



County of Santa Clara
Office of the County Executive
Procurement Department
150 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400 • Fax 408-491-7496

**AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND
AXON ENTERPRISES, INCORPORATED
FOR BODY WORN CAMERAS, EVIDENCE MANAGEMENT SYSTEM,
ACCESSORIES AND RELATED SERVICES**

This agreement is entered into by and between the County of Santa Clara (the "County") and Axon Enterprises, Incorporated ("Contractor" or "Supplier") (the "Agreement"), for Body Worn Cameras, Evidence Management System, and Related Services.

On December 6, 2022, the Board of Supervisors approved this Agreement.

The effective date of the Agreement is December 6, 2022, the parties, intending to be bound, mutually agree as follows:

KEY PROVISIONS

AGREEMENT TITLE: Body Worn Cameras, Evidence Management System, Accessories and Related Services

AGREEMENT NUMBER: CW2247823

INITIAL AWARD DATE: December 6, 2022

AGREEMENT TERM: December 13, 2022, through December 12, 2027
(subject to the termination provisions set forth below).

COMMODITY NAME / CODE: Video and Audio Systems, Accessories and Parts, Closed Circuit TV, Including Surveillance Type / 84084.

AUTHORIZED USER: Office of the Sheriff
55 W Younger Avenue
San Jose, CA, 95110

COUNTY DEPARTMENT CONTACTS: Thuyet Dang, Director of Administrative Services
(408) 808-4913; thuyet.dang@shf.sccgov.org

Jonathan Stream, Lieutenant
(408) 918-4937; jonathan.stream@shf.sccgov.org

Approved: 12/06/2022

SUPPLIER: Axon Enterprises, Incorporated
17800 North 85th Street
Scottsdale, AZ 85255

SUPPLIER CONTACT: Megan Hardisty, Strategic Account Executive
(480) 253-7854; mhardisty@axon.com

SUPPLIER NUMBER: 1014959

PURPOSE: To establish a contract with Axon Enterprises, Inc. for Body Worn Cameras, Evidence Management System, Accessories and Related Services.

TAX STATUS: Non-Taxable Services
Taxable Goods

PAYMENT TERMS: Net 30

TOTAL AGREEMENT VALUE: **Not to Exceed \$16,000,000**
Contractor understands that this Not to Exceed amount does not represent a commitment by County to Contractor.

COUNTY CONTRACT ADMINISTRATORS: Oscar Inzunza, Procurement Contracts Specialist
408-491-7498; oscar.inzunza@prc.sccgov.org

Justin Singleton, Buyer III
408-491-7466; justin.singleton@prc.sccgov.org

REFERENCES: The following is incorporated and constitutes a material part of the Agreement:

- Exhibit A: County of Santa Clara Standard Terms and Conditions
- Exhibit B: Products, Price and Delivery Schedule
- Exhibit C: Specifications and Requirements
 - Exhibit C-1: Axon Professional Services Appendix
 - Exhibit C-2: Axon Auto-Tagging Appendix
 - Exhibit C-3: Axon Respond Appendix
 - Exhibit C-4: Axon Add-On Services Appendix
 - Exhibit C-5: Axon Auto-Transcribe Appendix
- Exhibit D: Insurance Requirements

- Exhibit: Security Requirements
 - Exhibit E-1: Access and Security Requirements for Detention Facilities
 - Exhibit E-2: Contractor Conduct in Correctional Facilities
 - Exhibit E-3: ISO Security and Compliance Language
 - Exhibit E-4: Remote Access
 - Exhibit E-5: SCC IT User Responsibility Statement for Third Parties

Exhibit F: County of Santa Clara Holiday Schedule

Exhibit G: Contractor Certification of Compliance with COVID-19 Vaccine Requirements

- Exhibit: Axon Terms and Conditions
 - Exhibit H-1: Service Level Agreement (SLA)
 - Exhibit H-2: Cloud Services Terms of Use
 - Exhibit H-3: Axon Technology Assurance Plan
 - Exhibit H-4: Axon Virtual Reality Content Terms of Use

//

//

//

//

//

//

//

//

By signing below, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Agreement, the entity on behalf of which he/she acted, executed this Agreement.

COUNTY OF SANTA CLARA

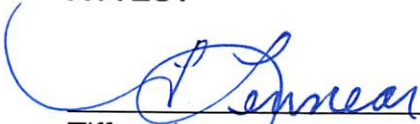


Mike Wasserman, President
Board of Supervisors

Date: DEC 06 2022

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST



Tiffany Lennear
Clerk of the Board of Supervisors

Date: DEC 06 2022

APPROVED AS TO FORM AND LEGALITY


DocuSigned by:

339E9095CD794A8...

Christopher Capozzi
Deputy County Counsel

Date: 11/22/2022

CONTRACTOR

DocuSigned by:

55E0629EB297431...

Print Name: Robert Driscoll, VP, Associate General Cou

Title: VP, Assoc. General Counsel

Date: 11/23/2022

EXHIBIT A
COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS

DEFINITIONS

- a. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.
- b. "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. As between Contractor and County, all County Data shall remain the property of County.
- c. "Deliverables" means goods, services, software, hardware, information technology, telecommunications technology, enhancements, updates, new versions or releases, documentation, and any other items to be delivered pursuant to this Agreement, including any such items furnished incident to the provision of services.
- d. "Documentation" means manuals and other printed materials (including updates and revisions) necessary or useful to the County in its use or maintenance of the Deliverables provided pursuant to this Agreement.
- e. When used in this Agreement, "days" shall refer to calendar days unless stated otherwise.
- f. "**Contractor Cloud Services**" means Contractor's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Contractor Devices or Contractor client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- g. "**Contractor Device**" means all hardware provided by Contractor under this Agreement.
- h. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within County's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- i. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

1. NON-EXCLUSIVE AGREEMENT

The Agreement does not establish an exclusive contract between the County and the Contractor. The County expressly reserves rights to, without limitation, the following: the right to utilize others to provide products, support and services; the right to request proposals from others with or without requesting proposals from the Contractor; and the unrestricted right to bid any such product, support or service.

2. DELIVERABLES

Contractor agrees to provide the County all Deliverables on terms set forth in the Agreement, including all Exhibits that are attached to the Agreement and incorporated, as well as all necessary equipment and resources. However, this Agreement does not provide authority to ship Deliverables. That authority shall be established by contract release purchase orders placed by the County and sent to Contractor throughout the term of the Agreement. Each and every contract release purchase order shall incorporate all terms of this Agreement and this Agreement shall apply to same.

Any additional or different terms or qualifications sent by Contractor, including, without limitation, electronically or in mailings, attached to invoices or with any deliverables shipped, shall not become part

of the contract between the parties. County's acceptance of Contractor's offer is expressly made conditional on this statement.

Contractor shall timely provide to the County, all documentation and manuals relevant to the Deliverables to be supplied, at no additional cost. Such documentation shall be delivered either in advance of the delivery of Deliverables or concurrently with the delivery of Deliverables.

Employees and agents of Contractor, shall, while on the premises of the County, comply with all rules and regulations of the premises, including, but not limited to, security requirements. If required, Contractor shall be responsible for installation, training and knowledge transfer activities in relation to the Deliverables being supplied.

All equipment shall be delivered to a County site specified in the contract release purchase order, or if not so specified therein, in the Statement of Work/Specifications.

Contractor holds itself out as an expert in the subject matter of the Agreement. Contractor represents itself as being possessed of greater knowledge and skill in this area than the average person. Accordingly, Contractor is under a duty to exercise a skill greater than that of an ordinary person, and the manner in which performance is rendered will be evaluated in light of the Contractor's superior skill. Contractor shall provide equipment and perform work in a professional manner consistent, at minimum, with industry standards.

Contractor represents that all prices, warranties, benefits and other terms being provided hereunder are fair, reasonable and commensurate with the terms otherwise being offered by Contractor to its current customers ordering comparable Deliverables and services. County does not guarantee any minimum orders.

3. NECESSARY ACTS AND FURTHER ASSURANCES

The Contractor shall at its own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

4. COUNTING DAYS

Days are to be counted by excluding the first day and including the last day, unless the last day is a Saturday, a Sunday, or a legal holiday, and then it is to be excluded.

5. PRICING

Unless otherwise stated, prices shall be fixed for the term of the Agreement, including all extensions. If any product listed in this Agreement is discontinued or upgraded prior to delivery, Contractor shall extend the same pricing towards a comparable replacement which is functionally equivalent or an upgraded version if Contractor no longer offers the existing version.

Exhibit B of the Agreement is the basis for pricing and compensation throughout the term of the Agreement.

6. MODIFICATION

This Agreement or any contract release purchase order may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement contract release purchase order will be binding on County unless it is in writing and signed by the County's authorized representative.

7. TIME OF THE ESSENCE

Time is of the essence in the delivery of goods by Contractor under this Agreement and any contract release purchase order. If Contractor fails to deliver goods and/or services on time, the Contractor shall be liable for any reasonable damages incurred by the County because of Contractor's delay. For instance, County may purchase or obtain the goods and/or services elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County; or County may terminate on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of reasonable damages incurred by the County.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

8. HAZARDOUS SUBSTANCES

If any product being offered, delivered or supplied to the County is listed in the Hazardous Substances List of the Regulations of the Director of Industrial Relations with the California Occupational Safety and Health Standards Board, or if the product presents a physical or health hazard as defined in the California Code of Regulations, General Industry Safety Order, Section 5194 (T8CCR), Hazard Communication, the Contractor must include a Material Safety Data Sheet (MSDS) with delivery, or shipment. Each MSDS must reference the contract/purchase order number, and identify the "Ship To Address". All shipments and containers must comply with the labeling requirements of Title 49, Code of Federal Regulations by identifying the hazardous substance, name and address of manufacturer, and appropriate hazard warning regarding potential physical safety and health hazard.

9. SHIPPING AND RISK OF LOSS

Goods shall be packaged, marked and otherwise prepared by Contractor in suitable containers in accordance with sound commercial practices. Contractor shall include an itemized packing list with each shipment and with each individual box or package shipped to the County. The packing list shall contain, without limitation, the applicable contract release purchase order number.

Unless otherwise specified in writing, all shipments by Contractor to County will be F.O.B. point of destination. Freight or handling charges are not billable unless such charges are referenced on the order. Transportation receipts, if required by contract release purchase order, must accompany invoice. Regardless of F.O.B. point, Contractor agrees to bear all risks of loss, injury, or destruction to goods and materials ordered herein which occur prior to delivery at County's destination; and such loss, injury or destruction shall not release Contractor from any obligation hereunder.

Any shipments returned to the Contractor shall be delivered as F.O.B. shipping point.

10. INSPECTION AND RELATED RIGHTS

All goods and services are subject to inspection, testing, approval and acceptance by the County. Inspection shall be made within 30 days after delivery. If the goods, services, or the tender of delivery fail in any respect to conform to the contract, the County may reject the entire tender, accept the entire tender, or, if the deliverables are commercially divisible, may, at its option, accept any commercial unit or units and reject the rest.

Contractor shall be responsible to reclaim and remove any rejected goods or items at its own expense. Should Contractor fail to reclaim or remove any rejected goods or items within a reasonable time, County

shall, at its option dispose of such goods or items and require reimbursement from Contractor for any costs or expenses incurred.

In the event that the Contractor's goods are not accepted by County, the Contractor shall be liable for any costs incurred by the County because of such failure by Contractor. For instance, County may purchase or obtain the goods elsewhere and the Contractor shall be liable for the difference between the price in the Agreement and the cost to the County, and any other costs incurred; or County may terminate for cause on grounds of material breach and Contractor shall be liable for County's damages.

The Contractor shall promptly reimburse the County for the full amount of its liability.

The rights and remedies of County provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law. The acceptance by County of late or partial performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the rights or requirements for the complete and timely performance of any obligation remaining to be performed by the Contractor, or of any other claim, right or remedy of the County.

11. ADJUSTMENT BY COUNTY

The County reserves the right to waive a variation in specification of goods or services supplied by the Contractor. Contractor may request an equitable adjustment of payments to be made by County if County requires a change in the goods or services to be delivered. Any claim by the Contractor for resulting adjustment of payment must be asserted within 30 days from the date of receipt by the Contractor of the notification of change required by County; provided however, that the County's authorized representative decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment made for goods and services supplied by Contractor. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the County's authorized representative shall have the right to prescribe the manner of disposition of such property. Nothing in this clause shall excuse performance by Contractor.

12. INVOICING

Contractor shall invoice according to Exhibit B of the Agreement. Invoices shall be sent to the County customer or department referenced in the individual contract release purchase order. Invoices for goods or services not specifically listed in the Agreement will not be approved for payment.

Invoices shall include: Contractor's complete name and remit-to address; invoice date, invoice number, and payment term; County contract number; pricing per the Agreement; applicable taxes; and total cost. Contractor and County shall make reasonable efforts to resolve all invoicing disputes within seven (7) days.

13. PAYMENT

The County's standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

14. OTHER PAYMENT PROVISIONS

Notwithstanding anything to the contrary, County shall not make payments prior to receipt of service or goods (i.e. the County will not make "advance payments"), except for Contractor cloud services which will be billed annually in advance. In the event that the Agreement is terminated by either party, or the Agreement term is abridged by either party, Contractor shall reimburse any advanced cloud services payment for the remaining term on a pro rata basis. Unless specified in writing in an individual purchase order, the County will not accept partial delivery with respect to any purchase order. Any acceptance of partial delivery shall not waive any of County's rights on an ongoing basis.

Sales tax shall be noted separately on every invoice. Items that are not subject to sales tax shall be clearly identified.

Contractor shall be responsible for payment of all state and federal taxes assessed on the compensation received under this Purchase Order and such payment shall be identified under the Contractor's federal and state identification number(s).

The County does not pay Federal Excise Taxes (F.E.T). The County will furnish an exemption certificate in lieu of paying F.E.T. Federal registration for such transactions is: County #94730482K. Contractor shall not charge County for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose, unless expressly authorized by the County.

15. LATE PAYMENT CHARGES OR FEES

The Contractor acknowledges and agrees that the County will not pay late payment charges.

16. DISALLOWANCE

In the event the Contractor receives payment for goods or services, which payment is later disallowed by the County or state or federal law or regulation, the Contractor shall promptly refund the disallowed amount to the County upon notification.

17. TERMINATION FOR CONVENIENCE

The County may terminate this Agreement or any order at any time provided, the County provide thirty (30) days prior written notice, for the convenience of the County, specifying the effective date and scope of such termination.

In no event shall the County be liable for costs incurred by the Contractor as a result of the termination or any loss of profits on the resulting order or portion thereof so terminated. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other materials (collectively referred to as "materials") prepared by Contractor under this Agreement or contract release purchase order shall become the property of the County and shall be promptly delivered to the County. Upon receipt of such materials, County shall pay the Contractor as full compensation for performance, the unit or pro rata price for the then-accepted portion of goods and/or services. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Termination for Convenience may be exercised anytime by and at the sole discretion of the County.

18. TERMINATION FOR CAUSE

County may terminate this Agreement or any order, in whole or in part, for cause upon thirty (30) days written notice to Contractor. For purposes of this Agreement, cause includes, but is not limited to, any of the following: (a) material breach of this Agreement or any contract release purchase order by Contractor, (b) violation by Contractor of any applicable laws or regulations; (c) assignment or delegation by Contractor of the rights or duties under this Agreement without the written consent of County or (d) less than perfect tender of delivery or performance by Contractor that is not in strict conformance with terms, conditions, specifications, covenants, representations, warranties or requirements in this Agreement or any order.

In the event County terminates for cause under this provision, the Contractor shall be liable for any costs incurred by the County because of Contractor's default. The Contractor shall promptly reimburse the County for the full amount of its liability.

If, after notice of termination under the provisions of this clause, it is determined for any reason that the Contractor was not in default under this provision of this clause, the County has the option to make its notice of termination pursuant to the Termination for Convenience clause and the rights and obligations of the parties would be in accordance with that provision.

County will provide written notice specifying the cause for termination and allow Contractor at least thirty (30) days (or other specified time period by the County) to cure. If, within at least thirty (30) days (or other specified time) after the County has given the Contractor such notice, Contractor has not cured to the satisfaction of the County, or if the default cannot be reasonably cured within that time period, County may terminate this Agreement at any time thereafter. County shall determine whether Contractor's actions constitute complete or partial cure. In the event of partial cure, County may, at its option, decide whether to (a) give Contractor additional time to cure while retaining the right to immediately terminate at any point thereafter for cause; or (b) terminate immediately for cause. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

Notwithstanding any of the above, if County determines that any action by Contractor contributes to the curtailment of an essential service or pose an immediate threat to life, health, or property, County may terminate this Agreement effective immediately without penalty or opportunity to cure upon issuing either oral or written notice to the Contractor.

19. TERMINATION FOR BANKRUPTCY

If Contractor is adjudged to be bankrupt or should have a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Agreement immediately without penalty. For the purpose of this Section, bankruptcy shall mean the filing of a voluntary or involuntary petition of bankruptcy or similar relief from creditors; insolvency; the appointment of a trustee or receiver, or any similar occurrence reasonably indicating an imminent inability to perform substantially all the party's duties under this Agreement. If this Agreement is terminated, neither party may nullify obligations, if any, already incurred prior to the date of termination.

20. BUDGETARY CONTINGENCY

Performance and/or payment by the County pursuant to this Agreement is contingent upon the appropriation by the County of sufficient funds for Deliverables covered by this Agreement. If funding is reduced or deleted by the County for services covered by this Agreement, the County may, at its option and without penalty or liability, terminate this Agreement or offer an amendment to this Agreement indicating the reduced amount.

21. DISENTANGLEMENT

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to ensure that there is no interruption of work required under the Agreement and no adverse impact on the supply of goods, provision of County services or the County activities. Contractor shall return to County all County assets or information in Contractor's possession.

For any software programs developed for use under the County's Agreement, Contractor shall provide a nonexclusive, nontransferable, fully-paid, perpetual, irrevocable, royalty-free worldwide license to the County, at no charge to County, to use, copy, and modify, all work or derivatives that would be needed in order to allow County to continue to perform for itself, or obtain from other providers, the services as the same might exist at the time of termination.

Contractor shall promptly remove from County's premises, or the site of the work being performed by Contractor for County, any Contractor assets that County, or its designee, chooses not to purchase under this provision.

Contractor shall deliver to County or its designee, at County's request, all documentation and data related to County, including, but not limited to, the County Data and client files, held by Contractor, within sixty (60) days of the request, and after return of same, Contractor shall destroy all copies thereof not turned over to County, all at no charge to County.

22. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this contract that is not disposed of by agreement shall be decided by the County's authorized representative or designee, who shall furnish the decision to the Contractor in writing. The decision of the County's authorized representative or designee shall be final and conclusive. The Contractor shall proceed diligently with the performance of the contract pending the County's authorized representative or designee's decision. The County's authorized representative or designee shall not be required to decide issues that are legal or beyond his or her scope of expertise.

23. ACCOUNTABILITY

Contractor will be the primary point of contact for the performance of any subcontractors and assume the responsibility of all matters relating to the purchase of goods and/or services under this Agreement, including payment issues. If such or similar issues arise, the Contractor must take immediate action to correct or resolve the issues.

24. NO ASSIGNMENT, DELEGATION OR SUBCONTRACTING WITHOUT PRIOR WRITTEN CONSENT

Neither party may assign any of its rights, delegate any of its duties or subcontract any portion of its work or business under this Agreement or any contract release purchase order without the prior written consent of the other party. No assignment, delegation or subcontracting will release either Party from any of its obligations or alter any of its obligations to be performed under the Agreement. Any attempted assignment, delegation or subcontracting in violation of this provision is voidable at the option of each party and constitutes material breach. As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

25. MERGER AND ACQUISITION

The terms of this Agreement will survive an acquisition, merger, divestiture or other transfer of rights involving Contractor. In the event of an acquisition, merger, divestiture or other transfer of rights Contractor must ensure that the acquiring entity or the new entity is legally required to:

- (1) Honor all the terms negotiated in this Agreement and any pre-acquisition or pre-merger Agreement between Contractor and the County, including but not limited to a) established pricing and fees; b) guaranteed product support until the contract term even if a new product is released; and c) no price escalation during the term of the contract.
- (2) If applicable, provide the functionality of the software in a future, separate or renamed product, if the acquiring entity or the new entity reduces or replaces the functionality, or otherwise provide a substantially similar functionality of the current licensed product. The County will not be required to pay any additional license or maintenance fee to an acquiring entity in order to continue with full use, benefit, and functionality of software licensed under this Agreement until expiration or termination.
- (3) Give 30-days written notice to the County following the closing of an acquisition, merger, divestiture or other transfer of right involving Contractor.

26. COMPLIANCE WITH ALL LAWS & REGULATIONS APPLICABLE TO GOODS AND/OR SERVICES PROVIDED

Contractor shall comply with all laws, codes, regulations, rules and orders (collectively, "Regulations") applicable to the goods and/or services to be provided hereunder. Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the contract. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act, and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with any Regulation applicable to the goods and/or services to be provided hereunder.

27. FORCE MAJEURE

Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include acts of God/nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service ("Force Majeure Event").

Each party, as applicable, shall give the other party notice of its inability to perform and reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

The party asserting a Force Majeure Event as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

The County shall reserve the right to terminate this Agreement and/or any applicable order or contract release purchase order effective immediately, upon written notice, in the event of non-performance by Contractor because of a Force Majeure Event. The County shall reserve the right to extend the agreement and time for performance at its discretion.

28. INDEPENDENT CONTRACTOR

Contractor shall supply all goods and/or perform all services pursuant to this Agreement as an independent contractor and not as an officer, agent, or employee of County. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be considered as creating a partnership or joint venture between the County and Contractor. No person performing any services and/or supplying all goods shall be considered an officer, agent, or employee of County, nor shall any such person be entitled to any benefits available or granted solely to employees of the County.

Contractor is responsible for payment to sub-contractors and must monitor, evaluate, and account for the sub-contractor(s) services and operations.

29. INSURANCE

Contractor shall maintain insurance coverage pursuant to the exhibit setting forth insurance requirements, if such exhibit is attached to the Agreement.

30. DAMAGE AND REPAIR BY CONTRACTOR

Any and all damages to County owned or leased property caused by Contractor's negligence or operations shall be repaired, replaced or reimbursed by Contractor at no charge to the County. Repairs and replacements shall be completed within seventy-two (72) hours of the incident unless the County requests or agrees to an extension or another time frame. The cleanup of all damage related to accidental or intentional release of any/all non-hazardous or hazardous material (e.g. hydraulic fluid, fuel, grease, etc.) from Contractor's vehicles or during performance shall be the responsibility of the Contractor. All materials must be cleaned up in a manner and time acceptable to County (completely and immediately to prevent potential as well as actual environmental damage). Contractor must immediately report each incident to the County's Director of Procurement or designee. Damage observed by Contractor, whether or not resulting from Contractor's operations or negligence shall be promptly reported by Contractor to County. County may, at its option, approve and/or dictate the actions that are in County's best interests.

31. LIENS, CLAIMS, ENCUMBRANCES AND TITLE

The Contractor represents and warrants that all the goods and materials ordered and delivered are free and clear of all liens, claims or encumbrances of any kind. Title to the material and supplies purchased shall pass directly from Contractor to County at the F.O.B. point, subject to the right of County to reject upon inspection.

32. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor hereby assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

33. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, Contractor's negligent acts, errors or omission, or willful misconduct relating to the performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Contractor contests its obligation to indemnify, defend and/or hold harmless the County under this Agreement and does not prevail in that contest.

Each Party's cumulative liability to the other Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Contractor Device or Service will not exceed the purchase price paid to Contractor for the Contractor Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable to the other Party for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract. This section shall not apply to fraud, gross negligence, negligence, willful misconduct, and indemnity obligations stated in the Agreement.

34. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that it is the exclusive owner of all rights, title and interest in the product or services to be supplied. Contractor shall, at its own expense, indemnify, defend, settle, and hold harmless the County and its employees, agents and assigns against any claim or potential claim that any good, (including software)

and/or service, or County's use of any good (including software) and/or service, provided under this Agreement infringes any patent, trademark, copyright or other proprietary rights, including trade secret rights. Contractor shall pay all costs, damages and attorneys' fees that a court or other adjudicatory body awards as a result of any such claim.

35. WARRANTY

Contractor warrants that Contractor-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of County's receipt, except Signal Sidearm and Contractor-manufactured accessories, which Contractor warrants for 30 months and 90 days, respectively, from the date of County's receipt. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. All software and Contractor Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Contractor Devices, software, and services that are not manufactured, published or performed by Contractor ("Third-Party Products") are not covered by Contractor's warranty and are only subject to the warranties of the third-party provider or manufacturer.

Claims. If Contractor receives a valid warranty claim for a Contractor-manufactured Device during the warranty term, Contractor's sole responsibility is to repair or replace the Contractor-manufactured Device with the same or like Contractor-manufactured Device, at Contractor's option. A replacement Contractor-manufactured Device will be new or like new. Contractor will warrant the replacement Contractor-manufactured Device for the longer of (a) the remaining warranty of the original Contractor Manufactured Device or (b) 90-days from the date of repair or replacement.

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

Limitations. Contractor's warranty excludes damage related to: (a) failure to follow Contractor Device use instructions; (b) Contractor Devices used with equipment not manufactured or recommended by Contractor; (c) abuse, misuse, or intentional damage to Contractor Device; (d) force majeure; (e) Contractor Devices repaired or modified by persons other than Contractor without Contractor's written permission; or (f) Contractor Devices with a defaced or removed serial number. Contractor's warranty will be void if County resells Contractor Devices.

To the extent permitted by law, the above warranties and remedies are exclusive. Contractor disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

36. COOPERATION WITH REVIEW

Contractor shall cooperate with County's periodic review of Contractor's performance.

Contractor shall make itself available onsite to review the progress of the project and Agreement, as requested by the County, upon reasonable advanced notice.

Contractor agrees to extend to the County or his/her designees and/or designated auditor of the County, the right to monitor or otherwise evaluate all work performed and all records, including service records and procedures to assure that the project is achieving its purpose, that all applicable County, State, and Federal regulations are met, and that adequate internal fiscal controls are maintained.

37. AUDIT RIGHTS

Pursuant to California Government Code Section 8546.7, the parties acknowledge and agree that every contract involving the expenditure of public funds in excess of \$10,000 may be subject to audit by the State Auditor.

All payments made under this Agreement shall be subject to an audit at County's option, and shall be adjusted in accordance with said audit. Adjustments that are found necessary as a result of auditing may be made from current billings.

The Contractor shall be responsible for receiving, replying to, and complying with any mutually agreed payment adjustments set forth in any County audits. The Contractor shall pay to County the mutually agreed full amount determined to be due as a result of a County audit. This provision is in addition to other inspection and access rights specified in this Agreement.

38. ACCESS AND RETENTION OF RECORDS AND PROVISION OF REPORTS

Contractor shall maintain financial records adequate to show that County funds paid were used for purposes consistent with the terms of the contract between Contractor and County. Records shall be maintained during the term of the Agreement and for a period of two (2) years from its termination, or until all claims have been resolved, whichever period is longer, unless a longer period is required under any contract or applicable law.

All books, records, reports, and accounts maintained pursuant to the Agreement, or related to the Contractor's activities under the Agreement, shall be open to inspection, examination, and audit by County, federal and state regulatory agencies, and to parties whose Agreements with the County require such access. County shall have the right to obtain copies of any and all of the books and records maintained pursuant to the Agreement, upon the payment of reasonable charges for the copying of such records.

Upon request, Contractor shall provide annual reports that include, at a minimum, (i) the total contract release purchase order value for the County as a whole and individual County departments, and (ii) the number of orders placed, the breakdown (by customer ID/department and County) of the quantity and dollar amount of each product and/or service ordered per year. Annual reports must be made available no later than 30 days of the of the request.

Upon request, Contractor will provide the number and details of problem/service calls and department name that each such call pertains to (including unresolved problems).

39. ACCESS TO BOOKS AND RECORDS PURSUANT TO THE SOCIAL SECURITY ACT

Access to Books and Records: If and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act (42 U.S.C. Section 1395x (v) (1) (1) is applicable, Contractor shall maintain such records and provide such information to County, to any payor which contracts with County and to applicable state and federal regulatory agencies, and shall permit such entities and agencies, at all reasonable times upon request, to access books, records and other papers relating to the Agreement hereunder, as may be required by applicable federal, state and local laws, regulations and ordinances. Contractor agrees to retain such books, records and information for a period of at least four two (2) from and after the termination of this Agreement. Furthermore, if Contractor carries out any of its duties hereunder, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, through a subcontract with a related organization, such subcontract shall contain these same requirements. This provision shall survive the termination of this Agreement regardless of the reason for the termination.

40. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within thirty (30) feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

41. FOOD AND BEVERAGE STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low-calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option. If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (e.g., soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

42. DEBARMENT

Contractor represents and warrants that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, if applicable, or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration.

Contractor must within thirty (30) calendar days advise the County if, during the term of this Agreement, Contractor becomes suspended, debarred, excluded or ineligible for participation in Medicare, Medi-Cal or any other federal or state funded health care program, as defined by 42. U.S.C. 1320a-7b (f), or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the County harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

43. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions,

Contractor must clearly mark such information “CONFIDENTIAL AND PROPRIETARY,” and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney’s fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.

44. CONFLICT OF INTEREST; POLITICAL REFORM ACT DISCLOSURE REQUIREMENT

If applicable, Contractor shall comply with all applicable requirements governing avoidance of impermissible client conflicts; and federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 *et seq.*, the California Political Reform Act (California Government Code section 87100 *et seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 *et seq.*). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not use any contractor or employ any person having such an interest. Contractor, including but not limited to contractor’s employees, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

Contractor, including but not limited to contractor’s employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the “Act”), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under the Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Act are applicable to any individual providing service under the Agreement, Contractor shall, upon execution of the Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor’s employees, agents and subcontractors, that could be substantively involved in “making a governmental decision” or “serving in a staff capacity and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position,” as part of Contractor’s service to the County under the Agreement. Contractor shall ensure that such individuals file Statements of Economic Interests within 30 days of commencing service under the Contract, annually by April 1, and within 30 days of their termination of service under the Contract.

45. SEVERABILITY

Should any part of this Agreement between County and the Contractor or any individual contract release purchase order be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement or any individual contract

release purchase order which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

46. NON-WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by County. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether similar or not, nor will any waiver constitute a continuing waiver unless the writing signed by the County so specifies.

47. USE OF COUNTY'S NAME FOR COMMERCIAL PURPOSES

Contractor may not use the name of the County or reference any endorsement from the County in any fashion for any purpose, without the prior express written consent of the County as provided by the County's authorized representative, or designee.

48. HEADINGS AND TITLES

The titles and headings in this Agreement are included principally for convenience and do not by themselves affect the construction or interpretation of any provision in this Agreement, nor affect any of the rights or obligations of the parties to this Agreement.

49. HANDWRITTEN OR TYPED WORDS

Handwritten or typed words have no greater weight than printed words in the interpretation or construction of this Agreement.

50. AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

51. ENTIRE AGREEMENT; MERGER

This Agreement and its Exhibits and Attachments (if any) constitute the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

52. EXECUTION AND COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The parties agree that this Agreement, its amendments, and ancillary agreements to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered a method described herein.

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

53. NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement shall be in writing and shall be deemed to have been given when sent by registered or certified mail, return receipt requested; when sent by overnight carrier; or upon email confirmation to sender of receipt of a facsimile communication which is followed by a mailed hard copy from sender. Notices shall be addressed to the individuals identified in the Key Provisions of the Agreement as the County Contract Administrator and the Supplier Contact. Each party may designate a different person and address by sending written notice to the other party, to be effective no sooner than ten (10) days after the date of the notice.

54. ACCOUNT MANAGER

Contractor must assign an Account Manager to the County upon execution of the Agreement to facilitate the contractual relationship, be fully responsible and accountable for fulfilling the County's requirements. Contractor represents and warrants that such person will ensure that the County receives adequate pre-sales and post-sales support, problem resolution assistance and required information on a timely basis.

55. SURVIVAL

All representations, warranties, and covenants contained in this Agreement, or in any instrument, certificate, exhibit, or other writing intended by the parties to survive this Agreement, will survive the termination of this Agreement.

56. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California, excluding its conflict of law principles. Proper venue for legal actions shall be exclusively vested in state court in the County of Santa Clara. The parties agree that subject matter and personal jurisdiction are proper in state court in the County of Santa Clara, and waive all venue objections.

57. THIRD PARTY BENEFICIARIES

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties

58. AUTHORITY

Each party executing the Agreement on behalf of such entity represents that he or she is duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Board of Supervisors, the Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the County's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

59. LIVING WAGE

Unless otherwise exempted or prohibited by law or County policy, Contractors that contract with the County to provide Direct Services, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is \$100,000 or more, must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a

subcontractor violate this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

- (1) Suspend, modify, or terminate the Direct Services Contract.
- (2) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
- (3) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts, and warrants that it will continue to comply with County Code Division B36 and the County's Living Wage Policy with respect to applicable contracts.

60. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is \$100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the Agreement; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the Agreement, except where prohibited by federal or state laws, regulations or rules.

61. CONTRACTOR TRAVEL EXPENSES

Contractor shall be solely responsible for any travel fees or out of pocket expenses.

62. INFORMATION SECURITY COMPLIANCE

(1) For purposes of this section, the following definitions shall apply:

- (A) "Breach" means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability of those systems or County Data.
- (B) "Independent Penetration Testing," or "pen testing," means the County's practice, by using an independent third party, of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.
- (C) "Risk Assessment" means the process by which the County's Information Security Office ("ISO") assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by the Contractor.

(2) Contractor shall do all of the following:

- (A) Contractor shall provide written notice to ISO of any changes or deficiencies to its information security posture.
- (B) Protect the confidentiality, integrity, and availability of the County's data for the entire term of the Agreement.
- (C) Upon discovering any Breach that could impact the County, whether caused by Contractor, its officers, employees, contractors or agents or others, the Contractor shall notify the ISO at o365-iso-risk-team@iscccconnect.onmicrosoft.com within 48 hours. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

63. COUNTY DATA

- (1) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.
- (2) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.
- (3) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 48 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.
- (4) Contractor shall defend, indemnify and hold the County harmless for County Data claims resulting from Contractor's negligence, error or omission or willful misconduct.

64. ACCESS TO COMPETITIVELY BID AGREEMENTS

Where the contract award is a result of a formal competitive solicitation, Contractor may opt to permit the use of this Agreement by other political subdivisions, municipalities, tax supported agencies and non-profit entities in the United States. Such participating agencies shall make purchases in their own name, make payments directly to the Contractor and shall be liable directly to Contractor holding the County of Santa Clara harmless.

If applicable, Contractor shall be required to maintain a list of cooperative entities using this Agreement. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

65. COMPLIANCE WITH ALL LAWS AND REGULATIONS INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

Contractor's violation of this provision shall be deemed a material default by Contractor, giving County a right to terminate the Agreement. Examples of such Regulations include but are not limited to California Occupational Safety and Health Act of 1973, Labor Code §6300 *et seq.* the Fair Packaging and Labeling Act. and the standards and regulations issued there under. Contractor agrees to indemnify and hold harmless the County for any loss, damage, fine, penalty, or any expense whatsoever as a result of Contractor's failure to comply with the act and any standards or regulations issued there under.

- (1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.
- (2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Government Code sections 12900 *et seq.*); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- (3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local Minimum Wage, Prevailing Wage, or Living Wage laws.
- (4) Definitions: For purposes of this Section, the following definitions shall apply. A "Final Judgment, Decision, Determination, or Order" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

- (5) Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments, decisions, determinations, or orders that (a) were issued in the five years prior to executing this Agreement by a court or investigatory government agency and (b) found that Contractor violated an applicable wage and hour or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached agreement with the County regarding the manner in which it will satisfy – any such final judgments, decisions, determinations, or orders.
- (6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Agreement: If at any time during the term of this Agreement, Contractor receives a Final Judgment, Decision, Determination, or Order rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment, Decision, Determination or Order. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment, Decision, Determination, or Order against it within 30 days of the Final Judgment, Decision, Determination, or Order becoming final or of learning of the Final Judgment, Decision, Determination, or Order, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment, Decision, Determination, or Order within 5 days of satisfying the Final Judgment, Decision, Determination, or Order. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.
- (7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Section, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.
- (8) Pay Equity Notification: Contractor shall (1) directly provide each employee working in California and each person applying for a job in California with a written copy of any applicable pay equity Laws, or (2) electronically disseminate the text of applicable pay equity Laws to each California employee and job applicant, either directly or by posting a copy in conspicuous places available to employees and applicants. Such notification shall occur at least once during the term of this Agreement and, if this Agreement is a multi-year Agreement, at least annually thereafter.
- (9) Material Breach: Failure to comply with any part of this Section shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and/or at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
 - (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment, Decision, Determination, or Order.
 - (iii) Offer Contractor an opportunity to cure the breach.
- (10) Subcontractors: Contractor shall impose all of the requirements set forth in this Section on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment, Decision, Determination, or Order for violation of an applicable wage and hour Law promptly satisfies and complies with such Final Judgment, Decision, Determination, or Order.

66. LICENSE GRANT

Contractor grants to County a perpetual, non-exclusive, royalty-free, fully paid-up license to use any software provided under the Agreement for the County's government activities, which includes fulfilling its mission of providing services to the public. This includes the right to use licensed software in backup, disaster recovery, and testing environments.

67. CLICK-THROUGH AGREEMENTS AND CONTRACTOR POLICIES

(1) No provisions of any shrink-wrap or any click-through agreement (or other form of "click to accept" agreement) that may routinely accompany any products or services acquired under this Agreement shall apply in place of, or serve to modify any provision of this Agreement, even if a user or authorized officer of County purports to have affirmatively accepted such shrink-wrap or click through provisions. Without limiting the foregoing, no "terms of use," "privacy policy" or other policy on Contractor's website or application (collectively, "Policies") or another website that may routinely accompany any products or services acquired under this Agreement shall apply in place of or serve to modify any provision of this Agreement.

(2) For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap, click-through provisions or Policies (irrespective of the products or services that such provisions attach to) and any term or condition of this Agreement, the relevant term or condition of this Agreement shall govern to the extent of any such conflict. Only the provisions of this Agreement as amended from time to time, and executed by the parties, shall apply to County and or authorized user.

(3) The parties acknowledge that the County and or authorized users may be required to click "Accept" as a routine condition of access to services through the Contractor's website or other application. Such click-through provisions or Policies on Contractor's website shall be null and void for County and/or each such authorized user and shall only serve as a mechanical means for accessing such services.

68. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements ("Certification"), attached hereto as Exhibit G. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor's compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

69. CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS)

Contractor shall require any persons to which it discloses California Law Enforcement Telecommunications System (CLETS) information to comply with the with the access requirements imposed by the CLETS Policies, Practices and Procedure Manual, which includes a background check, LiveScan fingerprinting, and mandated training. Contractor and its employees are not granted CLETS access via this agreement, except as otherwise provided in this Agreement, Contractor and its employees are not granted CLETS access via this agreement. Contractor is responsible for ensuring that its employees working onsite at County facilities do not attempt unauthorized access of CLETS. Contractor acknowledges that any of its employees who are responsible for unauthorized

CLETS access, or misuse of CLETS information shall be barred from further entry into County facilities. Additionally, such violations of the law may result in criminal and/or civil action.

70. ADDITIONAL TERMS AND CONDITIONS

- (A) **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix attached.
- (B) **Third-Party Software and Services.** Use of software or services other than those provided by Contractor is governed by the terms, if any, entered into between County and the respective third-party provider
- (C) **Axon Aid.** Upon mutual agreement between Contractor and County, Contractor may provide certain products and services to County, as a charitable donation under the Axon Aid program. In such event, County expressly waives and releases any and all claims, now known or hereafter known, against Contractor, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Contractor or any Releasees or otherwise. County agrees not to make or bring any such claim against Contractor or any other Releasee, and forever release and discharge Contractor and all other Releasees from liability under such claims. County expressly allows Contractor to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the County.
- (D) **Statement of Work.** Certain Contractor Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Contractor's Service deliverables ("**SOW**"). In the event Contractor provides an SOW to County, Contractor is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.
- (E) **Contractor Device Warnings.** See www.axon.com/legal for the most current Contractor Device warnings.
- (F) **Design Changes.** Contractor may make design changes to any Contractor Device or Service without notifying County or making the same change to Contractor Devices and Services previously purchased by County.
- (G) **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of County's purchase. Contractor will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or County's election not to utilize any portion of a Contractor bundle.
- (H) **IP Rights.** Axon owns and reserves all right, title, and interest in Contractor-manufactured Devices and Services and suggestions to Contractor, including all related intellectual property rights. County will not cause any Contractor proprietary rights to be violated.
- (I) **County Responsibilities.** Unless stated otherwise in this Agreement, County is responsible for (a) County's use of Contractor Devices; (b) breach of this Agreement or violation of applicable law by County or a County end user; (c) a dispute between County and a third-party over County's use of Contractor Devices; (d) to ensure Contractor Devices owned by County are destroyed and disposed of securely and sustainably at County's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Contractor Devices owned by County.
- (J) **Effect of Termination.** Upon termination of this Agreement, County rights immediately terminate. County remains responsible for all fees incurred before the effective date of termination. Only if

terminating for non-appropriation, County may return Contractor Devices to Contractor within 30 days of termination. MSRP is the standalone price of the individual Contractor Device at the time of sale. For bundled Contractor Devices, MSRP is the standalone price of all individual components.

(K) Confidentiality. “**Confidential Information**” means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Subject to the California Public Records Act and Section 43 of this Agreement, each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party’s Confidential Information. Unless required by law, neither Party will disclose the other Party’s Confidential Information during the Term and for 5 years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive.

(L) Export Compliance. Each Party will comply with all import and export control laws and regulations.

//

//

//

//

//

//

//

//

Exhibit B
Products, Price and Delivery Schedule

The County shall only be charged for the services as included and described in this Exhibit B – Products, Price and Delivery Schedule. Any charges or fees not specifically listed in this Exhibit B shall not be invoiced to the County. All pricing will be fixed for the term of this agreement.

Pursuant to Exhibit A, County of Santa Clara Standard Terms and Conditions, Section 5, Pricing, if at any time during the term of the Agreement the Contractor offers special, promotional, or reduced pricing when compared with the price paid by the County, County shall benefit from that pricing and that pricing shall apply to the County at the same time it is offered to other entities. Contractor is required on an ongoing basis, to inform the County of any such special, promotional, or reduced pricing.

Contractor will provide the following deliverables and invoice accordingly:

I. Body Worn Camera, Evidence Management System, and Related Services and Accessories Total Bundle

Item	Description	QTY	Term	Net Price	Subtotal	Tax	Total
BUNDLE PROGRAM							
2022Unlim7+ Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	1275	60 Mo	\$198.40	\$15,177,600.00	\$433,393.40	\$15,610,993.40
BWCamTAP	Body Worn Camera TAP Bundle	75	60 Mo	\$28.00	\$126,000.00	\$11,812.50	\$137,812.50
A LA CARTE SOFTWARE							
ProLicense	Pro License Bundle	45	60 Mo	\$39.00	\$105,300.00	\$0.00	\$105,300.00
A LA CARTE SERVICES							
80146	Virtual Bodycam Starter	1		\$1,500	\$1,500.00	\$0.00	\$1,500.00
Total					\$15,410,400.00	\$445,205.90	\$15,855,605.90

II. Hardware Bundle Breakdown and Estimated Delivery Schedule

Bundle Item	Item Number	Description	Quantity	Estimated Delivery Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	100126	AXON VR TACTICAL BAG	17	12/13/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	100186	HTC FOCUS 3 WRIST TRACKER	34	12/13/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	17	12/13/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	17	12/13/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20298	VR-ENABLED GLOCK 19 CONTROLLER	17	12/13/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20378	HTC FOCUS 3 VR HEADSET	51	12/13/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	2550	12/13/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	75015	SIGNAL SIDEARM KIT	1275	12/13/2022

Bundle Item	Item Number	Description	Quantity	Estimated Delivery Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	73309	AXON CAMERA REFRESH ONE	1317	12/01/2024
2022 UNLIMITED 7+ PREMIUM BUNDLE	73689	MULTI-BAY BWC DOCK 1ST REFRESH	160	12/01/2024
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	77	12/01/2024
2022 UNLIMITED 7+ PREMIUM BUNDLE	100210	VIRTUAL REALITY TABLET REFRESH ONE	17	05/15/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	20373	VIRTUAL REALITY HEADSET REFRESH ONE	51	05/15/2025
2022 UNLIMITED 7+ PREMIUM BUNDLE	73310	AXON CAMERA REFRESH TWO	1317	11/15/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73688	MULTI-BAY BWC DOCK 2ND REFRESH	160	11/15/2027
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	77	11/15/2027

III. Software Bundle Breakdown and Estimated Schedule

Bundle Item	Item Number	Description	Quantity	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	100165	UNLIMITED 3RD-PARTY STORAGE	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	20370	FULL VR ADD-ON USER ACCESS	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73478	REDACTION ASSISTANT USER LICENSE	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73618	CITIZEN FOR COMMUNITIES USER LICENSE	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73680	RESPOND DEVICE PLUS LICENSE	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73681	AXON RECORDS FULL	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73682	AUTO TAGGING LICENSE	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73687	EVIDENCE.COM VIEWER LICENSE	12	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73739	PERFORMANCE LICENSE	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1275	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	85760	Auto-Transcribe Unlimited Service	1275	12/13/2022	12/12/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	135	12/13/2022	12/12/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	45	12/13/2022	12/12/2027

IV. Service Bundle Breakdown

Bundle Item	Item Number	Description	Quantity
2022 UNLIMITED 7+ PREMIUM BUNDLE	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	1275
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

V. Warranty Breakdown and Estimated Schedule

Bundle Item	Item Number	Description	Quantity	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	100197	HTC FOCUS 3 VR HEADSET - WARRANTY	51	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	100198	AXON VR CONTROLLER KIT - WARRANTY	17	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	160	12/13/2022	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	1275	11/15/2023	12/12/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	42	11/15/2023	12/12/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	75	11/15/2023	12/12/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	11/15/2023	12/12/2027

VI. Payments Summary

Contractor will submit an invoice to the County for annual payment based on table below.

December 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	1275	\$3,035,520.12	\$86,678.68	\$3,122,198.80
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	75	\$25,200.00	\$2,362.50	\$27,562.50
Year 1	ProLicense	Pro License Bundle	45	\$21,060.00	\$0.00	\$21,060.00
Invoice Upon Fulfillment	80146	VIRTUAL BODYCAM STARTER	1	\$1,500.00	\$0.00	\$1,500.00
Total				\$3,083,280.12	\$89,041.18	\$3,172,321.30
December 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	1275	\$3,035,519.97	\$86,678.68	\$3,122,198.65
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	75	\$25,200.00	\$2,362.50	\$27,562.50
Year 2	ProLicense	Pro License Bundle	45	\$21,060.00	\$0.00	\$21,060.00
Total				\$3,081,779.97	\$89,041.18	\$3,170,821.15

December 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	1275	\$3,035,519.97	\$86,678.68	\$3,122,198.65
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	75	\$25,200.00	\$2,362.50	\$27,562.50
Year 3	ProLicense	Pro License Bundle	45	\$21,060.00	\$0.00	\$21,060.00
Total				\$3,081,779.97	\$89,041.18	\$3,170,821.15
December 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	1275	\$3,035,519.97	\$86,678.68	\$3,122,198.65
Year 4	BWCamTAP	Body Worn Camera TAP Bundle	75	\$25,200.00	\$2,362.50	\$27,562.50
Year 4	ProLicense	Pro License Bundle	45	\$21,060.00	\$0.00	\$21,060.00
Total				\$3,081,779.97	\$89,041.18	\$3,170,821.15
December 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	1275	\$3,035,519.97	\$86,678.68	\$3,122,198.65
Year 5	BWCamTAP	Body Worn Camera TAP Bundle	75	\$25,200.00	\$2,362.50	\$27,562.50
Year 5	ProLicense	Pro License Bundle	45	\$21,060.00	\$0.00	\$21,060.00
Total				\$3,081,779.97	\$89,041.18	\$3,170,821.15

Note:

1. County of Santa Clara may add additional items relating to the existing products and services in this Agreement as upgraded products or accessories are made available. Contractor will provide the new items at a discounted rate which aligns with a bundled pricing structure.

//

//

//

//

//

//

//

//

//

EXHIBIT C

SPECIFICATIONS AND REQUIREMENTS

The contract award (“Agreement”) will be used by the ordering agencies and departments to generate purchase orders based on the pricing, terms, and conditions of the Agreement.

Contractor agrees to perform the work set forth in the Specifications and Requirements which is described below.

A. BACKGROUND

The County of Santa Clara Office of the Sheriff (SHO) requires Body Worn Cameras (BWC), Evidence Management System, and Related Services to be provided to the department through the term of this agreement.

Contractor shall provide all devices, labor, supervision, equipment, accessories, training, and reports, etc. as indicated within **Exhibit B – Products, Price and Delivery Schedule** and in accordance with the terms and conditions stated in this Agreement.

B. COVERED PRODUCTS

Covered products will include licensing to Evidence.com, subscriptions to advanced Evidence.com offerings (Redaction Assistant, Performance, etc.), warranty on body-worn cameras, support, and two refreshes for body-worn cameras that will take place at month 30 and month 60.

1. Hardware Components

Breakdown per section as follows:

1.1 Hardware Components

- 1.1.1 Axon Body-Worn Cameras with Two (2) Upgrades (newest model available)
- 1.1.2 Axon Body-Worn Cameras Docks and Wall Mounts w/ Two Upgrades
- 1.1.3 One (1) Body-Worn Camera Mount per Camera
- 1.1.4 Axon Signal Sidearm

1.2 Evidence.Com Software

- 1.2.1 Axon Evidence Professional Licenses
- 1.2.2 Axon Evidence Performance Licenses
- 1.2.3 Redaction Assistant License
- 1.2.4 Axon Respond+ Licenses
- 1.2.5 Unlimited Transcription minutes
- 1.2.6 Axon Performance Licenses
- 1.2.7 Axon Citizen for Communities License
- 1.2.8 Axon Capture and Citizen One-to-One
- 1.2.9 Unlimited Third-Party Storage (Non-Axon Data)
- 1.2.10 Unlimited Storage (Axon Data)
- 1.2.11 Third Party Video Support
- 1.2.12 Virtual Bodycam Starter
- 1.2.13 Axon Standards
- 1.2.14 Auto-Tagging Service
- 1.2.15 Auto-Transcribe Unlimited Service

1.3 Training and Support

1.3.1 Online Training Content

1.3.2 Auto-Tagging Service

2. Software Function and Features

This section outlines functions and the software features for devices, evidence management system, and related licenses:

Function	Description
Axon Auto Tagging Integration	This feature automatically tags Axon body-worn camera videos with correlating metadata from your CAD or RMS system
Unlimited 3 rd Party Storage	Allows for an unlimited storage of non-Axon generated evidence such as 3rd party CCTV, home surveillance, photos, etc. This consolidation of digital evidence streamlines the internal review of cases and simplifies the sharing process to partner agencies such as the DA, etc. Unlimited 3rd Party evidence allows Evidence.com to act as an extensive DEMS system for the Department.
3 rd Party Video Support	Utilize Axon technology to playback various file formats natively
Ingestion of 3 rd Party Data	Three channel services of one-directional data import are provided to assist with the ingestion of data from third party data sources (CCTV, photo storage, etc.)
Redaction Assistant License	Redaction Assistant speeds up the redaction process by automating redactions for common objects like faces, license plates, and video screens (e.g., MDT screens)
Citizen for Community License	This offering enables agencies to launch public portals from Axon Evidence to collect digital evidence submissions from members of the public. Submissions are screened for viruses and categorized automatically so agencies can review and accept or reject potential evidence files safely and quickly.
Axon Performance License	An intuitive program that extracts behavior from your agency's BWC data & DEMS to help guide policies and identify needs in officer training.
Axon Respond Plus	Axon Respond builds on the active intelligence provided by the AB3 LTE connected camera and will support live video streaming from the AB3.
Transcription	Axon Transcription allows agencies to transcribe videos - body worn camera, lengthy interviews, etc. The tool is extremely valuable during the investigation process. Dictation Services is included with this service for officers to dictate reports in the field to expedite the report writing process
Standards	Axon Standards is designed for officers to write a use of force report and allow IA tools to manage the use of force reporting and management process
Signal Sidearm	Signal Sidearm is a smart sensor that attaches to an officer's holster. The sensor uses Axon Signal technology to trigger Axon body-worn cameras within range to start recording automatically when an officer's firearm is drawn.

3. Warranty and Refreshes

- 3.1** All products must have full manufacturer's warranty.
- 3.2** Five-year Axon Body-Worn Camera warranty
- 3.3** Five-year Axon Dock warranty
- 3.4** Body-Worn Camera and Dock Refresh (month 30 and month 60)
- 3.5** Documentation relating to warranty information must be provided (in quotes, invoices etc.) and upon request by the County.

- 3.6** Contractor will be the primary point of contact in resolving any warranty issues that may arise.
- 3.7** For products under warranty, Contractor will immediately repair and/or replace products that become unserviceable due to manufacturing defects, at no cost to the County.

C. SERVICES

1. Professional Services

Contractor will provide professional services in accordance with Exhibit C-1 Professional Services Appendix.

1.1 For Body Worn Camera

Function	Description
Virtual Body Camera Starter	Coverage: No Unit Limit Session Duration: 1 Day
Planning Call	Work with Project Manager to tailor needs to Agency on Planning Call
Administrator Training	Administrator Training Class tailored to Agency needs
Documentation	Access to PowerPoints and other documentation determined to be useful in planning call.

2. Implementation Project Plan and Schedules

- 2.1** Contractor shall oversee the entire initial implementation process, including a dedicated Implementation Project Manager.
- 2.2** Contractor shall provide consistent program adoption with SHO locations.
- 2.3** Upon Agreement execution, Contractor will meet with County staff to conduct any needed facility walkthroughs to confirm docking and accessory locations.
- 2.4** Schedules will mutually be developed for the disbursement of products and/or services at SHO locations.

D. GENERAL BUSINESS REQUIREMENTS

- 1.** Contractor shall assign a primary and secondary account managers as the County's main contacts for the term of the Agreement. The County representative will contact the Contractor account managers for all service and scheduling needs.
- 2.** Contractor shall have an adequate amount of trained personnel to perform all required services.
- 3.** Contractor is responsible and liable for all conduct by its employees (and sub-contractors, if applicable) in the performance of all work and duties for the County as related in this Agreement.
- 4.** Contractor shall take the necessary steps to remedy any complaints received. Complaints shall be remedied within three (3) days, or a time period agreed upon by the County and Contractor. Contractor will notify the County of the disposition of complaints within the same agreed upon time period.
- 4.1** Contractor shall properly initiate actions to correct all deficiencies found and notify County when these deficiencies have been corrected.

- 4.2** Failure to remedy the cause of complaints shall be considered a breach of contract, unless the County determines that the Contractor is not at fault.
5. Contractor shall provide a written policy regarding warranty and repair requests by the County.
6. Contractor shall maintain valid insurance per County requirements throughout the term of the Agreement. Failure to maintain appropriate insurance coverage may be a cause of termination of the Agreement.
7. County will coordinate with Contractor to request for project review meetings. Contractor will participate in project review meetings provided at no additional cost to the County. Meeting will include project roll-out and follow-up.
- 8. COMPLIANCE WITH STATUTES AND REGULATIONS**
Contractor must comply with all County Health and Safety Code requirements, including COVID-19 vaccination requirements for all individuals who enter County facilities. Please refer to Exhibit G, Contractor Certification of Compliance with COVID-19 Vaccine Requirements. Contractor shall remain in compliance with all local, state, and federal environmental and worker health and safety regulations that may apply in the provision and delivery of contracted products and services.
- 9. ACCESS TO SECURED FACILITIES, SECURITY REQUIREMENTS**
- 9.1** All individuals employed by the Contractor to perform the services herein as required shall be screened as to their background and previous work records. Any related costs to background checks, screenings, and fingerprinting processes will be the responsibility of the Contractor.
- 9.2** Contractor's employees, agents, and representatives, requiring access into any of County's correctional or secure facilities shall first receive a security clearance prior to entry. Contractor shall be responsible for all and any costs associated with obtaining security clearance, including but not limited to background checks, fingerprinting, etc.
- 9.3** County will provide information forms for the Contractor to complete for all personnel who will be working in or will need access to a correctional or secure facility. Contractor shall submit the completed forms to the respective County department(s) at least fifteen (15) County working days prior to the commencement of work. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. No person shall be employed under this Agreement that has not received prior clearance from the County. The County is not required to give reason for denying clearance. County reserves the right to refuse entrance to anyone not in possession of a security clearance badge or to confiscate any security clearance badge issued at its discretion.
- 9.4** Cameras, photos, videos, recordings, or other types of related devices of any kind are NOT allowed on secure County properties such as correctional facilities.
- 9.5** Contractor's employees shall plan their service activities to minimize the number of times they are required to enter and exit a facility.
- 9.6** Contractor shall prohibit sexual contact between any inmates and Contractor personnel.

- 9.7** Contractor shall prohibit employees from receiving any names or addresses from inmates or wards.
- 9.8** Contractor shall prohibit employees from providing any names or address to inmates or wards.
- 9.9** Contractor shall prohibit employees from disclosing the identities of any inmates or wards to the public.
- 9.10** Contractor shall adhere to all other security requirements as listed in Exhibit E-1 – Access and Security Requirements for Detention Facilities and Exhibit E-2 – Contractor Conduct on Correctional Facilities, Government Code 8350.

10. ELECTRONIC TRANSACTION REQUIREMENTS

- 10.1** Electronic Transactions in Ariba Network and Catalogs
 - 10.1.1** Contractor shall conduct business with the County electronically using the County's SCC-Ariba Procure-to-Pay (P2P) system, which includes receiving County issued purchase orders, and submitting Contractor's invoices upon goods shipment and services rendered, for County to record receipt and acceptance, prior to payment processing.
 - 10.1.2** Contractor shall provide and maintain an Ariba-compatible catalog of all products and/or services covered within the Agreement.
- 10.2** Product and Price Update
 - 10.2.1** If applicable and when required by the County, Contractor shall provide file uploads of covered products containing item numbers, description and updated prices. County will provide, and Contractor shall comply with, the format for the required file. The frequency of the file uploads shall be as mutually agreed upon by both parties.
- 10.3** Product Ordering
 - 10.3.1** Orders will be placed according to Exhibit B – Products, Price, and Delivery Schedule.

11. RETURNS AND DOAs

- 11.1** If the County finds product(s) to be defective, the products shall be returned to the Contractor at no expense to the County.
- 11.2** If requested by County, Contractor shall provide a replacement with a delivery date that is mutually agreed upon between Contractor and ordering department.
- 11.3** Returns should be handled in a seamless manner offering a quick pick-up time and product replacement and/or credit issuance time. Contractor is required to manage returns on product ordered in error and credit 100% upon product being returned. Damaged items received by the County are to be credited 100% upon return.
- 11.4** Based on the Terms and Conditions, Contractor will allow the County to reject and return damaged, defective, unacceptable or incorrect products (e.g., wrong product shipped, etc.). Contractor shall issue the County a Return Authorization within seven (7) days of notification.
- 11.5** Contractor will not charge a re-stocking fee for damaged, defective, unacceptable, or incorrect products received.
- 11.6** Return freight shipping shall be the responsibility of the Contractor for damaged, defective, unacceptable, or incorrect products to be returned. Products to be returned by the County for any other reasons may incur shipping fees.

11.7 Contractor shall immediately notify the County, specifically the impacted agencies and departments of any product recalls.

12. BACKORDERS AND SUBSTITUTIONS

12.1 Contractor shall notify the County of any backorders, out of stock items or delayed deliveries.

12.2 Substitutions of any product without prior written approval from the County shall not be allowed.

12.3 Proposed alternate or substitute products must be submitted to the County via email with sufficient information to allow for the County to make a determination.

12.4 County shall be the sole judge on whether an alternate or substitute product meets or exceeds the County's requirements and the County's determination shall be final.

13. REPORTS

13.1 Report(s) shall be provided both electronically and in hardcopy format, as requested by the County.

13.2 Upon request, Contractor shall provide to County regular reports which provides the following detail about County purchases under the Agreement:

- Purchase order number
- Invoice number
- Contractor's part number and description of each item included in the Agreement
- Purchased quantity per item
- Product delivered by location
- Dates of purchases
- List price per item
- Discounted price per item
- Total value of purchases per item
- Total value of all purchases under the Agreement

13.3 Contractor shall process, discuss, and submit reports upon request, which shall include, but not be limited to:

- **Spend Reports** – Expenditures against the Agreement, including ability to provide total spend by the County, total spend by each County department, and total spend by date.
- **Usage Reports** – Includes but shall not be limited to the cumulative contract activity and any other analytical information as mutually agreed upon.
- Upon request and as mutually agreed upon by County and Contractor, Contractor shall provide additional reports on items that are not contained in the spend or usage reports.

13.4 Reports to be provided in Microsoft Application (Word, Excel, etc.) or PDF format and submitted electronically by email to requesting County staff.

14. INVOICES

Contractor shall reference the County issued Contract Release Purchase Order (CRPO) number and attach a copy of the work order (where applicable) to the County with the invoice clearly itemizing all items in accordance with the pricing and terms of the resulting Agreement.

EXHIBIT C-1

Professional Services Appendix

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

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

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on County need • Register cameras to County domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with County to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from County • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for County's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for County's in-house instructors who can support County's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

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

<p>System set up and configuration (Remote Support)</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on County need

<ul style="list-style-type: none"> • Troubleshoot IT issues with Axon Evidence and Axon Dock (“Dock”) access
<p>/Dock configuration</p> <ul style="list-style-type: none"> • Work with County to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using “Administrator” credentials from County • Does not include physical mounting of docks
<p>Axon instructor training (Train the Trainer) Training for County’s in-house instructors who can support County’s Axon camera and Axon Evidence training needs after Axon’s has fulfilled its contracted on-site obligations</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>

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

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on County 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
<p>Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to County 4–6 weeks before rollout</p>
<p>Best practice implementation planning session to include:</p> <ul style="list-style-type: none"> • 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 Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
<p>System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for County’s configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon Evidence Instructor training</p> <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support County’s subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at County • For the CEW Starter Package: Training for up to 1 individual at County

6. **Signal Sidearm Installation Service.** If County purchases Signal Sidearm Installation Service, Axon will provide one day of on-site Services and one professional services manager and will cover the installation of up to 100 Signal Sidearm devices per package purchased. County is responsible for providing an appropriate work area and ensuring all holsters that will have Signal Sidearm installed onto them are available on the agreed-upon installation date(s). Installation includes:

Removal of existing connection screws that affix a holster to a holster mount
Proper placement of the Signal Sidearm Mounting Plate between the holster and the mount
Reattachment of the holster to the mount using appropriate screws
Functional testing of Signal Sidearm device

7. **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.
8. **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 County travel time by Axon personnel to County premises as work hours.
9. **Access Computer Systems to Perform Services**. County authorizes Axon to access relevant County 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 County. County 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 County.
10. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by County or Axon), County must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, County must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to County when Axon generally releases it
11. **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to County. County will sign the Acceptance Form acknowledging completion. If County reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, County 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 County to have accepted the professional Services.
12. **County Network**. For work performed by Axon transiting or making use of County's network, County is solely responsible for maintenance and functionality of the network.

//

//

//

//

//

EXHIBIT C-2

Axon Auto-Tagging Appendix

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

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

EXHIBIT C-3

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

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

EXHIBIT C-4

Add-on Services Appendix

This Appendix applies if Axon Citizen for Communities, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If County purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to County. These subscription terms shall be coterminous with the Agreement term.
 - 1.1. If County purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to County, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Citizen Storage.** For Axon Citizen, County may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within County's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to County, Axon will need to store call for service data from County's CAD or RMS.

//

//

//

//

//

//

//

EXHIBIT C-5

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If County purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to County. If County purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to County. The subscription term shall be coterminous with the Agreement term.
 - 1.1. If County cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting County a set number of minutes, County may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. County will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge County additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to County by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting County an Unlimited Transcribe subscription to Axon Auto-Transcribe, County may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

//

//

//

//

EXHIBIT D
(Revised B-3 with Cyber)

**INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES CONTRACTS**

Insurance

Without limiting the Contractor's indemnification of the County, the Contractor shall provide and maintain at its own expense, during the term of this Agreement, or as may be further required herein, the following insurance coverages and provisions:

A. Evidence of Coverage

Prior to commencement of this Agreement, the Contractor shall provide a Certificate of Insurance certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate

This verification of coverage shall be sent to the requesting County department, unless otherwise directed. The Contractor shall not receive a Notice to Proceed with the work under the Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

B. Qualifying Insurers

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Insurance Manager.

C. Notice of Cancellation

All coverage as required herein shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Clara or their designated agent.

D. Insurance Required

1. Commercial General Liability Insurance - for bodily injury (including death) and property damage which provides limits as follows:
 - a. Each occurrence - \$1,000,000
 - b. General aggregate - \$2,000,000
 - c. Products/Completed Operations aggregate - \$10,000,000
 - d. Personal Injury - \$1,000,000

EXHIBIT D
(Revised B-3 with Cyber)

2. General liability coverage shall include:
- a. Premises and Operations
 - b. Personal Injury liability
 - c. Products/Completed
 - d. Severability of interest

3. General liability coverage shall include the following endorsement, a copy of which shall be provided to the County:

Additional Insured Endorsement, which shall read:

“County of Santa Clara, and members of the Board of Supervisors of the County of Santa Clara, and the officers, agents, and employees of the County of Santa Clara, individually and collectively, as additional insureds.”

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Clara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy. Public Entities may also be added to the additional insured endorsement as applicable, and the contractor shall be notified by the contracting department of these requirements.

4. Automobile Liability Insurance

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to owned, non-owned and hired vehicles.

- 4a. Aircraft/Watercraft Liability Insurance (Required if Contractor or any of its agents or subcontractors will operate aircraft or watercraft in the scope of the Agreement)

For bodily injury (including death) and property damage which provides total limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence applicable to all owned non-owned and hired aircraft/watercraft.

5. Workers' Compensation and Employer's Liability Insurance

- a. Statutory California Workers' Compensation coverage including broad form all-states coverage.
- b. Employer's Liability coverage for not less than one million dollars (\$1,000,000) per occurrence.

EXHIBIT D
(Revised B-3 with Cyber)

6. Professional Errors and Omissions Liability Insurance

- a. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per occurrence/aggregate.
- b. If coverage contains a deductible or self-retention, it shall not be greater than one million dollars (\$1,000,000) per occurrence/event.
- c. Coverage as required herein shall be maintained for a minimum of two years following termination or completion of this Agreement.

7. Cyber Liability

- a. Each occurrence - \$5,000,000
- b. General aggregate - \$5,000,000

8. Cyber liability coverage shall include at a minimum, but not limited to:

- a. Information Security and Privacy Liability
- b. Privacy Notification Costs

9. Claims Made Coverage

If coverage is written on a claims made basis, the Certificate of Insurance shall clearly state so. In addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the Contractor's start of work (including subsequent policies purchased as renewals or replacements).
- b. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

E. Special Provisions

The following provisions shall apply to this Agreement:

- 1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by the Contractor and any approval of said insurance by the County or its insurance consultant(s) are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to this Agreement, including but not limited to the provisions concerning indemnification.

EXHIBIT D
(Revised B-3 with Cyber)

2. The County acknowledges that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by the Contractor under this Agreement. Contractor's obligation hereunder may be satisfied in whole or in part by adequately funded self-insurance programs or self-insurance retentions.
3. Should any of the work under this Agreement be sublet, the Contractor shall require each of its subcontractors of any tier to carry the aforementioned coverages, or Contractor may insure subcontractors under its own policies.
4. The County reserves the right to withhold payments to the Contractor in the event of material noncompliance with the insurance requirements outlined above.

//

//

//

//

//

//

//

//

//

//

//

EXHIBIT E-1

ACCESS AND SECURITY REQUIREMENTS FOR DETENTION FACILITIES

GENERAL:

Contractor's Employee shall abide by and are subject to all policies that govern the control of tools and personnel working at County detention facilities. These Facilities are NO HOSTAGE areas.

1. Bringing Firearms, explosives, alcoholic beverages, narcotics, or a controlled substance, including marijuana, into a custody facility is a crime, and cause for arrest.
2. Persons under the influence of alcoholic beverages or drugs will not be allowed to enter any custody facility and may be subject to arrest.
3. Umbrellas, pocketknives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within any facility (other than job tools related to the function being undertaken).
4. Persons entering any custody facility shall not give anything to any inmate, nor will they take anything from any inmate without prior approval from a custody staff supervisor.
5. Department of Correction Facilities are no smoking areas. Workers are not to bring any tobacco products into any facility. No smoking is permitted within any building or within the perimeter fence boundaries.
6. Persons entering any custody facility shall not loan, exchange, borrow, do favors for, or enter into any business transactions with any inmate. Do not communicate with any inmate.
7. Contractors and their employees will proceed directly to their designated work areas. Those found loitering in any unauthorized area may be escorted from the facility and may have their security clearance revoked.
8. No Hostage Policy: For everyone's safety, we will not allow any inmate to escape in exchange for the release of a hostage. All means will be utilized to affect a safe release, except giving hostage takers weapons, additional hostages, or allowing them to escape.
9. Facility security is our first priority. Security concerns must take precedence over work completion efficiency if that security is threatened.
10. Custody staff is responsible for the security of the facility. If directed by a staff member to take any action (leave area, secure tools, wait, etc.) all workers shall comply immediately without argument, non-compliance may result in revocation of their security clearance.
11. Tools must be inventoried prior to entry and again at completion of each day. Bring in only the tools you require to accomplish the task. It is essential that planning includes anticipation of

needs to avoid unnecessary trip(s) in and out of the facility. Tools must be removed after each workday to a secured area.

12. Extreme care must be exercised to avoid leaving any materials in security areas that can be used as a weapon by inmates. Work areas must be cleaned after every work session to avoid contraband security breaches.

//

//

//

//

//

//

//

//

//

//

//

//

//

EXHIBIT E-2

CONTRACTOR CONDUCT ON CORRECTIONAL FACILITIES

The following are standards of conduct for contractor personnel whose work involves access to County correctional facilities. Violation of any of these provisions may result in removal of contractor personnel from the facility and denial of future access, as well as any criminal or civil penalties that apply. Additionally, violation of these provisions may result in contract termination.

1. All contractor personnel must conform to the dress code approved by the Sheriff's Office.
2. No one under the age of 18 years of age will be admitted into any security area of any facility without prior authorization from the Division Captain or the Assistant Division Commander.
3. Bringing firearms, explosives, alcoholic beverages, narcotics, or any controlled substance, including marijuana, into any custody facility is a crime, and cause for arrest.
4. Umbrellas, pocketknives, scissors, metal nail files, or other objects that could be used as weapons are not allowed within any security area.
5. Tape recorders and cameras are not allowed within any custody facility without prior approval from the Division Captain or the Assistant Division Commander.
6. Contractor personnel assigned to work within any custody facility shall not loan, exchange, borrow, do favors for, or enter into any business transaction with any inmate or prisoner.
7. Contractor personnel shall not bring anything into any custody facility to give to any inmate, nor will they take anything from any inmate without prior approval from a Custody Staff Supervisor. This prohibition does not apply to written religious or educational material.
8. Any person entering any custody facility may be subject to search.
9. Contractor personnel will proceed directly to their designated visiting or work area. Any individual found loitering in any unauthorized area may be escorted from the facility and may have his security clearance revoked.
10. Contractor personnel under the influence of alcohol or drugs will not be allowed to enter any custody facility and may be subject to arrest.
11. All custody facilities are "NO HOSTAGE" FACILITIES. All attempts will be made to ensure the safe release of anyone held hostage; however, no inmate will be allowed to escape in exchange for the release of any hostage.

12. Contractor personnel who possess a valid Sheriff's Security Clearance, must immediately report any subsequent arrests to the Sheriff's Security Clearance Coordinator.
13. Violation of any facility rule, regulation, or procedure or any disruption of facility routine may result in the contractor employee's removal from the facility, denial of future access, and termination of the contract.
14. The Sheriff's Office recognizes and adopts the Santa Clara County Sexual Harassment Policy. The County Sexual Harassment Policy is incorporated into the Sheriff's Custody Bureau Policy #1.35. Both policies apply to contractor personnel and are clear that sexual harassment and harassment of any kind will not be tolerated. Contractor personnel who violate the policy may be removed from the facility and denied future access. Additionally, the contract may be terminated.
15. The Sheriff's Office requires that employees treat inmates with respect, courtesy and firmness. The following are specifically prohibited:
 - a. Employees may not lay hands on an inmate except to defend themselves, to control or restrain the inmate, to prevent an escape, to prevent serious injury or damage to person or property, to quell a disturbance, to search an inmate, or to render medical aid. Only female officers may search female inmates, and female inmate's cells will be entered only in the presence of a female officer except in an emergency.
 - b. Employees may not touch an inmate's body for the purpose of sexual gratification.
 - c. Employees may not make a sexual advance, condition any benefit on agreeing to submit to sexual advances or punish inmates for refusing sexual advanced.
 - d. Employees may not use profane, demeaning, insulting or threatening language.

//

//

//

//

EXHIBIT E-3

ISO Security and Compliance Language

(1) For purposes of this section, the following definitions shall apply:

(A) "Breach" means unauthorized access to, or use of, County Data or information security networks or systems that compromises confidentiality, integrity, and/or availability of those systems or County Data.

(B) "Independent Penetration Testing," or "pen testing," means the County's practice, by using an independent third party of testing a computer system, network or web application to find security vulnerabilities that an attacker could exploit.

(C) "Risk Assessment" means the process by which the County's Information Security Office ("ISO") assesses (i) the Contractor's information security program, and related aspects, by identifying, analyzing, and understanding how the Contractor will store, process and transmit County Data; and (ii) the potential impact on the County of any security risks, weaknesses and threats related to safeguarding County assets and County Data. The Risk Assessment usually includes the ISO's evaluation of documentation provided by the Contractor.

(2) Contractor shall do all of the following:

(A) Maintain or improve upon its information security posture at the time of the County's initial Risk Assessment. Contractor shall provide written notice to ISO of any changes or deficiencies to its information security posture.

(B) Protect the confidentiality, integrity, and availability of the County Data and comply with any information security requirements provided to Contractor by the ISO for the entire term of the Agreement.

(C) Follow any updated security requirements for the remaining term of the Agreement if the County re-evaluates the Risk Assessment, conducts interviews with relevant security personnel, and/or requests completion of security questionnaires.

(D) Upon discovering any Breach that could impact the County, whether caused by Contractor, its officers, employees, contractors or agents or others, the Contractor shall notify the ISO at cybersecurityteam@iso.sccgov.org within three (3) business days. Contractor shall also comply with all of its other obligations in this Agreement relating to breaches and potential breaches.

Exhibit E-4
REMOTE ACCESS

1. Definitions

- (a) "Remote Access" is the act of accessing County Systems from a non-County network infrastructure.
- (b) "County Systems," for purposes of this Exhibit, include but are not limited to, all County-owned, leased or managed servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, databases, software, phone systems, any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices), and any other system that stores, processes, and/or transmits County-owned information/data. These items are typically under the direct control and management of the County. "County Systems" also include these items when they are under the control and management of a service provider for use by County, as well as any personally-owned device that an individual has express written permission to use for County purposes.
- (c) "County-owned information/data," for purposes of this Exhibit, is any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County unless constitutional provision, State or Federal statute or case law provide otherwise. County-owned information/data does not include a User's personal, non-County business information, communications, data, files and/or software transmitted by or stored on a personally-owned device if that information/data is not transported across a County network or does not reside in a County System or on a network or system under the control and management of a service provider for use by County.
- (d) "Contractor employees" includes Contractor's employees, agents, representatives, contractors or subcontractors performing services under this Agreement.

2. Scope of Access

- (a) County grants Remote Access privileges (through the method described in section 9) for Contractor to access the following County Systems (collectively referred to as "Designated Systems"), in accordance with the terms of this Agreement:

EVIDENCE.COM

- (b) All other forms of access to the Designated Systems, or to any County System that is not specifically named, is prohibited.
- (c) Remote Access is granted for the purpose of Contractor providing services and performing its obligations as set forth in this Agreement including, but not limited to, supporting Contractor-installed programs. Any access to the Designated Systems, County-owned information/data, or any other County System or asset that is not specifically authorized under the terms of this Agreement is prohibited and is a material

breach that may result in immediate termination of this Agreement for cause and any penalty allowed by law. Contractor may only access the Designated Systems

(d) County will review the scope of Contractor's Remote Access rights periodically.

3. Security Requirements

(a) Contractor will not install any Remote Access capabilities on any County System unless such installation and configuration is approved by the County Information Security Office and meets or exceeds NIST 800-53 standards, or an equivalent industry standard.

(b) Contractor will only remotely access Designated Systems, including access initiated from a County System, if the following conditions are met:

(i) Upon request by an authorized County representative, Contractor will submit documentation verifying its own network security mechanisms to County for County's review and approval. The County reserves the right to advanced written approval of Contractor's security mechanisms prior to Contractor being granted Remote Access.

(ii) The Remote Access method agreed upon pursuant to paragraph 9 must include the following minimum control mechanisms:

(aa) Two-Factor Authentication: An authentication method that requires two of the following three factors to confirm the identity of the user attempting Remote Access. Those factors include: 1) something you possess (e.g., security token and/or smart card); 2) something you know (e.g., a personal identification number (PIN)); or 3) something you are (e.g., fingerprints, retina scan). The only exceptions are County approved County-site-to-Contractor-site Virtual Private Network (VPN) infrastructure.

(bb) County personnel will control authorizations (permissions) to specific systems or networks.

(cc) All Contractor systems used to remotely access County Systems must have industry-standard anti-virus and other security measures that might be required by the County (e.g., software firewall) installed, configured, and activated.

4. Monitoring/Audit

County will monitor access to, and activities on, County Systems, including all Remote Access attempts. Data on all activities will be logged on a County System and will include the date, time, and user identification.

5. Copying, Deleting or Modifying Data

Contractor is prohibited from copying, modifying, or deleting any data contained in or on any County System unless otherwise stated in this Agreement or unless Contractor receives prior written approval from County. This does not include data installed by the Contractor to fulfill its obligations as set forth in this Agreement.

6. Connections to Non-County Networks and/or Systems

Contractor agrees to make every effort to protect data contained on County Systems within Contractor's control from unauthorized access. Prior written approval is required before Contractor may access County Systems from a non-designated system. Such access will use information security protocols that meet or exceed NIST 800-53 standards, or an equivalent

industry standard. Remote Access must include the control mechanisms noted in Paragraph 3(b)(ii) above.

7. Remote Access Contacts

The following persons are points of contact for purposes of this Exhibit:

Contractor: support@axon.com

County: cybersecurityteam@iso.sccgov.org

Either party may change the aforementioned names by providing the other party with no less than three (3) business days prior written notice.

8. Additional Requirements

Contractor agrees to the following:

- (a) Only Contractor employees providing services or fulfilling Contractor obligations under this Agreement will be given Remote Access rights.
- (b) Any access to Designated Systems, other County Systems and/or County-owned information/data that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of the Agreement for cause and any other penalty allowed by law.
- (c) An encryption method that meets or exceeds Federal Information Processing Standard (FIPS) Publication 140-2 will be used.
- (d) Contractor shall protect the integrity of County Systems and County-owned information/data while remotely accessing County resources, and shall report any suspected security incident or concern to the County Service Desk within 24 hours: (408) 970-2222 or support@tss.sccgov.org.
- (e) Contractor shall ensure compliance with the terms of this Exhibit and the Exhibit on County Information Technology User Responsibility Statement for Third Parties by all Contractor employees performing services under this Agreement.
- (f) Contractor employees have no right, or expectation, of privacy when remotely accessing County Systems or County-owned information/data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.
- (g) Contractor employees that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Contractor employees shall report loss or theft of such devices to the County Service Desk within 24 hours: (408) 970-2222 or support@tss.sccgov.org.

9. Remote Access Methods

- (a) All forms of Remote Access will be made in accordance with mutually agreed upon industry standard protocols and procedures, which must be approved in writing by the County. The remote access solution must conform to County policy and security requirements.

(b) Remote Access Back-Up Method may be used in the event that the primary method of Remote Access is inoperable.

(c) Contractor agrees to abide by the following provisions related to the Primary and (if applicable) Backup Remote Access Methods selected below. (Please mark appropriate box for each applicable Remote Access Method; if a method is not applicable, please check the button marked N/A).

(i) **VPN Site-to-Site** **Primary** **Backup** **N/A**

The VPN Site-to-Site method involves a VPN concentrator at both the Contractor site and at the County, with a secure “tunnel” opened between the two concentrators. If using the VPN Site-to-Site Method, Contractor support staff will have access to the Designated Systems from selected network-attached devices at the Contractor site.

(ii) **VPN Client Access** **Primary** **Backup** **N/A**

In the VPN Client Access method, a VPN Client (software) is installed on one or more specific devices at the Contractor site, with Remote Access to the County (via a County VPN concentrator) granted from those specific devices only.

An Authentication Token (a physical device or software token that an authorized remote access user is given for user authentication purposes, such as a CryptoCard, RSA token, SecureAuth IdP, Arcot software token, or other such one-time-password mechanism approved by the County Information Security Office) will be issued to the Contractor in order to authenticate Contractor staff when accessing County Designated Systems via this method. The Contractor agrees to the following when issued an Authentication Token:

- a. Because the Authentication Token allows access to privileged or confidential information residing on the County’s Designated Systems, the Contractor agrees to treat the Authentication Token as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. A hardware Authentication Token is a County-owned physical device, and will be labeled as such. The label must remain attached at all times.
- c. The Authentication Token is issued to an individual employee of the Contractor and may only be used by the designated individual.
- d. The Authentication Token must be kept in the possession of the individual Contractor employee it was issued to or in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- e. If the Contractor’s remote access equipment is moved to a non-secured site, such as a repair location, the Authentication Token will be kept under Contractor control.
- f. If the Authentication Token is misplaced, stolen, or damaged, the Contractor will notify the County TechLink Center by phone within 24 hours.
- g. Contractor agrees to use the Authentication Token as part of its normal business operations and for legitimate business purposes only.
- h. The Authentication Token will be issued to Contractor following execution of this Agreement. Hardware Authentication Tokens will be returned to the County’s Tech

Link Center within five (5) business days following contract termination, or upon written request of the County for any reason.

- i. Contractor will notify the County's the County TechLink Center within one working day of any change in personnel affecting use and possession of the Authentication Token. The County Service Desk contact information is (408) 970-2222 or support@tss.sccgov.org. Contractor will obtain the Authentication Token from any employee who no longer has a legitimate need to possess the Authentication Token. The County will recoup the cost of any lost or non-returned hardware Authentication.
- j. Contractor will not store account or password documentation or PINs with Authentication Tokens.
- k. Contractor will ensure all Contractor employees that are issued an Authentication Token will be made aware of and provided with a written copy of the requirements set forth in this Exhibit.

(iii) County-Controlled VPN Client Access Primary Backup N/A

This form of Remote Access is similar to VPN Client access, except that the County will maintain control of the Authentication Token and a PIN number will be provided to the Contractor for use as identification for Remote Access purposes. When the Contractor needs to access County Designated Systems, the Contractor must first notify the County's Remote Access Contact.

The County's TechLink Center will verify the PIN number provided by the Contractor. After verification of the PIN the County's designee will give the Contractor a one-time password which will be used to authenticate Contractor when accessing the County's Designated Systems. Contractor agrees to the following:

- a. Because the PIN number allows access to privileged or confidential information residing on the County's Designated Systems, the Contractor agrees to treat the PIN number as it would a signature authorizing a financial commitment on the part of the Contractor.
- b. The PIN number is confidential, County-owned, and will be identified as such.
- c. The PIN number must be kept in a secured environment under the direct control of the Contractor, such as a locked office where public or other unauthorized access is not allowed.
- d. If the Contractor's remote access equipment is moved to a non-secured site, such as a repair location, the PIN number will be kept under Contractor control.
- e. The PIN number can only be released to an authorized employee of the Contractor and may only be used by the designated individual.
- f. If the PIN number is compromised or misused, the Contractor will notify the County's designee within one (1) business day.
- g. Contractor will use the PIN number as part its normal business operations and for legitimate business purposes only. Any access to Designated Systems, other County Systems, and/or County-owned information/data that is not specifically authorized under the terms of this Agreement is prohibited and is a material breach that may result in immediate termination of the Agreement for cause and any other penalty allowed by law.

- h. The PIN number will be issued to Contractor following execution of this Agreement.
- i. The PIN number will be inactivated by the County's designee within five (5) business days following contract termination, or as required by the County for any reason.

(iv) County-Controlled Enexity Access Primary Backup N/A

The County-Controlled Enexity Access method involves using Securelink's Enexity tool installed in the County. County will establish a gateway where Contractor can access the Designated Systems from selected network-attached devices at the County site. County will control the access list for Contractors with access through Enexity gateways.

Signatures of Contractor Employees receiving Authentication Tokens (**Only for VPN Client Access and if tokens issued by County**):

SIGNATURE: _____
[TYPE NAME AND TITLE HERE.]
Date: _____

SIGNATURE: _____
[TYPE NAME AND TITLE HERE.]
Date: _____

SIGNATURE: _____
[TYPE NAME AND TITLE HERE.]
Date: _____

SIGNATURE: _____
[TYPE NAME AND TITLE HERE.]
Date: _____

EXHIBIT E-5

COUNTY INFORMATION TECHNOLOGY USER RESPONSIBILITY STATEMENT FOR THIRD PARTIES

1. DEFINITIONS

- (a) *“County Confidential Information”* is all material non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by County to Contractor or any of its affiliates or representatives
- (b) *“County Systems”* include but are not limited to, all County-owned, leased or managed servers, mainframe computers, desktop computers, laptop computers, handheld devices (including smart phones, wireless PDAs and Pocket PCs), equipment, networks, application systems, databases, software, phone systems, any device with network capabilities (e.g., a workstation with an attached modem, routers, switches, laptop computers, handheld devices), and any other system that stores, processes, and/or transmits County-owned information/data, as defined in this Exhibit. These items are typically under the direct control and management of the County. For purposes of clarity, Contractor systems are not considered County Systems.
- (c) *“County-owned information/data,”* for purposes of this Exhibit is any non-public information or data for which County would be considered the controller or similar designation under applicable law that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a service provider for use by County. This information/data is the exclusive property of County unless constitutional provision, State or Federal statute or case law provide otherwise. County-owned information/data does not include a User’s personal, non-County business information, communications, data, files and/or software transmitted by or stored on a Contractor or personally-owned device if County would not be considered the controller or similar designation under applicable law or that information/data is not transported across a County network or does not reside in a County System or on a network or system under the control and management of a service provider for use by County.
- (d) *“Mobile Device”* is any portable computing device that fits one of the following categories: laptops, smartphones, or tablets. *“Mobile Device”* does not include devices that are used exclusively for the purpose of making telephone calls.
- (e) *“Users”* include all employees, agents and/or representatives of Contractor performing services under this Agreement.

2. GENERAL REQUIREMENTS

- (a) Contractor will provide Users with a written copy of this Exhibit and will ensure that Users know, understand and comply with the requirements of this Exhibit. Users

allowed access to County resources shall sign the Acknowledgement and Receipt. In all cases, such access shall be subject to approval by an authorized County representative.

- (b) Users are personally responsible for knowing and understanding these requirements, and are personally responsible for any actions they take that do not comply with County policies and standards. If a User is unclear as to requirements, User shall ask County for guidance.
- (c) If a User is issued an account for a County System, User shall comply with the following County standards for password definition, use, and management:
 - (i) Minimum password length is 12 characters unless a particular County System has a different requirement or is not technically feasible.
 - (ii) The password must be high complexity (contains one of each, upper, lower, number, symbol).
 - (iii) The password must be rotated every 90 days.
 - (iv) User must not reuse the last 10 passwords.
 - (v) Access to County System is denied after 5 failed logon attempts.
- (d) Only authorized County staff may attach any form of computer equipment to a County network or system. This includes, but is not limited to, attachment of such devices as mobile devices, peripherals (e.g., external hard drives, printers), and USB storage media. It excludes County wireless networks provided specifically for the use of guests or visitors to County facilities.
- (e) User shall not use USB storage media on any County System. All such devices shall be County-owned, formally issued to User by County, and used only for legitimate County purposes.
- (f) User shall not connect County-owned computing equipment, including USB storage media, to non-County systems or networks, unless County gives its express written permission except to fulfill the provisions of this Agreement. This formal approval process ensures that the non-County system or network in question has been evaluated for compliance with County security standards. An example of a permitted connection to a non-County system or network would be approved connection of a County issued laptop to a home network.
- (g) User shall not install, configure, or use any device intended to provide connectivity to a non-County network or system (such as the Internet), on any County System, without County's express written permission. If authorized to install, configure or use such a device, User shall comply with all applicable County standards designed to ensure the privacy and protection of data, and the safety and security of County Systems. Any allowed installation shall not be activated until it is reviewed and approved in writing by an authorized County representative.

- (h) The unauthorized implementation or configuration of encryption, special passwords, biometric technologies, or any other methods to prevent access to County resources by those individuals who would otherwise be legitimately authorized to do so is prohibited.
- (i) Users shall not attempt to elevate or enhance their assigned level of privileges unless County gives its express written permission. Users who have been granted enhanced privileges due to their specific roles, such as system or network administrators, shall not abuse these privileges and shall use such privileges only in the performance of appropriate, services performed under this Agreement.
- (j) Users shall use County-approved authentication mechanisms when accessing County networks and systems, and shall not deactivate, disable, disrupt, or bypass (or *attempt* to deactivate, disable, disrupt, or bypass) any security measure or security configuration implemented by County.
- (k) Users shall not circumvent, or attempt to circumvent, legal guidelines on software use and licensing. If a User is unclear as to whether a software program may be legitimately copied or installed, it is the responsibility of the User to check with County.
- (l) All software on County Systems shall be installed by authorized County support staff except as provided in this Agreement. Users may not download or install software on any County system unless express written permission has been obtained from County such as in this Agreement.
- (m) Users shall promptly report to the County TechLink Center the loss or theft of County-owned computer equipment, or of personally-owned computer equipment that has been approved for use in conducting County business or performing services under a Supplemental Agreement. The County Service Desk contact information is (408) 970-2222 or support@tss.sccgov.org.
- (n) Users must be aware of security issues and shall promptly report incidents to the County Information Security Office involving breaches of the security of County Systems or breaches of County-owned information/data, such as the installation of an unauthorized device, or a suspected software virus or other occurrences of malicious software or content. The Information Security Office's contact information is cybersecurityteam@iso.sccgov.org.
- (o) Users shall respect the sensitivity, privacy and confidentiality aspects of all County-owned information. In particular:
 - (i) Users shall not access, or attempt to access, County Systems or County-owned information/data unless specifically authorized to do so by the terms of this Agreement.
 - (ii) If User is assigned a County account, User shall not allow unauthorized individuals to use their account; this includes the sharing of account passwords.

- (iii) Users shall not without County's written permission, use or disclose County-owned information/data other than in the performance of its obligations under this Agreement.
 - (iv) Users shall take every precaution to ensure that all confidential or restricted information is protected from disclosure to unauthorized individuals.
 - (v) Users shall not make or store paper or electronic copies of information unless required to provide services under this Agreement.
 - (vi) Users shall comply with all confidentiality requirements in Contractor's Agreement with the County. Users shall not use or disclose County Confidential Information other than in the performance of its obligations for County. All County Confidential Information shall remain the property of the County. User shall not acquire any ownership interest in County Confidential Information.
- (p) Users shall do all of the following:
- (i) Users shall not change or delete County-owned information/data unless performing such changes is required to perform services under this Agreement.
 - (ii) Users shall avoid actions that might introduce malicious software, such as viruses or worms, onto any County system or network.
 - (iii) Upon termination or expiration of this Agreement, Users shall not retain, give away, or remove any County-owned information/data or document from any County System or County premises. Users shall return to County all County-owned assets, including hardware and data.
- (q) Electronic information transported across any County network, or residing in any County System, is potentially subject to access by County technical support staff, other County personnel, and the general public. Users should not presume any level of privacy for data transmitted over a County network or stored on a County System.
- (r) Users must protect, respect and not infringe upon all intellectual property rights, including but not limited to rights associated with patents, copyrights, trademarks, trade secrets, proprietary information, County Confidential Information, and confidential information belonging to any other third party.
- (s) All information resources on any County System are the property of County and are therefore subject to County policies regarding acceptable use. No User may use any County System or County-owned information/data for the following purposes:
- (i) Personal profit, including commercial solicitation or conducting or pursuing their own business interests or those of another organization that are not related to the User conducting County business. This prohibition does not apply to User's performance of contractual obligations for the County.

- (ii) Unlawful or illegal activities, including downloading licensed material without authorization, or downloading copyrighted material from the Internet without the publisher's permission.
- (iii) To access, create, transmit, print, download or solicit material that is, or may be construed to be, harassing or demeaning toward any individual or group for any reason, including but not limited to on the basis of sex, age, race, color, national origin, creed, disability, political beliefs, organizational affiliation, or sexual orientation, unless doing so is legally permissible and necessary in the course of conducting County business.
- (iv) To access, create, transmit, print, download or solicit sexually-oriented messages or images, or other potentially offensive materials such as, but not limited to, violence, unless doing so is legally permissible and necessary in the course of conducting County business.
- (v) Knowingly propagating or downloading viruses or other malicious software.
- (vi) Disseminating hoaxes, chain letters, or advertisements.

3. INTERNET AND EMAIL

- (a) Users shall not use County Systems for personal activities.
- (b) When conducting County business or performing services under this Agreement, Users shall not configure, access, use, or participate in any Internet-based communication or data exchange service unless express written permission has been given by County. Such services include, but are not limited to, file sharing (such as Dropbox, Box, Google OneDrive), Instant Messaging (such as AOL IM), email services (such as Hotmail and Gmail), peer-to-peer networking services (such as Kazaa), and social networking services (such as blogs, Instagram, Snapchat, MySpace, Facebook and Twitter). If a User has received express written permission to access such services, User shall comply with all relevant County policies, procedures, and guidelines.
- (c) Users assigned a County email account must comply with the County's Records Retention and Destruction Policy.
- (d) Users shall not use an internal County email account assigned to another individual to either send or receive email messages.
- (e) Users shall not configure a County email account so that it automatically forwards messages to an external Internet email system unless County gives its express written permission.

4. REMOTE ACCESS

- (a) Users are not permitted to implement, configure, or use any remote access mechanism unless the County has authorized the remote access mechanism.

- (b) County may monitor and/or record remote access sessions, and complete information on the session logged and archived. Users have no right, or expectation, of privacy when remotely accessing County Systems or County-owned information/data. County may use audit tools to create detailed records of all remote access attempts and remote access sessions, including User identifier, date, and time of each access attempt.
- (c) User shall configure all computer devices used to access County resources from a remote location according to NIST 800-53 standards, or an equivalent industry standard. These include approved, installed, active, and current: anti-virus software, software or hardware-based firewall, full hard drive encryption, and any other security software or security-related system configurations that are required and approved by County.
- (d) Users that have been provided with a County-owned device intended for remote access use, such as a laptop or other Mobile Device, shall ensure that the device is protected from damage, access by third parties, loss, or theft. Users shall promptly report loss or theft of such devices to the County Service Desk: (408) 970-2222 or support@tss.sccgov.org.
- (e) Users shall protect the integrity of County Systems and County-owned information/data while remotely accessing County resources, and shall promptly report any suspected security incident or concern to the County Information Security Office at cybersecurityteam@iso.sccgov.org.
- (f) Users shall comply with any additional remote access requirements in this Agreement such as an Exhibit L on Remote Access.

5. THIRD PARTY-OWNED DEVICES

- (a) This Section 5 applies if County permits Users to perform services under this Agreement with devices not owned by the County ("Third-party owned device"). Third-party owned devices include devices with email and/or data storage capability (such as laptops, iPhones, iPads, Android phones and tablets, BlackBerry and other "smart" devices).
- (b) The third party-owned device in question shall use existing, County-approved and County-owned access/authentication systems when accessing County Systems, except Contractor's devices which shall utilize Contractor-approved and owned access/authentication systems.
- (c) Contractor shall configure its devices as appropriate to meet security requirements identified herein.
- (d) Use of a third party-owned device shall comply with County policies and procedures for ensuring that software updates and patches are applied to the device according to a regular, periodic schedule on at least a monthly basis.
- (e) Users have no expectation of privacy with respect to any County-owned communications, information, or files on any third party-owned device. User agrees that,

upon request, Contractor on behalf of the County may immediately access any and all work-related or County-owned information/ data stored on these devices, in order to ensure compliance with County policies. Contractor will then provide assurance to County of such review and compliance with County policies.

- (f) Users shall adhere to all relevant County security policies and standards. This includes, but is not limited to, relevant policies regarding password construction and management, physical security of the device, device configuration including full storage encryption, and hard drive and/or storage sanitization prior to disposal.
- (g) In the event Contractor agrees to modify its operating system, hardware, or software, then Users shall not make modifications of any kind to operating system configurations implemented by County on the device for security purposes, or to any hardware or software installed on the device by County.
- (h) Users shall treat County Data, as defined in the Agreement, on the third-party owned device contains as County property. User shall not allow access to or use of any work-related or County-owned communications, information, or files by individuals who have not been authorized by County to access or use that data.
- (i) Users shall report promptly to the County Information Security Office cybersecurityteam@iso.sccgov.org, any incident of unauthorized access and/or disclosure of County resources, data, or networks that involve the third-party owned device, and shall report the loss or theft of the device immediately to the County Service Desk: (408) 970-2222 or support@tss.sccgov.org.

6. ACKNOWLEDGEMENT AND RECEIPT

This Acknowledgement hereby incorporates the URS.

By signing below, I acknowledge that I have read and understand all sections of this URS. I also acknowledge that violation of any of its provisions may result in disciplinary action, up to and including termination of my relationship with County and/or criminal prosecution.

Have you been granted Remote Access Yes No

I have read and understand the contents of the URS regarding Remote Access and the Exhibit on Remote Access. I understand that violation of these provisions may result in disciplinary action, up to and including termination of my relationship with the County and/or criminal prosecution. I received approval from County for remote access for legitimate County business, as evidenced by the signatures below.

User Signature:

Date Signed:

Print User Name:

EXHIBIT F

County of Santa Clara Holidays

New Year's Day

January 1 (or the Friday before if the 1st is on a Saturday,
or the Monday following if the 1st is on Sunday)

Martin Luther King Day

Third Monday of January

President's Day

Third Monday of February

Cesar Chavez Day

March 31 (or the Friday before if the 31st is on a Saturday,
or the Monday following if the 31st is on Sunday)

Memorial Day

Last Monday in May

Juneteenth

June 19 (or the Friday before if the 19th is on a Saturday,
or the Monday following if the 19th is on Sunday)

Independence Day

July 4 (or the Friday before if the 4th is on a Saturday,
or the Monday following if the 4th is on Sunday)

Labor Day

First Monday in September

Indigenous Peoples' Day

Second Monday of October

Veterans' Day

November 11 (or the Friday before if the 11th is on a Saturday,
or the Monday following if the 11th is on Sunday)

Thanksgiving Day

Fourth Thursday of November

Thanksgiving Friday

Friday after Thanksgiving Day

Christmas Day

December 25 (or the Friday before if the 25th is on a Saturday,
or the Monday following if the 25th is on Sunday)

//
//
//
//
//
//
//
//
//
//
//
//

EXHIBIT G

**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective September 27, 2022)**

Contractor Information:

Contractor name:

Axon Enterprises, Incorporated

Name of Contractor representative:

Robert Driscoll, VP, Associate General Counsel

Contractor phone number:

8009782737

Contractor email address:

Legal@axon.com

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor's personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 Vaccine Requirement for County Personnel ("County Vaccine Policy"), the County's memorandum regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>. Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.
2. As of the date signed below:
 - a. Contractor understands that it must confirm, and has confirmed, that all of contractor's personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² **or**

¹ As established in the County's Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County's vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in [health care facilities](#), as well as specified workers in [custodial settings](#), obtain a COVID-19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

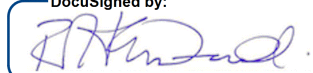
- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health's Vaccine Records Guidelines and Standards.
- 3. If contractor seeks to send any personnel who are not fully vaccinated to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such personnel to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such personnel arriving onsite so that the department has sufficient time to determine whether it will approve the contractor's requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.³ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
- 4. If any of contractor's personnel are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those personnel to go onsite at a County facility without express written permission from the County.
- 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor's compliance with this Certification.

I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Robert Driscoll, VP, Associate General Counsel, Assoc. General Counsel

Name of authorized representative of Contractor

Title

DocuSigned by:

55E0629EB297431...

11/23/2022

Signature

Date

³ If contractor sends personnel who are not fully vaccinated, it is contractor's obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.

EXHIBIT H-1

Service Level Agreement (SLA)

Part 1 – Axon Evidence Service Level Agreement

This Service Level Agreement (SLA) identifies the Axon Evidence Service Offerings and the expected level of services between Axon¹ (**Axon, us or we**) and users of Service Offerings (**Customer, you, or County**). Unless otherwise provided in this SLA, this SLA is subject to the terms of the purchase agreement, or other similar agreement, if any, between Axon and Customer. This SLA applies separately to each Customer using Service Offerings. By using Service Offerings, you agree that you understand this SLA and you accept and agree to be bound by the following terms and conditions. Axon reserves the right to update and change the terms of this SLA. When we post changes, we will revise the “last updated” date at the top of this page. If there are adverse material changes to this SLA, we will inform you by directly sending you a notification. We encourage you to periodically review the most current version of the Axon Cloud Services Maintenance Schedule by visiting: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.

Definitions

- **“Axon Cloud Services”** means Axon’s web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- **“Downtime”** means periods of time, measured in minutes, in which the Service Offering is Unavailable to you. “Downtime” does not include Scheduled Downtime and does not include Unavailability of the Service Offering due to limitations described under the section Exclusions.
- **“Incident”** means a disruption of Service Offerings during which the Customer experiences Downtime.
- **“Maximum Available Minutes”** means the total amount of accumulated minutes during a Service Month for the Service Offering.
- **“Monthly Uptime Percentage”** means (Maximum Available Minutes - Downtime) / Maximum Available Minutes * 100.
- **“Scheduled Downtime”** means periods of time, measured in minutes, in which the Service Offering is unavailable to Customer, which fall within scheduled routine maintenance or planned maintenance timeframes.
- **“Service Month”** means a calendar month at Coordinated Universal Time (UTC).

¹ “Axon” refers to the Axon entity that you are in a contractual agreement with for the provision of Axon Cloud Services, including but not limited to Axon Public Safety UK Limited, Axon Public Safety Germany SE, etc.

EXHIBIT H-1**Service Level Agreement (SLA)**

- **“Service Credits”** means credits received by users of Service Offerings in the event that the service level objectives are not achieved.
- **“Service Offerings”** means all Axon Evidence services provided by Axon pursuant to this SLA.
- **“Unavailable”** and **“Unavailability”** means a situation where the Service Offering does not allow for the upload of evidence files, viewing of evidence files or interactive login by an end-user.

Service Level Objective

Axon will use commercially reasonable efforts to make the Service Offerings available 99.99% of the time. Guaranteed service level & Service Credits:

Monthly Uptime Percentage	Service Credit in Days
Less than 99.9%	3
Less than 99.0%	7

Requesting Service Credits

In order for Axon to consider a claim for Service Credits, you must submit the claim to Axon Customer Support (<https://www.axon.com/contact>) including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

Service Maintenance

- Maintenance will take place according to the prevailing Axon Cloud Services Maintenance Schedule: <https://www.axon.com/products/axon-evidence/maintenance-schedule>.
- Maintenance periods may periodically result in the Service Offerings being Unavailable to you. Downtime falling within scheduled routine or planned maintenance is Scheduled Downtime and is not eligible for Service Credits.
- Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by Axon. Emergency maintenance falling outside scheduled routine or planned maintenance is eligible for Service Credits.
- Axon will make available updates as released by Axon to the Axon Cloud Services. The Customer is responsible for maintaining the computer equipment and internet connections necessary for use of Axon Cloud Services.

EXHIBIT H-1

Service Level Agreement (SLA)

- For the support of Android & iOS Applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event the Customer does not update their Android/iOS application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

Terms

Axon must receive the claim within one month of the end of the month in which the Incident that is the subject of the claim occurred. For example, if the Incident occurred on February 12th, we must receive the claim and all required information by March 31st.

We will evaluate all information reasonably available to us and make a good faith determination of whether a Service Credit is owed. We will use commercially reasonable efforts to process claims during the subsequent month and within forty-five days of receipt. You must be in compliance with all Axon agreements in order to be eligible for a Service Credit. If we determine that a Service Credit is owed to you, we will apply the Service Credit to the end of your Service Offering subscription term. Service Credits may not be exchanged for or converted to monetary amounts.

Exclusions

This SLA does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Axon Evidence performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attack or Customer internet access and related problems beyond the demarcation point of the Service Offerings (including Domain Name Server issues outside our direct control); (b) that result from any actions or inactions of you or a third party; (c) that result from your communication delays, including wrong, bad or missing data, improperly formatted, organized or transmitted data received from you, or any other data issues related to the communication or data received from or through you; (d) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (e) that result from any maintenance as provided for pursuant to this SLA; or (f) arising from our suspension and termination of your right to use the Service Offerings in accordance with the agreement for the provision of Axon Evidence between you and Axon.

Planned Maintenance

Axon may schedule and plan maintenance windows outside of the timeframes detailed in "Scheduled Routine Maintenance".

EXHIBIT H-1**Service Level Agreement (SLA)**

Scheduled Routine Maintenance: routine maintenance is scheduled on the fourth Tuesday of each month in Pacific Time (PT)*:

DEPLOYMENT	DAY OF WEEK (PT)	PACIFIC TIME (PT)*	COORDINATED UNIVERSAL TIME (UTC)
Australia**	Tuesday	02:00 - 05:00	10:00 - 12:00
Brazil	Tuesday	10:00 - 11:00	17:00 - 19:00
European Union	Tuesday	13:00 - 14:00	20:00 - 22:00
United Kingdom**	Tuesday	14:00 - 15:00	21:00 - 23:00
Canada	Tuesday	16:00 - 17:00	23:00 - 01:00***
United States - Federal Region	Tuesday	17:00 - 18:00	00:00 - 02:00****
United States	Tuesday	21:00 - 22:00	04:00 - 06:00****

* Pacific Time (PT) observes daylight savings. UTC time data is reflective of maintenance windows regardless of daylight savings observation. Refer to UTC to calculate local time of maintenance.

** Maintenance performed on UK and AU a week after the fourth Tuesday of each month

*** Time period includes time on Wednesday in UTC

**** Time period is on Wednesday in UTC

Emergency Maintenance

Patches and emergency releases are used to deliver ad-hoc application fixes and are typically seamless to customers. Whenever possible, patches and emergency releases are deployed during off-peak hours and without Downtime. Emergency releases are conducted on an as-needed basis and can occur any day of the week.

Axon Device Firmware Updates

Firmware updates and enhancements to Axon devices are pushed from Axon Cloud Services. Customer interaction is not required. Updates are retrieved, installed and validated during the normal device charging and data transfer process. Firmware updates are systemically rolled out to customers in waves.

EXHIBIT H-1

Service Level Agreement (SLA)

Notification of Maintenance

Notification of upcoming routine maintenance is not provided in advance unless there has been a change to the Scheduled Routine Maintenance. Approximately one (1) week prior to the routine maintenance, release notes are provided to Axon Evidence customer administrators.

If planned maintenance is required, Axon will communicate via email to Axon Evidence Customer administrators at least one (1) week in advance.

In the event of scheduled routine or planned maintenance that requires customer action (e.g. updating network settings), Axon will communicate via email at least sixty (60) days prior to the maintenance. Please Note: If emergency maintenance that requires customer action is necessary, Customers may be notified less than one (1) week in advance.

EXHIBIT H-1

Service Level Agreement (SLA)

Part 2 - Customer Support Response Statement

Axon has implemented Incident response policies and practices for Axon devices and Axon Cloud Services, which follow industry best practice standards. Axon reserves the right to change the terms of these response policies.

Definitions

- **“Business Day”** means Monday to Friday 08:00 – 17:30, excluding public holidays.
- **“BOD”** means the Board of Directors
- **“Incident”** means a fault related to an Axon product or Axon Cloud Services experienced by the Customer.
- **“Targeted Response Time”** means the target timeframe for Axon to respond to Customer and/or escalate the Incident within the *“Axon Customer Support Solution”*.
- **“Targeted Resolution Time”** means the target timeframe for the full resolution of the Incident. It excludes time delays caused by Customer or third parties outside of Axon’s reasonable control.
- **“Workaround”** means a method for overcoming an Incident allowing the Customer to operate the core function of Axon devices and/or Axon Cloud Services.

Axon Support Channels

Axon Resource Centre: <https://my.axon.com>

Telephone:

US & Canada: 800-978-2737

UK: +44 (0)1327 709 666

Email:

UK: uksupport@axon.com

Germany: support-dach@axon.com

Rest of EMEA: customerservice@axon.com or support@axon.com

EXHIBIT H-1**Service Level Agreement (SLA)****Incident Classifications and Response Times**

Incident Classification	Description	Targeted Response Time	Targeted Resolution Time	Customer Response Commitment
Severity 1	- Business critical function is down - Material impact to Customer's business - No Workaround exists	Less than 1 hour	Less than 24 hours	Customer shall remain accessible by phone for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
Severity 2	- Business critical function is impaired or degraded - There are time-sensitive issues that materially impact ongoing production - Workaround exists, but it is only temporary	1 Business Day	Less than 2 weeks	Customer shall remain accessible by phone or other electronic means for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
Severity 3	- Non-critical function down or impaired - Does not have significant current production impact - Performance is degraded	1 Business Day	Mutually agreed timeframe based on prioritization	

For Customers with 4 levels of Incident classification such as Critical, High, Medium and Low, Axon will recognize this and will consider the two highest categories as "Severity 1". For example: Critical and High would be classed as a "Severity 1" Incident and managed accordingly.

Severity Level Determination

Customer shall reasonably self-diagnose each Incident and recommend to Axon an appropriate severity level designation. Axon shall validate your severity level designation or notify you of a proposed change to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate severity level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management, during which time the parties shall continue to handle the Incident support in accordance with Axon's severity level designation. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

EXHIBIT H-1**Service Level Agreement (SLA)****Escalation**

Escalation Level	Description	Escalation	Targeted Response Time	Targeted Resolution Time
Tier 1	Basic technical or commercial issues - Non-time critical	None	Less than 6 hours	Less than 1 business day
Tier 2	Advanced technical or commercial issues - Non-time critical.	BoD / Country Manager	Less than 4 hours	Less than 1 business day
Tier 3	Technical or commercial issues - Time critical	Country Manager to Axon BoD/Support Team	Less than 2 hours	Less than 1 business day

Exclusions

This Customer Support Response Statement does not apply to any unavailability, suspension, or termination of the Service Offerings caused by all the exclusion events under Part 1 of this document, nor to services or hardware not within Axon's control. Hardware warranty will be dependent on Customer's specific agreement with Axon and levels covered. Please see Part 3 for "Return of Merchandise Authorization".

EXHIBIT H-1

Service Level Agreement (SLA)

Part 3 – Return of Merchandise Authorization (RMA)

The *Axon Evidence Device Return Service* provides Customers with the ability to manage return merchandise authorization (RMA) requests within Axon Evidence.com. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Hardware warranty will be dependent on Customer’s specific agreement with Axon and levels covered.

Targeted Replacement Time:

Axon aims to have replacement devices shipped to the Customer within 48 hours from receipt of the faulty device (excluding weekends or public holidays).

Exclusions

The Return of Merchandise Authorization does not apply to services or hardware not within Axon’s control. Axon’s customer support will provide detail on return times as soon as possible to the Customer’s point of contact.

//

//

//

//

//

EXHIBIT H-2

Axon Cloud Services Terms of Use Appendix

(A) Definitions.

- 1.1. **“County Content”** is data uploaded into, ingested by, or created in Axon Cloud Services within County’s tenant, including media or multimedia uploaded into Axon Cloud Services by County. County Content includes Evidence but excludes Non-Content Data.
- 1.2. **“Evidence”** is media or multimedia uploaded into Axon Evidence as 'evidence' by County. Evidence is a subset of County Content.
- 1.3. **“Non-Content Data”** is data, configuration, and usage information about County’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include County Content.
- 1.4. **“Personal Data”** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

(B) **Access.** Upon Axon granting County a subscription to Axon Cloud Services, County may access and use Axon Cloud Services to store and manage County Content. County may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator.

(C) **County Owns County Content.** County controls and owns all right, title, and interest in County Content. Except as outlined herein, Axon obtains no interest in County Content, and County Content is not Axon’s business records. County is solely responsible for uploading, sharing, managing, and deleting County Content. Axon will only have access to County Content for the limited purposes set forth herein. County agrees to allow Axon access to County Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) perform its contractual obligations pursuant to this Agreement.

(D) **Security.** Axon will implement commercially reasonable and appropriate measures to secure County Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and County 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.

(E) **County Responsibilities.** County is responsible for (a) ensuring County owns County Content; (b) ensuring no County Content or County end user’s use of County Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If County becomes aware of any violation of this Agreement by an end user, County will immediately terminate that end user’s access to Axon Cloud Services.

- 1.5. County will also maintain the security of end usernames and passwords and security and access by end users to County Content. County is responsible for ensuring the

configuration and utilization of Axon Cloud Services meet applicable County regulation and standards. County may not sell, transfer, or sublicense access to any other entity or person. County shall contact Axon immediately if an unauthorized party may be using County's account or County Content, or if account information is lost or stolen.

1.6. To the extent County uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.

- (F) **Privacy.** Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. 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.
- (G) **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. County administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If County chooses to use this service, Axon must also enable the usage of the feature for County's Axon Cloud Services tenant. County will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for County's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and County, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
- (H) **Storage.** For Axon Unlimited Device Storage subscriptions, County may store unlimited data in County's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge County additional fees for exceeding purchased storage amounts. Axon may place County Content that County has not viewed or accessed for 6 months into archival storage. County Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or County is prohibited from storing data for other law enforcement agencies; and (iii) County may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any County Content created by Axon Devices or Evidence.com.
- (I) **Location of Storage.** Axon may transfer County Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of County Content. For United States agencies, Axon will ensure all County Content stored in Axon Cloud Services remains within the United States. Ownership of County Content remains with County.
- (J) **Suspension.** Axon may temporarily suspend County's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if County or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. County remains responsible for all fees incurred through

suspension. Axon will not delete County Content because of suspension, except as specified in this Agreement.

(K) **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before County uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement attached as ____.

(L) **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time County purchases an OSP 7 bundle. During County's Axon Records Subscription Term, if any, County will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

1.1. The Axon Records Subscription Term is coterminous with the Agreement term.

1.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

1.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If County purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to County.

1.4. Users of Axon Records at the County may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the County exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

(M) **Axon Cloud Services Restrictions**. County and County end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

1.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

1.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

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

1.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

1.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

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

1.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

(N) **After Termination or Expiration**. Axon will not delete County Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve County Content. County will not incur additional fees if County downloads County Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide County Content after these 90-days and will thereafter, unless legally prohibited, delete all County Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all County Content from Axon Cloud Services.

(O) **Post-Termination or Expiration Assistance**. Axon will provide County with the same post-termination or expiration data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring County Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Survival. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

//

//

//

//

//

//

//

//

EXHIBIT H-3

Technology Assurance Plan Appendix

If Technology Assurance Plan (“**TAP**”) or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **TAP BWC Upgrade**. If County has no outstanding payment obligations and purchased TAP, Axon will provide County a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote. If County purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon’s option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
3. **TAP Dock Upgrade**. If County has no outstanding payment obligations and purchased TAP, Axon will provide County a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If County originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon’s option. If County originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon’s option.
4. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from County unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from County.
5. **Upgrade Change**. If County wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, County must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model County desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, County must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If County does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by County.
7. **Termination**. If County’s payment for TAP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or. Once TAP terminates for any reason:
 - 7.1. TAP coverage terminate as of the date of termination and no refunds will be given.
 - 7.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 7.3. County must make any missed payments due to the termination before County may purchase any future TAP.

EXHIBIT H-4

Axon Virtual Reality Content Terms of Use Appendix

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

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

//

//

//