regulations that would cover any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any third-party claim in this section 17(b).

18. Limitations of Liability. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF \$100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE EVIDENCE.COM SERVICES THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM.

19. Miscellaneous.

a. Definitions.

- i. **"Evidence.com Services"** means our web services for Evidence.com, the EVIDENCE.com site, EVIDENCE Sync software, EVIDENCE Mobile App, AXON® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.
- ii. **"Your Content"** means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.
- iii. **"Documentation"** means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Evidence.com Services provided by us, as that documentation may be updated by us from time to time.
- iv. **"Confidential Information"** means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes:

EXHIBIT B



EVIDENCE.com Master Service Agreement

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

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

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

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

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

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

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

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

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

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

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

k. **Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

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

m. **Litigation Costs.** In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any

EXHIBIT B



EVIDENCE.com Master Service Agreement

provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

- n. Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language.
i. To You. We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency EVIDENCE.com site; or (ii) sending a message to the email address(es) then associated with your account.
ii. To Us. To give us notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255.

o. Entire Agreement. This Agreement, including the Policies and the Quote provided by TASER, is the entire agreement between you and TASER regarding the Evidence.com Services. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement.

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

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

r. Counterparts. If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

Form with signature lines for TASER International, Inc. and Agency Name, By, Name, Title, Signature Date, and Address.

[Document revised 6-25-2014]

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EXHIBIT B



Professional Services Agreement

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

Terms and Conditions

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

1. Term and Pricing.

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

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

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

2. Invoicing and Payment Terms.

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

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

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

Description of the Service Packages	Premium Plus	Premium
	Services	Services
System set up and configuration Setup AXON® Mobile on smart phones (if applicable) Configure categories & custom roles based on Agency need Troubleshoot IT issues with EVIDENCE.com and EVIDENCE.com Dock (Dock) access Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable)	1 on-site session	virtual assistance
Dock installation	on-site assistance	virtual assistance

EXHIBIT B



Professional Services Agreement

Description of the Service Packages		
	Premium Plus Services	Premium Services
<p>Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary</p> <p>Authenticate Dock with EVIDENCE.com using "admin" credentials from Agency</p> <p>Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment</p>		
<p>Dedicated Project Manager</p> <p>Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to rollout.</p>	✓	✓
<p>Weekly project planning meetings</p> <p>Project Manager will develop a Microsoft Project plan for the rollout of AXON camera units, Docks and EVIDENCE.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the EVIDENCE.com Dock installation of not more than 30 minutes in length.</p>	✓	✓
<p>Best practice implementation planning session—1 on-site session to:</p> <p>Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies</p> <p>Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management</p> <p>Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services</p> <p>Create project plan for larger deployments</p> <p>Recommend rollout plan based on review of shift schedules</p>	✓	
<p>System Admin and troubleshooting training sessions</p> <p>2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.</p>	✓	
<p>AXON instructor training</p> <p>Prior to general user training on AXON camera systems and EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.</p>	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency
<p>End user go live training and support sessions</p> <p>Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.</p>	6 on-site sessions	3 on-site sessions
<p>Implementation document packet</p> <p>EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>	✓	✓
<p>Post go live review session</p>	on-site assistance	virtual assistance

Title: Professional Services Agreement
 Department: Legal
 Version: 4.0
 Release Date: 10/21/2014

EXHIBIT B



Professional Services Agreement

4. **Out of Scope Services.** We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.
5. **Delivery of Services.**
- Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.
 - Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.
 - Delays.** If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.
 - Performance Warranty.** We warrant that we will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, you must provide us with written notice and details of the alleged non-complying Services within 7 calendar days after completion of the Services involved. After determination by us that the Services were not in conformance to the requirements and specifications, we will re-perform the non-complying Services at no additional cost.
6. **Your Responsibilities.** Our successful performance of the Services depends upon your:
- Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;
 - Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;
 - Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;
 - Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);
 - Providing suitable workspace with telephone and Internet access for our personnel while working at the Installation Site and in your facilities;
 - Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;
 - Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;
 - Promptly installing and implementing any and all software updates provided by us;
 - Ensuring that all appropriate data backups are performed;
 - Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;
 - Providing us with remote access to your EVIDENCE.com account when required for us to perform the Services;
 - Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;
 - Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);

EXHIBIT B



Professional Services Agreement

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

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

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

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

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

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

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

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

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

11. Intellectual Property. We own all right, title and interest in all Pre-Existing Works and Documentation. We

EXHIBIT B



Professional Services Agreement

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

12. Confidentiality. A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this Agreement. The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

13. Indemnification. Except to the extent caused by the negligent acts or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.

14. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS AGREEMENT, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS AGREEMENT FOR THE SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.

15. Insurance. We will maintain at our own expense and in effect during the Term, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance upon your request:

a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury;

b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit; and

c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which we may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

16. General.

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

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

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

EXHIBIT B



Professional Services Agreement

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

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

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

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

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

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

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

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

17. Definitions.

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

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

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

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

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

[Document Revised 10-21-2014]

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TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada) (Effective March 12, 2014)

The following TASER International, Inc. (TASER) warranty provisions are applicable on all sales or transfers of TASER Law Enforcement Products, including conducted electrical weapons (CEWs), on-officer audio/video cameras and related accessories.¹ The term "Purchaser" means any purchaser, possessor, or user of the TASER brand products. **BY USING THE TASER PRODUCT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE WARRANTY AS SET OUT BELOW.**

Manufacturer's Limited Warranty²

TASER warrants that its Law Enforcement Hardware Products³ are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly.⁴ TASER-Manufactured Accessories⁵ are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. In the event any country or state imposes a longer express warranty term than that described in this warranty document, then the country or state's term will take precedence.

If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the product which TASER determines in its sole discretion to be defective under normal use, as defined in the product instructions. TASER's sole responsibility under this warranty is to either repair

or replace with the same or like product, at TASER's option.

Optional Extended Hardware Warranty for AXON flex, AXON bodyV, ETM, EVIDENCE.com Dock, TASER CAM HD, X2, X26, and X26P

The optional extended warranty, when available, may only be purchased at the point of sale of the product. The extended warranty runs from the date of receipt of the extended warranty through the balance of the 1-year limited warranty plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty does not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period.⁶ For customers who purchase an extended warranty TASER warrants it will repair or replace the TASER product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at TASER's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which is replaced or repaired under the extended warranty.

Exclusions and Limitations

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 period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property. After the warranty period, TASER may, at its sole option, repair or replace a TASER product for a fee. A paid for out-of-warranty repair or replacement product comes with the manufacturer's limited warranty.

This warranty does not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

To the extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. TASER specifically disclaims any and all statutory or implied warranties, including

¹ The warranty does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites.
² This warranty only applies to hardware.
³ A product's estimated useful life or expiration date may not be the product's warranty expiration date.
⁴ TASER Law Enforcement Hardware Products include TASER X2, X26, and X26P CEWs, Simulation Handles assembled by TASER, TASER CAM and TASER CAM HD recorders, CEW cartridges, and Smart cartridges, AXON flex camera (including

the universal magnetic clip), AXON body camera, Evidence Transfer Managers (ETMs), and EVIDENCE.com Docks.
⁵ Broken blast doors are not covered under TASER's limited warranty.
⁶ TASER-Manufactured Accessories include, but are not limited to: batteries; battery chargers; carrying cases; cables; docking bars; USB data download kits; headbands; holsters; mounts; DPM, XDPM, CDPM, PPM, TPPM, APPM, XPPM, TPM, and

Shockwave Power Magazine modules; and the X-Rail mounting system.

⁷ The manufacturer's limited warranty provides coverage for AXON flex camera, AXON flex controller or AXON body batteries that have failed or are exhibiting diminished capacity as result of a manufacturing defect. Under the extended warranty, replacement of the AXON flex camera battery is covered, but replacement of the AXON flex controller battery and AXON body battery are not covered.



TASER International, Inc.'s Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras (U.S. and Canada) (Effective March 12, 2014)

without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

The remedies provided for in the above warranty are expressly in lieu of any other liability TASER may have. TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will not exceed the purchase price paid to TASER for the product. In no event will TASER be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if TASER has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in this warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Any repair to or replacement of any product under this warranty may result in a loss of programs or data.

Release
Purchaser agrees to release TASER from any and all liability arising out of the deployment, use, or misuse of the TASER product, including

any claims for damages and personal injuries. Purchaser agrees to assume all risks of loss and all liability for any damages and personal injury which may result from the deployment, use, or misuse of the TASER product. TASER is not liable for the failure of the TASER product to perform and TASER is not liable for any claims made by a third party or by Purchaser for or on behalf of a third party.

Purchaser Responsibilities and Product Registration

Purchaser should update product software and/or firmware as they become available through TASER, as well as perform periodic data uploads to EVIDENCE.com services or download/backup copies of the information, data, and/or video contained on the TASER product storage media to protect the contents and as a precaution against possible operational failures.

To register your TASER product, please go to www.taser.com/register. Registration of your product allows TASER to contact you with important product notifications and provides a record in case of product loss or theft. Registration is voluntary and failure to register will not diminish your limited warranty rights.

Warranty Repair Procedure

For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

Failure to provide the required information for the returned product will delay the return of the repaired or replaced item. If Purchaser fails to provide the required information, including the RMA number, then TASER assumes no liability for loss of the returned product. Any TASER product that has not

been paid for, when required, or for which the required information has not been provided during a period of 90 days after receipt of the TASER product by TASER is deemed abandoned and TASER may dispose of the TASER product without any liability, compensation, or further notification to Purchaser.

Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product and keep a separate backup copy of the contents. During warranty service the contents of the storage media will be deleted and reformatted. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services. The product will be returned to you configured as originally purchased, subject to applicable firmware updates. Recovery and reinstallation of software programs and user data are not covered under this warranty. If you require attempted data recovery this must be specifically requested (and a fee may be required) or the contents of your product will be deleted and the storage media reformatted in the course of warranty service.

General

This warranty supersedes any prior, contrary, or additional representations, whether written or oral. This warranty is TASER's only hardware warranty and may not be changed or enlarged by any agent, employee, distributor, dealer, or other person. This warranty, including any extended warranty, is non-transferable.

AXON Ilium™, Shockwave™, Smart™, TASER CAM™, X2™, X26™, X26CP™, X-Rail™, "Protect Life" and "Protect Truth" are trademarks of TASER International, Inc. and TASER® AXON® and # are registered trademarks of TASER International, Inc. registered in the U.S. All rights reserved. © 2014 TASER International, Inc.



EXHIBIT B

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 6.3
Release Date: 1/14/2015

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers (Effective January 14, 2015)

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

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

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

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

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

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

Quotes. A quotation is an offer to sell, is valid only for the products and services listed on the quote at the prices listed on the quote, and is subject to these Sales Terms and Conditions, all of which are

EXHIBIT B

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Department: Legal
Version: 6.3
Release Date: 1/14/2015

deemed incorporated into the quote. The quote from TASER contains the entire terms and conditions associated with the transaction. You may accept a quotation by signing the quote, issuing a purchase order, or other writing expressing your intention to be bound. Any terms, conditions or writing within your purchase order or other writing addressing the subject matter of the transaction, will be for your internal purposes only and the terms and conditions contained therein will have no force or effect. If you have not signed a quote from TASER, then your order is subject to cancellation by us, in our sole discretion. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

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

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

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

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

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

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

Regulations and Restrictions. You agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of TASER products and services including your acceptance of responsibility for the payment of any relevant taxes or duties. Please go to our website (www.TASER.com) or contact our Customer Service

EXHIBIT B

Title: TASER International, Inc.'s Sales Terms and Conditions – Direct Sales to End User Purchasers
Department: Legal
Version: 6.3
Release Date: 1/14/2015

Department for a list of known regulations and restrictions regarding the sale, possession, and use of TASER CEW products. You are responsible for understanding and verifying all local laws, regulations, and restrictions.

Warranty Coverage. Our current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to your purchase.

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

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

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

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

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

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

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

'Protect Life' is a trademark of TASER International, Inc., and # and TASER are trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2015 TASER International, Inc.

EXHIBIT B

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
TASER International, Inc.

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
17800 N. 85th St

City, state, and ZIP code
Scottsdale, AZ 85255

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

[REDACTED]									
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here

Signature of U.S. person ▶ *Man Hauahan*

Date ▶ *9/22/14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



Professional Services Agreement

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

Terms and Conditions

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

1. Term and Pricing.

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

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

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

2. Invoicing and Payment Terms.

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

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

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

Description of the Service Packages		
	Premium Plus Services	Premium Services
System set up and configuration Setup AXON® Mobile on smart phones (if applicable) Configure categories & custom roles based on Agency need Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable)	1 on-site session	virtual assistance

Title: Professional Services Agreement
Department: Legal
Version: 3.0
Release Date: 12/11/2013



Professional Services Agreement

Description of the Service Packages		
	Premium Plus Services	Premium Services
<p>ETM installation Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary Authenticate ETM with EVIDENCE.com using "admin" credentials from Agency Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment</p>	on-site assistance	virtual assistance
<p>Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.</p>	✓	✓
<p>Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the ETM installation of not more than 30 minutes in length.</p>	✓	✓
<p>Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services Create project plan for larger deployments Recommend rollout plan based on review of shift schedules</p>	✓	
<p>System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.</p>	✓	
<p>AXON instructor training Prior to general user training on AXON camera systems and EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.</p>	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency
<p>End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.</p>	6 on-site sessions	3 on-site sessions
<p>Implementation document packet EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>	✓	✓



Professional Services Agreement

Description of the Service Packages		
	Premium Plus Services	Premium Services
Post go live review session	on-site assistance	virtual assistance

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

5. Delivery of Services.

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

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

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

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

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

- a. Making available your relevant systems for assessment by us prior to our arrival at the Installation Site;
- b. Ensuring that prior to our arrival at the Installation Site that your network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence/>;
- c. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to our performance of the Services prior to our arrival at the Installation Site;
- d. Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by you (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit your premises with laptop personal computers and any other materials needed to perform the Services);
- e. Providing suitable workspace with telephone and Internet access for our personnel while working at the Installation Site and in your facilities;
- f. Timely implementation of operating procedures, audit controls, and other procedures necessary for your intended use of the Products;
- g. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for us to provide the Services;
- h. Promptly installing and implementing any and all software updates provided by us;
- i. Ensuring that all appropriate data backups are performed;
- j. Providing to us the assistance, participation, review and approvals and participating in testing of the Products as requested by us;
- k. Providing us with remote access to your EVIDENCE.com account when required for us to perform the

Professional Services Agreement

Services;

- l.** Designating a representative who will be the main point of contact for all communication with us and who has the authority to act on your behalf in matters regarding the performance of the Services;
- m.** Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the Term (these contacts are to provide background information and clarification of information required to perform the Services);
- n.** Instructing your personnel so that they are, at all times, educated and trained in the proper use and operation of the Products and that the Products are used in accordance with applicable TASER manuals and instructions; and
- o.** Identifying in advance any holidays, non-work days, or major events that may impact the project.

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

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

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

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

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

b. If, as a direct result of our negligence in performing the Services, your software or data is damaged, lost, or corrupted, we will assist you in loading the media (e.g., tape) in which you stored the backup copy of your software or data onto the server, mainframe, or other computer system to which your software or data is to be restored. The assistance provided by us may consist of telephone support to your personnel performing the software or data restoration. However, our assistance is conditioned upon TASER being notified by you within 24 hours of you

Professional Services Agreement

becoming aware that your software or data has been damaged, lost, or corrupted as a direct result of our negligence in performing the Services. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

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

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

12. Confidentiality. A receiving party may use the disclosing party's Confidential Information only in connection with TASER's performance of the Services under this Agreement, or as required by the Kentucky Open Records Act, KRS 61.870 *et. seq.* The receiving party will not disclose the disclosing party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. The receiving party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the disclosing party's Confidential Information, including, at a minimum, those measures taken to protect its own confidential information of a similar nature.

13. Indemnification. Except to the extent caused by the negligent acts or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, employees, agents, and permitted assigns (each **Agency Indemnitee**) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.

14. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE WARRANTIES STATED IN THIS AGREEMENT ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. WE DO NOT MAKE AND HEREBY DISCLAIM, AND YOU EXPRESSLY WAIVE, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING IN THIS SECTION LIMITS YOUR OBLIGATIONS UNDER SECTIONS 1 AND 2.

15. General.

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

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

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

d. Independent Contractors; Non-Exclusive Rights. The parties are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the

Professional Services Agreement

other. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.

e. Entire Agreement; Modification. The Agreement, including the Quote, your Request for Proposal Number 3347 ("RFP") and our response thereto ("Response") constitutes the entire agreement between you and TASER and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Services. In the event of a conflict between the terms of this Agreement and the RFP or Response, this agreement shall control. In the event of a conflict between the terms of the RFP and the Response, the Response shall control. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

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

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

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

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

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

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

16. Definitions.

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

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

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

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

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



Professional Services Agreement

[Document Revised 12-11-2013; Approved by TASER Legal 4-23-2015]

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EVIDENCE.com Master Service Agreement

TASER International, Inc. ("TASER," "us," or "we") and the Louisville/Jefferson County Metro Government, acting by and through its Louisville Metro Police Department ("Agency," "your," or "you") agree to accept and be bound by the following terms and conditions effective May 5, 2015 ("Effective Date"):

- 1 Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term ("Term"). This is not a data sharing agreement. We do not continuously audit, inspect, or monitor individual agency content or Your Content. You are not intending to waive or diminish any privacy interests by your use of the Evidence.com Services. The Evidence.com Services and data storage are subject to usage limits, including, for example, the quantities specified in quotes, order forms and purchase orders. Unless otherwise specified, (a) a quantity in a quote, order form or purchase order refers to end users, and the Evidence.com Service may not be accessed by more than that number of end users, and (b) an end user identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Evidence.com Service. You and each of your end users agree to adhere to this Agreement and all laws, rules, regulations, and policies applicable to your use of the Evidence.com Services. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
- 2 You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.
- 3 Evidence.com Data Security.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program ("ISP") that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You will contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.
- 4 Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the updates. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.
- 5 Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.
- 7 Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term; except in the case of the optional subscription licenses described in Section 8. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. You are responsible for paying all subscription fees and applicable taxes and duties for Evidence.com Services. Unless otherwise specified by us, all fees for Evidence.com Services are due and payable net 30 days for approved credit. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content. We may charge you interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.



EVIDENCE.com Master Service Agreement

8 Optional Subscription License Tiers. This Section 8 applies to the optional subscription licenses listed below. Each of the optional subscription licenses in this Section 8 must be purchased at the point of sale of the hardware. You may elect to be billed upfront or annually for these optional subscription licenses, and that election will be reflected on your quote. The optional subscription license prices do not include the purchase price of any hardware or data storage of other data files generated from non-Axon cameras or the Evidence Mobile App. Any hardware provided under the optional subscription licenses is subject to TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* available at www.TASER.com. If the optional subscription license is terminated early, no refunds or credits will be given. This Section 8 does not apply if you do not purchase any of the Optional Subscription License Tiers.

8.1 Evidence.com Ultimate License. Each Evidence.com Ultimate License includes the benefits of the Evidence.com Pro License, 20 GB of storage, and TAP for the Axon camera. TASER's current Sales Terms and Conditions for the Axon Flex® and Axon Body Cameras TASER Assurance Plan (U.S. Only) (TAP) are available at <http://www.taser.com/sales-terms-and-conditions>.

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

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

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

9.1 Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, including actions that adversely impact the integrity or security of a network or system, the sending of unsolicited, abusive or deceptive messages or content, viruses or harmful code, or violating third party rights, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;

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

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

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

10 Term.

10.1 Subscription Term. The start date of the Term of this Agreement will be determined based upon the shipment date of any hardware ordered as authorized by you in a signed quote or purchase order and will remain in effect for the subscription Term agreed to in the quote or purchase agreement together with any renewal Terms until terminated as provided in this Agreement. If the hardware is shipped in the first half of a month, then the Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Term begins on the 15th of the following month. If no hardware is purchased, then the Term will begin on the first of the month following the Effective Date of the Agreement. You may renew this Agreement annually for one year terms provided you notify us of your intention to do so in writing. The total duration of this Agreement shall not exceed five years.

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

10.3 Free EVIDENCE.com Lite Account. If you signed up for a free Evidence.com Lite account, you are granted a limited non-exclusive license to use the Evidence.com Lite Services. Your use of the Evidence.com Lite Services is not limited to a specific term and you



EVIDENCE.com Master Service Agreement

may cancel your Evidence.com Lite account and download Your Content at any time. Evidence.com Lite allows users to manage their conducted electrical weapon (CEW) firing logs and TASER CAM data.

11 Termination.

11.1 Termination for Cause.

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

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

11.2 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Sections 2, 5–7, 12, 13 (except the license granted to you in Section 13), 14, and 16–20 will continue to apply in accordance with their terms.

12 Return of Your Content.

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

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

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

13 IP Rights. We or our licensors own and reserve all right, title, and interest in and to the Evidence.com Services and related software. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to the Evidence.com Services, including without limitation all Intellectual Property Rights. If you or your end users provide any suggestions to us for enhancements or improvements, we will own all right, title, and interest in and to the suggestions and have the right to use the suggestions without restriction, even if you or your end users have designated the suggestions as confidential. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

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

EVIDENCE.com Master Service Agreement

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

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

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

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

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

18 Indemnification by Us. We will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any: (a) acts or omissions of us or our subcontractors or anyone directly or indirectly employed by any of them, save and except for damage or injury caused solely by the negligence of you or your agents, officers, or employees; and (b) third-party claim alleging that the use of the Evidence.com Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide us with prompt written notice of each such claim, tender to us the defense or settlement of each such claim at our expense, and cooperate fully with us in the defense or settlement of each such claim. If we receive notice of an alleged infringement, or if your use of the Evidence.com Services will be prevented by permanent injunction, we may, at our sole option and expense, procure for you the right to continue using the Evidence.com Services as provided in this Agreement, modify the Evidence.com Services so that it no longer infringes, replace the Evidence.com Services with other services of equal or superior functional capability, refund to you all

EVIDENCE.com Master Service Agreement

amounts paid by you to us under this Agreement for the Evidence.com Services in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. We have no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by you or any third party not approved by us; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by us; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by us as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of you that are otherwise provided in or arise out of this Agreement.

19 **Limitations of Liability.** WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE EVIDENCE.COM SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE EVIDENCE.COM SERVICES, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE EVIDENCE.COM SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE EVIDENCE.COM SERVICES; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA.

20 **Miscellaneous.**

20.1 **Definitions.**

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

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

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

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

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

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

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

EVIDENCE.com Master Service Agreement

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

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

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

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

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

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

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

20.11 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

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

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

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

20.14.1 To You. We may provide any notice to you under this Agreement by: (i) posting a notice on your specific agency EVIDENCE.com site; or (ii) sending a message to the email address(es) then associated with your account. Notices we provide by posting on your EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

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

20.15 Entire Agreement. The Agreement, the Policies and the quote provided by TASER, your Request for Proposal Number 3347 ("RFP") and our response thereto ("Response") constitute the entire agreement between you and TASER regarding the Evidence.com Services. In the event of a conflict between the terms of this Agreement and either the RFP or Response, this Agreement shall control. In the event of a conflict between the terms of the RFP and the Response, the Response shall control. This Agreement supersedes all prior or

EVIDENCE.com Master Service Agreement

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

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

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

20.18 Counterparts. If this Agreement from requires the signatures of the parties, then this Agreement may be executed in any number of counterparts, each of which will be considered an original for all purposes, and all of which, when taken together, constitute one and the same Agreement.

[Document revised 1-23-2015; approved by TASER Legal 4-23-2015]

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**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON Flex™ and AXON Body Cameras TASER Assurance Plan (U.S. Only)
(Effective April 18, 2014)**

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

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

To qualify to purchase TAP, you must either purchase Ultimate Licenses for a 3-year term or purchase Evidence.com services for at least 3 years on a standalone basis. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Contractor of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

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

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.² TAP warranty coverage starts at the beginning of the

TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the AXON camera/Evidence.com Dock product.

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

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

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

TAP AXON Camera Upgrade Models. If you purchased TAP as a stand-alone service, then TASER will upgrade the AXON camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Evidence.com

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

Evidence.com Docks.

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

**TASER International, Inc.'s Sales Terms and Conditions for the
Evidence.com Dock and AXON Flex™ and AXON Body Cameras TASER Assurance Plan (U.S. Only)
(Effective April 18, 2014)**

Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

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

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

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

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

1. TAP coverage will terminate as of the date of termination and no

refunds will be given.

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

TAP Payment Terms. TAP may only be purchased at the point of sale. TASER will separately invoice you on an annual basis for the cost of TAP and you are responsible for payment within 30 days of the invoice (even if TASER does not receive an annual purchase order from you prior to issuing the invoice). The payment due date is based upon the Term start date. If multiple purchases of AXON camera products/Evidence.com Dock have been made, each purchase may have a separate TAP payment due date. Payment will be considered past due if not paid in full or if not received within 30 days of the invoice date.

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

[Approved by TASER Legal 4-23-2015]

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TASER International

Protect Truth

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 United States
 Phone: (800) 978-2737
 Fax: 480-991-0791

Robert Schroeder

(502) 574-7190

robert.schroeder@louisvilleky.gov



TASER

Quotation

Quote: Q-27389-3

Date: 5/7/2015 8:58 AM

Quote Expiration: 6/15/2015

Contract Start Date*: 7/1/2015

Contract Term: 5 years

Bill To:

Louisville Metro Police Dept. - KY
 633 W. JEFFERSON ST.
 Louisville, KY 40202
 US

Ship To:

Robert Schroeder
 Louisville Metro Police Dept. - KY
 633 W. JEFFERSON ST.
 Louisville, KY 40202
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andy Wrenn		andy@taser.com	Fedex - Ground	Net 30

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

Initial Deployment: Due Net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
100	73030	CAMERA SYSTEM, AXON FLEX	599.00	USD 59,900.00	USD 59,900.00	USD 0.00
100	73021	MULTI-MOUNTING OPTION KIT, FLEX	199.95	USD 19,995.00	USD 9,997.00	USD 9,998.00
17	70026	EVIDENCE.COM DOCK, AXON SIX BAY	1495.00	USD 25,415.00	USD 17,000.00	USD 8,415.00
100	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 3,600.00	USD 3,600.00	USD 0.00
100	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	948.00	USD 94,800.00	USD 12,500.00	USD 82,300.00
15	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	300.00	USD 4,500.00	USD 0.00	USD 4,500.00
5	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	468.00	USD 2,340.00	USD 0.00	USD 2,340.00
2,225	Included Storage	EVIDENCE.COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00
30	Spare Flex	CAMERA SYSTEM, AXON FLEX		USD 0.00	USD 0.00	USD 0.00
1	85055	PREMIUM PLUS SERVICE	15000.00	USD 15,000.00	USD 15,000.00	USD 0.00
Initial Deployment: Due Net 30 Total:						USD 225,550.00
Initial Deployment: Due Net 30 Net price:						USD 107,553.00

Larger Deployment: Due in 2015

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
888	73030	CAMERA SYSTEM, AXON FLEX	599.00	USD 531,912.00	USD 531,912.00	USD 0.00
888	73021	MULTI-MOUNTING OPTION KIT, FLEX	199.95	USD 177,555.60	USD 88,773.36	USD 88,782.24
148	70026	EVIDENCE.COM DOCK, AXON SIX BAY	1495.00	USD 221,260.00	USD 148,000.00	USD 73,260.00
888	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 31,968.00	USD 31,968.00	USD 0.00
888	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	948.00	USD 841,824.00	USD 111,000.00	USD 730,824.00
17,760	Included Storage	EVIDENCE.COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00
1	85055	PREMIUM PLUS SERVICE	15000.00	USD 15,000.00	USD 15,000.00	USD 0.00
Larger Deployment: Due in 2015 Total:						USD 1,819,519.60
Larger Deployment: Due in 2015 Net price:						USD 892,866.24

Year 2: Due in 2016

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
988	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	948.00	USD 936,624.00	USD 123,500.00	USD 813,124.00
5	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	468.00	USD 2,340.00	USD 0.00	USD 2,340.00
15	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	300.00	USD 4,500.00	USD 0.00	USD 4,500.00
19,985	Included Storage	EVIDENCE.COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00
988	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 35,568.00	USD 35,568.00	USD 0.00
Year 2: Due in 2016 Total:						USD 979,032.00
Year 2: Due in 2016 Net price:						USD 819,964.00

Year 3: Due in 2017

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
988	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	948.00	USD 936,624.00	USD 123,500.00	USD 813,124.00
5	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	468.00	USD 2,340.00	USD 0.00	USD 2,340.00
15	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	300.00	USD 4,500.00	USD 0.00	USD 4,500.00
19,985	Included Storage	EVIDENCE.COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00
988	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 35,568.00	USD 35,568.00	USD 0.00
Year 3: Due in 2017 Total:						USD 979,032.00
Year 3: Due in 2017 Net price:						USD 819,964.00

Year 4: Due in 2018

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
988	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	948.00	USD 936,624.00	USD 123,500.00	USD 813,124.00
5	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	468.00	USD 2,340.00	USD 0.00	USD 2,340.00
15	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	300.00	USD 4,500.00	USD 0.00	USD 4,500.00
19,985	Included Storage	EVIDENCE.COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00
988	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 35,568.00	USD 35,568.00	USD 0.00
Year 4: Due in 2018 Total:						USD 979,032.00
Year 4: Due in 2018 Net price:						USD 819,964.00

Year: Due in 2019

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
988	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	948.00	USD 936,624.00	USD 123,500.00	USD 813,124.00
5	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	468.00	USD 2,340.00	USD 0.00	USD 2,340.00
15	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	300.00	USD 4,500.00	USD 0.00	USD 4,500.00
19,985	Included Storage	EVIDENCE.COM INCLUDED STORAGE		USD 0.00	USD 0.00	USD 0.00
988	85079	TASER ASSURANCE PLAN ETM/ EVIDENCE.COM DOCK ANNUAL PAYMENT	36.00	USD 35,568.00	USD 35,568.00	USD 0.00
Year: Due in 2019 Total:						USD 979,032.00
Year: Due in 2019 Net price:						USD 819,964.00

Grand Total USD 4,280,275.24

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

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

Includes MediaSolv integration as well as CAD/RMS integration

**TASER International, Inc.'s Sales Terms and Conditions
for Direct Sales to End User Purchasers**

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <https://www.taser.com/serviceagreement14>. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at <https://www.taser.com/professional-services-agreement>. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at <https://www.taser.com/integrationstatementofwork14>. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature:		Date:	May 7, 2015
Name (Print):	Steve Conrad	Title:	Chief of Police
PO# (if needed):			

Please sign and email to Andy Wrenn at andy@taser.com or fax to 480-991-0791

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