R-22- 267

RESOLUTION NO. _____

A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT TO AXON ENTERPRISE, INC., A SOLE SOURCE VENDOR, FOR THE PURCHASE OF TASER ENERGY WEAPONS FOR THE NORTH LITTLE ROCK POLICE DEPARTMENT; AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO A MULTI-YEAR AGREEMENT FOR THE PURCHASE; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of $35,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255, is the sole source distributor and retailer for all TASER brand products in Arkansas; and

WHEREAS, the NLRPD is requesting the purchase of one hundred eighty five (185) TASER Energy Weapons ("TASERs") from Axon Enterprise, Inc. for the total cost of Eight Hundred Ninety Seven Thousand Seven Hundred Seventy Four and 35/100 Dollars ($897,774.35) to be paid over five (5) years (see Quote from Axon Enterprise, Inc. attached hereto as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the purchase of TASER Energy Weapons from Axon Enterprises, Inc. for a total amount of Eight Hundred Ninety Seven Thousand Seven Hundred Seventy Four and 35/100 Dollars ($897,774.35.00).

SECTION 2: That the Mayor and City Clerk are hereby authorized to enter into an Agreement with Axon Enterprises, Inc. (substantially similar to Exhibit B) to make payments to the total cost over the course of five (5) years.

SECTION 3: That the cost of the TASERs shall be included in the yearly Police Department Budget.

SECTION 4: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 5: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED:

APPROVED:

Mayor Terry C. Hartwick

SPONSOR:

ATTEST:

Terry C. Hartwick

Mayor Terry C. Hartwick by AF

Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 10:50 A.M. _____ P.M.

By A. Fields

DATE 12-6-22

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY S. Ussery

EXHIBIT
tabbies
A

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-421948-44865.731JB

Issued: 10/31/2022
Quote Expiration: 12/31/2022
Estimated Contract Start Date: 01/01/2023
Account Number: 302493
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Delivery-2400 Willow St 2400 Willow St North Little Rock, AR 72114-2212 USA	North Little Rock Police Dept. - AR 200 W Pershing Blvd North Little Rock, AR 72114-2222 USA Email:	Jeff Bolthouse Phone: +1 3128003137 Email: jbolthouse@taser.com Fax:	Matt Scott Phone: 5018125102 Email: william.scott@nlrpolice.org Fax: (501) 771-7100

Quote Summary

Program Length	60 Months
TOTAL COST	$825,432.00
ESTIMATED TOTAL W/ TAX	$897,774.35

Discount Summary

Average Savings Per Year	$44,400.00
TOTAL SAVINGS	$222,000.00

Payment Summary

Date	Subtotal	Tax	Total
Jan 2023	$171,686.48	$14,468.47	$186,154.95
Jan 2024	$163,436.38	$14,468.47	$177,904.85
Jan 2025	$163,436.38	$14,468.47	$177,904.85
Jan 2026	$163,436.38	$14,468.47	$177,904.85
Jan 2027	$163,436.38	$14,468.47	$177,904.85
Total	**$825,432.00**	**$72,342.35**	**$897,774.35**

Quote Unbundled Price:	**$1,047,432.00**
Quote List Price:	**$868,500.00**
Quote Subtotal:	**$825,432.00**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	185	60	$93.62	$77.50	$73.62	$817,182.00	$72,342.35	$889,524.35
A la Carte Services									
20379	VR 1-DAY SERVICE	1			$4,125.00	$4,125.00	$4,125.00	$0.00	$4,125.00
85147	CEW STARTER	1			$4,125.00	$4,125.00	$4,125.00	$0.00	$4,125.00
Total							**$825,432.00**	**$72,342.35**	**$897,774.35**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 Taser 7 Cert Bundle W/ VR	100126	AXON VR TACTICAL BAG	3	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	100186	HTC FOCUS 3 WRIST TRACKER	6	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	185	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	6	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20018	TASER 7 BATTERY PACK, TACTICAL	222	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	145	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	40	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	3	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	3	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20298	VR-ENABLED GLOCK 19 CONTROLLER	3	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	20378	HTC FOCUS 3 VR HEADSET	8	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	555	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	370	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	555	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	370	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	370	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	370	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	6	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	6	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	2	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	74200	TASER 7 6-BAY DOCK AND CORE	2	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	3	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	3	12/01/2022
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	370	12/01/2023
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	370	12/01/2023
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	370	12/01/2024
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	370	12/01/2024
2022 Taser 7 Cert Bundle W/ VR	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	370	12/01/2024
2022 Taser 7 Cert Bundle W/ VR	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	370	12/01/2024
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	370	12/01/2025
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	370	12/01/2025
2022 Taser 7 Cert Bundle W/ VR	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	370	12/01/2026
2022 Taser 7 Cert Bundle W/ VR	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	370	12/01/2026
2022 Taser 7 Cert Bundle W/ VR	100210	VIRTUAL REALITY TABLET REFRESH ONE	3	12/01/2027
2022 Taser 7 Cert Bundle W/ VR	20373	VIRTUAL REALITY HEADSET REFRESH ONE	8	12/01/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 Taser 7 Cert Bundle W/ VR	20248	TASER EVIDENCE.COM ACCESS LICENSE	185	01/01/2023	12/31/2027
2022 Taser 7 Cert Bundle W/ VR	20248	TASER EVIDENCE.COM ACCESS LICENSE	2	01/01/2023	12/31/2027
2022 Taser 7 Cert Bundle W/ VR	20370	FULL VR TASER 7 ADD-ON USER ACCESS	185	01/01/2023	12/31/2027

Services

Bundle	Item	Description	QTY
2022 Taser 7 Cert Bundle W/ VR	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20119	TASER MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 Taser 7 Cert Bundle W/ VR	20120	TASER INSTRUCTOR COURSE VOUCHER	2
2022 Taser 7 Cert Bundle W/ VR	20120	TASER INSTRUCTOR COURSE VOUCHER	2
2022 Taser 7 Cert Bundle W/ VR	20120	TASER INSTRUCTOR COURSE VOUCHER	2
2022 Taser 7 Cert Bundle W/ VR	20120	TASER INSTRUCTOR COURSE VOUCHER	2
2022 Taser 7 Cert Bundle W/ VR	20120	TASER INSTRUCTOR COURSE VOUCHER	2
A la Carte	20379	VR 1-DAY SERVICE	1
A la Carte	85147	CEW STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 Taser 7 Cert Bundle W/ VR	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	8	01/01/2023	12/31/2027
2022 Taser 7 Cert Bundle W/ VR	100198	AXON VR CONTROLLER KIT - WARRANTY	3	01/01/2023	12/31/2027
2022 Taser 7 Cert Bundle W/ VR	80374	EXT WARRANTY, TASER 7 BATTERY PACK	222	12/01/2023	12/31/2027
2022 Taser 7 Cert Bundle W/ VR	80395	EXT WARRANTY, TASER 7 HANDLE	185	12/01/2023	12/31/2027
2022 Taser 7 Cert Bundle W/ VR	80395	EXT WARRANTY, TASER 7 HANDLE	6	12/01/2023	12/31/2027
2022 Taser 7 Cert Bundle W/ VR	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	2	12/01/2023	12/31/2027

Payment Details

Jan 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	185	$163,436.48	$14,468.47	$177,904.95
Invoice Upon Fulfillment	20379	VR 1-DAY SERVICE	1	$4,125.00	$0.00	$4,125.00
Invoice Upon Fulfillment	85147	CEW STARTER	1	$4,125.00	$0.00	$4,125.00
Total				**$171,686.48**	**$14,468.47**	**$186,154.95**

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	185	$163,436.38	$14,468.47	$177,904.85
Total				**$163,436.38**	**$14,468.47**	**$177,904.85**

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	185	$163,436.38	$14,468.47	$177,904.85
Total				**$163,436.38**	**$14,468.47**	**$177,904.85**

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	185	$163,436.38	$14,468.47	$177,904.85
Total				**$163,436.38**	**$14,468.47**	**$177,904.85**

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	2022T7CertVR	2022 Taser 7 Cert Bundle W/ VR	185	$163,436.38	$14,468.47	$177,904.85
Total				**$163,436.38**	**$14,468.47**	**$177,904.85**

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

10/31/2022

ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

Axon Enterprise, Inc.'s TASER 7 Agreement (Online)

This TASER 7 Agreement ("**Agreement**") applies to Agency's ("Agency" or "City") TASER 7 purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive TASER 7 Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**").

1 **Term**. The start date is based on the initial shipment of TASER 7 hardware ("**Start Date**"). If shipped in the first half of the month, the Start Date is the 1st of the following month. If shipped in the last half of the month, the Start Date is the 15th of the following month. The TASER 7 term will end upon completion of the associated TASER 7 subscription in the Quote ("**Term**"). If the Quote has multiple TASER 7 ship dates, each shipment will have a 60-month term, starting on the shipment of TASER 7 as described above.

2 **Unlimited Duty Cartridge Plan**. If the Quote includes "**Unlimited Duty Cartridge Plan**", this section applies. Agency must purchase an Unlimited Duty Cartridge Plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and ones that only use a CEW for training. Agency may not resell cartridges received under any TASER 7 plan. Axon will only replace cartridges used in the line of duty.

3 **Training**. If the Quote includes a training voucher, Agency must use the voucher within 1 year of issuance, or the voucher will be void. During the Term, Axon will issue Agency a voucher annually beginning on the Start Date. The voucher has no cash value. Agency cannot exchange it for another product or service. If the Quote includes Axon Online Training or Virtual Reality Content (collectively, "**Training Content**"), Agency may access Training Content during the Term. Axon will deliver all Training Content electronically. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility.

4 **Payment**. Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.

5 **Shipping**. Axon may make partial shipments and ship from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote. If the Quote includes future deliveries of hardware, Axon will ship hardware to Agency's address on the Quote.

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

7 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured hardware is free from defects in workmanship and materials for 1 year from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used CEW cartridges are deemed to have operated properly. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured hardware.

If Axon receives a valid warranty claim for Axon manufactured hardware during the warranty term, Axon's sole responsibility is to repair or replace the hardware with the same or like hardware, at Axon's option. Replacement hardware will be new or like new. Axon will warrant the replacement hardware for the longer of (a) the remaining warranty of the original hardware or (b) 90-days from the date of repair or replacement.
If the Quote includes an extended warranty, the extended warranty coverage begins on the Start

EXHIBIT B

Date and continues for the Term for the hardware covered by the extended warra Quote.

If Agency exchanges hardware or a part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering hardware for service, Agency must upload hardware data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the hardware sent to Axon for service.

8 **Warranty Limitations**. Axon's warranty obligations exclude damage related to (a) failure to follow instructions on product's use; (b) products used with products not manufactured or recommended by Axon; (c) abuse, misuse, intentional, or deliberate damage to the product; (d) force majeure; (e) products repaired or modified by persons other than Axon without the written permission of Axon; or (f) products with a defaced or removed serial number.

To the extent permitted by law, the warranties and remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. 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 Agreement. Axon'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 Axon product will not exceed $2,000,000.00 USD. In no event will party be liable for any direct, special, indirect, incidental, exemplary, punitive, consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

9 **Spare Products**. For qualified purchases, Axon may provide agency a predetermined number of spare TASER 7 hardware as detailed in the Quote (**"Spare Axon Devices"**). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non- functioning units through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to agency in accordance with the shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

10 **Trade-In**. If a trade-in discount is on the Quote, Agency must return used hardware and accessories associated with the discount (**"Trade-In Units"**) to Axon. Agency must ship batteries via ground shipping. Axon will pay the shipping costs of the return. If Axon does not return the Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in discount. Agency may not destroy Trade-In Units and receive a trade-in discount.

Axon Size	Days to Return from Start Date
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

11 **Product Warnings**. See www.axon.com/legal for the most current Axon product warnings.

12 **Design Changes**. Axon may make changes in the design of any of Axon's products and services without notifying Agency or making the same change to products and services previously purchased. Axon may replace end of life products with the next generation of that product without notifying Agency. Axon will also notify the Agency when it releases new products and services to the general public.

13 **Termination**. If payment for TASER 7 is more than 30 days past due, Axon may terminate

Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

13.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

13.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, dock, core, training suits, and unused cartridges to Axon within 30 days of the date of termination. Notwithstanding any other provision of this Agreement, and subject to the limitations set forth below, the City shall have the right to terminate this Agreement with fifteen (15) days' notice without cause, and without penalty, for any of the following:

(i) Non-appropriation of funds sufficient to allow the City to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or
(ii) If funds are not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the City to make any payment hereunder are insufficient or unavailable for any other reason as determined by the City in its sole discretion; or
(iii) If the City's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified;
(iv) If the City's duties, programs or responsibilities are modified or materially altered; or
(v) If there is a decision of any court or administrative law judge or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the City's ability to fulfill any of its obligations under this Agreement. The City shall provide Axon with written notice of termination pursuant to this section.

As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation Ordinance and budget and the approval or availability of sufficient funds for the performance of fiscal obligations arising under this Agreement.

All payments for Services performed to the satisfaction of the Agency, up to and including the date of termination of this Agreement, will be paid upon submittal of supporting documentation.

13.3. Agency wil be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

14 **Delays**. Axon will use reasonable efforts to deliver products and services as soon as practicable. If delivery is interrupted due to causes beyond Axon's control, Axon may delay or terminate delivery with notice.

15 **Proprietary Information**. Agency agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services. Agency will not directly or indirectly cause any proprietary rights to be violated.

16 **Export Compliance**. Each party will comply with all import and export control laws and regulations.

17 **Assignment**. Agency may not assign or transfer this Agreement without Axon's prior written approval.

18 **Governing Law; Venue**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and proper jurisdiction and venue for any dispute that

might arise between the parties shall be vested in Pulaski County, Arkansas. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

Entire Agreement. This Agreement, including the appendices, represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency: City of North Little Rock**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:

_____

DIANE WHITBEY, CITY CLERK

_____

DATE

APPROVED AS TO FORM:

CITY OF NORTH LITTLE ROCK

AMY BECKMAN FIELDS
City Attorney

By: _____
Deputy City Attorney

_____
Date

TASER 7 Axon Evidence Terms of Use Appendix

1 **Definitions**.
"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant, including media or multimedia uploaded into Axon Evidence by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Evidence tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

2 **Subscription Term**. The TASER 7 Axon Evidence Subscription Term begins on the Start Date.

3 **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Axon Evidence Subscription Term. Agency may not upload any non-TASER 7 data or any other files to Axon Evidence. Agency may not exceed the number of end-users than the Quote specifies.

4 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

5 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Axon Evidence and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

6 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency users comply with this Agreement; (b) ensuring Agency owns Agency Content and no Agency Content or Agency end user's use of Agency Content or Axon Evidence violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any violation of this Agreement by an end-user, Agency will immediately terminate that end user's access to Axon Evidence.

Agency is also responsible for maintaining the security of end-user names and passwords and taking steps to maintain appropriate security and access by end-users to Agency Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Agency may download the audit log at any time. Agency shall contact Axon immediately if an unauthorized third party may be using Agency's account or Agency Content or if account information is lost or stolen.

7 **Privacy**. Your use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a

current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

8 **Storage.** Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Data Storage**. Axon may transfer Agency Content to third party subcontractors for storage. Axon will determine the locations of data centers where Agency Content will be stored. For United States agencies, Axon will ensure all Agency Content stored in Axon Evidence remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may suspend Agency access or any end-user's right to access or use any portion or of Axon Evidence immediately upon notice, if:

10.1. The Termination provisions of the TASER 7 Terms and Conditions apply;

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

Agency remains responsible for all fees incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Axon Evidence due to suspension, except as specified elsewhere in this Agreement.

11 **Axon Evidence Warranty**. Axon warrants that Axon Evidence will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to Axon Evidence.

12 **Axon Evidence Restrictions**. All Axon Evidence subscriptions will immediately terminate if Agency does not comply with any term of this Agreement. Agency and Agency end-users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

12.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;

12.2. reverse engineer, disassemble, or decompile Axon Evidence or apply any other process to derive any source code included in Axon Evidence, or allow any others to do the same;

12.3. access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

12.4. use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;

12.5. access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;

12.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or

12.7. use Axon Evidence 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.

13 **After Termination**. Axon will not delete Agency Content for 90 days following termination. During these 90 days, Agency may retrieve Agency Content only if all amounts due have been paid. There

will be no application functionality of Axon Evidence during these 90 days other than the ability to retrieve Agency Content. Agency will not incur any additional fees if Agency Content is downloaded from Axon Evidence during these 90 days. Axon has no obligation to maintain or provide any Agency Content after these 90 days and will thereafter, unless legally prohibited delete all of Agency Content stored in Axon Evidence. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from Axon Evidence.

14 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

15 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data," as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Evidence 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, Agency will immediately discontinue the use of Axon Evidence.

16 **Survival**. Upon any termination of this Agreement, the following sections will survive: Agency Owns Agency Content, Storage, Axon Evidence Warranty, and Axon Evidence Restrictions.

Professional Services Appendix
(only applies if Agency purchases CEW Professional Services)

1 **Utilization of Services**. Agency must use pre-paid professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

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

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

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

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

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

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

5 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

6 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

7 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices (**"User Documentation"**). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed (**"Installation Site"**) per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it.

8 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form (**"Acceptance Form"**) to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

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