

AXON Body Camera Implementation

September 21, 2015

TASER International

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1. Project Summary

This Statement of Work outlines the responsibilities of TASER and the San Antonio Police Department (SAPD) and the City's Information Technology Service Department (ITSD) for implementing the rollout of AXON Body-Worn Cameras and EVIDENCE.com within SAPD's organization.

1.1 Project Scope.

The AXON Camera and Evidence.com deployment may be completed in two phases over two fiscal years, October 2015 – October 2017. TASER will provide the following deliverables to deploy TASER Services and Products within the timeline agreed to by SAPD, ITSD, and Taser:

- Bandwidth assessment
- EVIDENCE.com account set up
- Implementation document packet
- AXON Mobile app installation
- Roles/Permissions set-up assistance
- Delivery of AXON hardware
- EVIDENCE Dock configuration assistance
- Assistance with set up of EVIDENCE.com user accounts
- Training
- Integration with SAPD's CAD/RMS System
- Current TASER configuration manuals and best practices documentation
- Plan for returning all data and metadata to SAPD upon contract termination

1.2 Out of Scope Services.

TASER is responsible to perform only the Services described above in Section 1.1. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope. This project scope does not include the administration, management, or support of any internal ITSD network or infrastructure.

2. Project Management.

TASER will assign a Project Manager that will provide the expertise to execute a successful body camera deployment and implementation. The Project Manager will have significant knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with SAPD and ITSD's Project Manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and on budget.

2.1 Project Management Reporting, Documentation and Communication Strategy.

Appendix 1, 2 and 3 of this SOW include a comprehensive project plan outlining the tasks, responsibilities and schedule for the three phases of SAPD's body camera deployment.

After obtaining agreement from SAPD and ITSD on the project plan and rollout schedule, TASER's Project manager will ensure all team members from TASER, SAPD, and ITSD are continually updated on the status of the body camera program through:

- Development of a communication plan for implementation
- Weekly status meetings via conference call/webinar

- Project briefings to SAPD and ITSD's Management team as requested
- Monthly written status reporting

3. Professional Services.

TASER's professional services team consists of Customer Support Specialists, Sales Engineers, Trainers and Project Managers to help with all phases of SAPD's deployment.

3.1. Pre-Deployment Assistance.

Prior to the go-live date for each phase of the deployment, TASER's Professional Services team will perform the following tasks:

- **Implementation document packet:** TASER will provide EVIDENCE.com administrator guides, camera implementation guides, network setup guides, and sample policies.
- **Bandwidth assessment:** If requested, TASER will estimate bandwidth needs based on officer shift schedules and anticipated camera usage. Please note- this assessment is completed prior to the initial launch of project but not for subsequent phases.
- **EVIDENCE.com account set up:** TASER will send an EVIDENCE.com invite email to SAPD's designated administrator. The administrator must accept the Invitation to initiate access to EVIDENCE.com. This task is completed prior to the initial launch of project but not for subsequent phases.
- **AXON Mobile app:** TASER will pre-download the AXON Mobile app on devices purchased through TASER. If using the app on personal or department-assigned devices, installation of the free app will be supported during training through the Apple/Android App stores.
- **Roles/Permissions set-up assistance:** TASER will provide all necessary assistance to support SAPD's configuration of categories, custom roles and permissions within the EVIDENCE.com Admin tab.
- **Delivery of AXON hardware:** TASER will send all equipment per contract requirements via FedEx and provide tracking information to SAPD.

3.2. Training.

TASER will provide 8 weeks of training at the direction of SAPD throughout the phased deployment. The training sessions offered throughout the deployment include:

End-user go-live training and support: This training provides individual device set up and configuration assistance, pairing with viewers when applicable, and training on device use, EVIDENCE.com and EVIDENCE Sync. The training also includes policy overview by the agency leadership team. (average training time: 3 hours).

Administrator training: This training provides a deep dive into EVIDENCE.com for staff members that will be using EVIDENCE.com but not wearing a camera. It covers topics such as building cases, searching users and sharing data within and outside of the Agency. The training will be customized to the needs of SAPD (average training time: 2 hours).

AXON Instructor training: This training provides instruction to SAPD in-house trainers, with the goal of

certifying instructors who can support SAPD's subsequent AXON camera and EVIDENCE.com training needs (average training time: 4 hours).

3.3. Support and Maintenance.

TASER has a full Customer Support division. Customer Service is available 24/7 via email and live phone support Monday-Friday, 7:00AM – 5:00PM MST. For technical or Customer Service assistance, SAPD can contact 800-978-2737 or customerservice@taser.com. TASER also has a dedicated line available for emergencies, with a live Support Specialist available 24/7.

In addition to TASER's Customer Service team, an experienced Support Manager will be assigned to SAPD. He/she will cover post-production needs related to maintenance and technical support on all hardware and software.

3.4. CAD/RMS integration.

The CAD/RMS integration will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the SAPD's CAD/RMS. SAPD may use the integration module to automatically tag the AXON recorded videos with data already maintained in the Agency's CAD/RMS, including, but not limited to, a case ID, category, and location. The integration module will allow SAPD to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's CAD/RMS.

Projected completion of the integration is **November 15, 2015**. After completion and acceptance by SAPD, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as SAPD maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because SAPD changes its RMS. Thereafter, any additional support services provided to SAPD will be charged at TASER's then current standard professional services rate.

3.5. Open APIs.

TASER's development team is currently deploying several open APIs that will allow SAPD to perform a broad scope of analysis and integrations on the data within EVIDENCE.com, including:

- Integration of third party products, such as case management systems and HR systems
- Crime analytics through reference of body-worn camera events
- Automatic retrieval of raw data and meta-data All APIs are expected to be completed by January 2016.

Once implemented, EVIDENCE.com's APIs will allow SAPD's Information Technology team to develop in-house integrations with existing DIMS and DEMS solutions (e.g. Veripic) free of dependency of EVIDENCE.com's development team. Integration of 3rd party systems into EVIDENCE.com beyond the freely available functionalities of EVIDENCE.com APIs will result in additional services and fees.

3.6 Acceptance Checklist.

TASER will present SAPD and ITSD with an Acceptance Checklist (Checklist) upon TASER's completion of the Services and Integrations. SAPD and ITSD will sign the Checklist acknowledging completion of the Services and Integrations once the on-site service session has been completed.

If SAPD and/or ITSD believes that TASER did not complete the Services and Integrations in substantial conformance with this SOW, SAPD and/or ITSD will notify TASER in writing of its specific

reasons for rejection of the Services within 14 calendar days from delivery of the Checklist to SAPD and ITSD. TASER will address SAPD and ITSD's issues and then will re-present the Checklist for approval and signature.

3.7 Key Assumptions.

The Services, fees, and delivery schedule for this project are based on the following assumptions:

- a. Agency's relevant systems are available for assessment purposes prior to TASER's arrival at the Installation Site.
- b. All work will be performed by TASER's personnel during normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed to in advance.
- c. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by TASER and SAPD and ITSD.
- d. SAPD and ITSD representatives will be available to provide timely and accurate information.

3.8 Return of City's Data.

3.8.1 During the Term. Authorized SAPD personnel will have access to the Evidence.com Services to retrieve and manually download SAPD's Content at any time during the Term.

3.8.2 After-Termination Access.

TASER will not delete any Content belonging to SAPD as a result of a termination during the 365 days following termination. During this 365-day period authorized SAPD personnel will have access to Content belonging to SAPD. You will not incur any additional fees if you download your Content from the Evidence.com Services during this 365-day period. Upon 30 days prior written notice, the City of San Antonio will be granted extensions to the 365-day period in 90-day increments to retrieve SAPD content and associated metadata without incurring any additional fees.

TASER has no obligation to maintain or provide any SAPD Content after the 365-day period unless notified of an extension request and will thereafter, charge \$0.90/GB per year for any data not deleted after the 365-day period following termination of the contract. Upon request, TASER will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

3.8.3 After-Termination Data Return.

TASER will provide the City of San Antonio with post-termination video and metadata retrieval assistance in a method agreed to by TASER and the City. TASER will ensure that the Federal and State of Texas laws and regulations of maintaining chain of custody are followed and intact when transferring any of the City's data. The City requires the logical reconstitution of the video and associated metadata on City premises using City provided storage. Metadata will include:

- a. Crosswalk association between video and all metadata elements
- b. All officer entered fields
- c. All CAD/RMS auto-tag fields
- d. All administrative and audit logs

TASER, with assistance from the City, will deliver all of SAPD's content in its entirety with all associated

metadata in a non-proprietary format agreed upon by SAPD/ITSD within a mutually agreed up period of time based upon contract termination. The City of San Antonio will pay TASER reasonable professional services fees should the City require a different download design than already outlined in this SOW or contract (API). TASER will not charge any fees for their assistance in retrieving video and metadata or maintaining the equipment or bandwidth necessary for the City of San Antonio to complete the video and metadata downloads. TASER will work with the City to demonstrate its ability to meet this provision during the first year of the initial 5-year term.

4. SAPD Responsibilities. In order to fulfill the deliverables listed in this SOW, SAPD is responsible for contributing to project status reports, reporting project issues, and providing internal resources to assist with hardware and software set-up and configuration.

4.1 SAPD Tasks. To ensure a successful deployment, SAPD will be responsible for completing the following pre-deployment configuration tasks:

- **Set up EVIDENCE.com user accounts:** Within the EVIDENCE.com Admin tab, SAPD will upload users to EVIDENCE.com and invite users via email to sign into their individual accounts: <http://public.evidence.com/help/pdfs/latest/EVIDENCE.com+Administrator+Reference+Guide.pdf>, pg. 18.
- **Create video policy:** Before camera deployment, SAPD will define the agency video management policies and create categories and evidence retention levels for videos. SAPD will also establish a method for officers to add metadata to videos (e.g. AXON Mobile, CAD integration, EVIDENCE.com).
- **EVIDENCE Dock installation and configuration:** Determine ideal location of Dock setup, install docks, and set configurations on Docks (see manual for specific instructions: https://www.taser.com/images/support/downloads/downloads/EVIDENCE_com_Dock_Installation_Guide.pdf). TASER can assist with dock configuration if requested.
- **Download Evidence Sync:** Install EVIDENCE Sync software on computers in the Report Writing Room(s) and on MDTs (<https://TASER.taser.com/info/sync-registration>). TASER will also provide an enterprise-deployable version of SYNC.
- **Troubleshooting reporting:** Agency will alert TASER of any IT issues with EVIDENCE.com or Dock access so TASER can remedy before live deployment.

4.2. Expectations.

TASER's successful performance of the Services depends upon SAPD and ITSD:

- a. Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);
- b. Making any required modifications, upgrades or alterations to your hardware, facilities, systems and networks related to TASER's performance of the Services prior to TASER's arrival at the Installation Site;
- c. Providing access to the building facilities and where we are to perform the Services, subject to safety and security restrictions imposed by SAPD (including providing security passes or other necessary documentation to our representatives performing the Services permitting them to enter and exit City premises with laptop personal computers and any other materials needed to perform the services);

- d. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for Taser to provide the Services;
- e. Providing TASER with remote access to its EVIDENCE.com account when required for TASER to perform the Services;
- f. Identifying in advance any holidays, non-work days, or major events that may impact the project;
- g. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;
- h. Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as required by TASER;
- i. Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at SAPD;
- j. Ensuring the availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).
- k. Evidence placed in archival storage will be visibly marked on the application, and a button will be available for SAPD/ITSD to request it be pulled from archival storage. The application will provide a visible indicator that the evidence has been requested from archive. TASER will notify SAPD/ITSD when the evidence has been pulled from archival storage and is available.
- l. TASER agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum for the Term of this Agreement. Upon request TASER will provide a signed CJIS Security Addendum Certification for each authorized employee or, if it exists, a statewide repository for such documentation.

5. Changes to Services.

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

6. Emerging Technologies.

After signing a non-disclosure agreement (NDA) (Appendix 1) with TASER, SAPD will be considered as a beta tester for all new, upcoming releases of AXON technologies (See Appendix 2 for the Beta Test Agreement). Any beta releases of [Evidence.com](#) features provided to SAPD will be set up in a sandbox test environment on [Evidence.com](#) and not directly to SAPD's [Evidence.com](#) production environment. TASER will extend a discount of not less than ten per cent (10%) off TASER's published price lists for emerging technologies purchased by SAPD after release to the general public.

7. Deployment Pricing.

Initial deployment rollout will be 251 body cameras. Deployment of the remaining 1,949 cameras is expected to be deployed over a two (2) year period in accordance with the Implementation Schedule which is attached hereto and incorporated by reference. The City reserves the right to cancel any future deployments after the initial deployment or to modify the implementation schedule. If any portion of the Implementation Schedule is not deployed or is modified, all prices, terms and conditions for all deployments shall remain in accordance with the RFCSP Proposal Response, Pricing Schedule submitted by TASER on 8/26/2015 and shall remain in full force and effect for the duration of the term of the contract and any extensions; however, if the deployment schedule is modified, pricing is subject

to change based upon timing due to proration of the unlimited bundle. The projected cost in the attached Implementation Schedule is calculated upon the deployment detailed in the Implementation Schedule.

APPENDIX 1
SOW

Exhibit A

Title: Mutual Non-Disclosure Agreement
Department: Legal
Version: 4.0
Release Date: 3/29/13

MNDA No.

This Mutual Nondisclosure Agreement (NDA) is made by and between TASER International, Inc., a Delaware corporation having its principal offices at 17800 North 85th Street, Scottsdale, Arizona 85255 (TASER), and the City of San Antonio, Texas, having its principal place of business at _____ (City). This NDA is effective as of _____, 20____, and governs all disclosures of the subject matter described in this NDA and made since that date. In consideration of the promises and covenants of this NDA, the parties agree as follows:

1. The receiving party desires to receive from the disclosing party certain information that the disclosing party regards as proprietary and confidential, including any third party confidential and proprietary information rightfully in the possession of the disclosing party, solely for the purpose of evaluation for a possible business or vendor relationship and for any subsequent business relationship.

2. The term "Confidential Information" means any and all proprietary information that is disclosed by a disclosing party to a receiving party. Confidential Information may include, without limitation: (a) matters of a technical nature such as materials, models, devices, products, trade secret processes, techniques, data, formulas, inventions (whether or not patentable), specifications and characteristics of products planned or being developed; (b) research subjects, methods and results; (c) matters of a business nature such as information about costs, margins, pricing policies, markets, sales, suppliers, customers, product plans and marketing plans or strategies; (d) recorded communication; or (e) other information of a similar nature that is not generally disclosed to the public. All such information is confidential, proprietary, and valuable trade secret information of the disclosing party.

Confidential Information may be furnished in any tangible or intangible form, including but not limited to writings, drawings, computer tapes and other electronic media, samples and verbal communications. Any Confidential Information furnished in tangible form must be conspicuously marked as Confidential or Proprietary. It is incumbent on the disclosing party to document and submit to the receiving party, in writing, any Confidential Information disclosed through verbal communication within 30 days of the verbal communication. The receiving party agrees to treat any such information the same as Confidential Information furnished in tangible form.

3. The parties agree not to disclose or use Confidential Information for any purpose other than as described in this NDA. The disclosing party makes no warranty as to the accuracy of any Confidential Information. All Confidential Information disclosed under this NDA is and remains the property of the disclosing party. No license, right, or authorization to use other than for the purpose above, express or implied, is conveyed or granted to the receiving party for any invention, patent application, patent, copyright, know-how, trade secret, other intellectual property right, or application therefore. The disclosing party makes no representation that any type of business relation related to the purpose of this NDA, the Confidential Information, or any other matter will be concluded between the parties. Nothing in this NDA will be construed as obligating a party to disclose any particular information.

4. All Confidential Information must be kept confidential by the receiving party, and must not be disclosed to any other person or entity other than to directors, officers, employees, and agents of the receiving party who need to know such information in order to accomplish the purpose of this NDA. The receiving party further agrees that all directors, officers, employees, and agents who have or are granted access to Confidential Information will be notified of the proprietary and confidential nature of the Confidential Information and will agree to be bound by the terms and conditions of this NDA. Notwithstanding the foregoing, the receiving party is and remains liable and responsible for the obligations of its directors, officers, employees, and agents. The receiving party further agrees to protect and safeguard the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the Confidential Information as the receiving party uses to protect its own confidential or proprietary information of a like nature.

5. The obligations of confidentiality and limitations of use continue beyond the termination of this NDA;



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MNDA No.

provided, however, the receiving party will not be liable for any disclosure of Confidential Information or further restriction on use where the same information:

- a. was in the public domain at the time it was disclosed or later comes within the public domain, except through the acts or omissions of the receiving party and proof that the information was in the public domain is supported by sufficient independent documentary evidence;
- b. was known to the receiving party at the time of its disclosure and this knowledge is supported by sufficient independent documentary evidence dated prior to receipt;
- c. is developed independently by the receiving party and any reference or access to the Confidential Information disclosed under this NDA and such development is supported by sufficient independent documentary evidence;
- d. is approved for the release by written authorization of the disclosing party; becomes known to receiving party from a source other than the disclosing party or any of its employees, without breach of this NDA and such knowledge is supported by sufficient independent documentary evidence dated prior to receipt; or
- e. is disclosed to third parties by the disclosing party without restriction and such disclosure is supported by sufficient independent documentary evidence.

6. Upon termination of this NDA or upon the written request of the disclosing party at any time, the receiving party will immediately deliver to the disclosing party all of the disclosing party's Confidential Information, as well as, all documents, media, and items comprising or embodying such Confidential Information and any other documents or things belonging to the disclosing party that may be in the receiving party's possession. The receiving party will not retain any copies or notations from the Confidential Information.

7. The parties acknowledge that the Confidential Information may be controlled by the U.S. Department of Commerce Export Administration Regulations or other requirements of the U.S. Government regulating the export of the Confidential Information. The receiving party agrees that it will not attempt to, nor knowingly, export or re-export to any country without first having obtained all necessary approvals. Additionally, the parties acknowledge that granting non-U.S. citizens or non-permanent residents of the U.S. access to the Confidential Information can be considered a "deemed export," and the receiving party agrees to take proper and necessary action to restrict access to the Confidential Information only to U.S. citizens and permanent residents of the U.S.

8. Both parties agree that a breach of the obligations of this NDA is likely to cause irreparable harm to the disclosing party and that money damages alone would be inadequate as a remedy for a breach of such obligations. Therefore, each party agrees to not object to the disclosing party seeking injunctive relief in the event of such breach. In the event the disclosing party seeks injunctive relief of any provision of this NDA, the receiving party agrees to waive and hereby does waive any requirement that the disclosing party post a bond or any other security. The provisions of this Section 8 do not limit or otherwise affect the right of the disclosing party to pursue any other remedies available to the disclosing party for a breach or threatened breach, including recovery of monetary damages from recipient party, its employees or former employees. Each party agrees to indemnify the other party for any costs, losses, damages and expenses, including legal fees, suffered by the other party as a result of a breach of the other party's obligations in this NDA.

9. In the absence of a superseding agreement between the parties, all rights under any patent application filed by a party and claiming an invention based on the disclosing party's Confidential Information are hereby nonexclusively licensed for the term of the patent to the disclosing party without royalty. The parties agree to assist each other at no charge to perfect these licensed rights. Full disclosure to the other party before preparing any planned patent application is strongly advised to avoid this license.

10. Both parties agree that this NDA and all disputes arising hereunder will be governed by the laws of the State of Texas without reference to conflict of laws principles. Venue shall be in the Federal or State courts

APPENDIX 1
SOW


Exhibit A

Title: Mutual Non-Disclosure Agreement
Department: Legal
Version: 4.0
Release Date: 3/29/13

MNDA No.

located in Bexar County, Texas. This NDA constitutes the complete agreement of the parties on the subject matter covered in this NDA and supersedes all prior or contemporaneous understandings, agreements, or representations, written or oral, of the parties. This NDA is binding upon the successors and assignees of each party. This NDA may not be amended except by a writing signed by both parties and expressly declared to be an amendment or modification of this NDA. In the event that any one or more of the provisions of this NDA is unenforceable, the enforceability of the remaining provisions shall be unimpaired.

IN WITNESS WHEREOF, each representative identified below declares that they have been expressly authorized to execute this NDA, binding the parties as of the date set forth above.

TASER International, Inc.
BY 
NAME – Alison Davidson
TITLE – Vice President, Sales and Support Operations
DATE 8/20/15

Company
BY
NAME - Hugh Miller
TITLE - Chief Technology Officer (CTO) City of San Antonio
DATE



This Beta Test Agreement (the "Agreement") by and between TASER International, Inc., ("TASER") and City of San Antonio, Texas _____, ("Agency") is entered into as of the date last written below ("the Effective Date").

This Agreement sets forth the terms and conditions for the beta installation, use, test and support of certain TASER products in an Agency site prior to formal product release.

BETA TEST AGREEMENT TERMS AND CONDITIONS

1.0 DEFINITIONS.

- 1.1** "Product" means the TASER product(s) specified in Schedule A attached hereto, including Software, if any, and Documentation.
- 1.2** "Beta Test Period" means the period of time set forth in Schedule B during which testing of and adjustments to the Product contemplated hereunder will be undertaken.
- 1.3** "Software" means the computer programs provided in object code format as part of a Product as specified in Schedule A.
- 1.4** "Documentation" means such supporting written materials as TASER may in its discretion provide to Agency in connection with their use of a Product.

2.0 SCOPE. This Agreement sets forth the terms and conditions for the beta installation, use, test and support of certain TASER products in a user site prior to formal product release.

3.0 OBLIGATIONS OF AGENCY.

- 3.1** Testing. During the Beta Test Period, Agency agrees to test Product(s) as requested by TASER.
- 3.2** Error Notice. Agency shall notify TASER of any failure, error or other malfunction of any part of the Product within three (3) days of such occurrence.
- 3.3** Modifications. Agency agrees to promptly implement such modifications and changes that TASER may make to the Product during the Beta Test Period as they are provided by TASER. Agency understands that these modifications and changes may be incompatible with previous modifications and could include substantial changes to the system and its operating procedures.
- 3.4** Access. During the Beta Test Period, Agency will grant TASER full and free access to the Product to allow TASER to perform under this Agreement at such reasonable times as may be required by TASER.

4.0 OBLIGATIONS OF TASER

- 4.1** Delivery. TASER agrees that TASER will deliver the Product to Agency for Beta Testing.
- 4.2** Technical Assistance. TASER will provide Agency such technical assistance as TASER may deem necessary to properly install and operate the Product at the beta test site.
- 4.3** Modifications. During the Beta Test Period, TASER will consult with Agency regarding the performance of the Product and will evaluate any test data and error reports provided by Agency. TASER will undertake to make such modifications and improvements to the Product as deemed appropriate by TASER and provide the same to Agency at no cost; provided, however, TASER is not obligated to make any modifications or improvements.



5.0 DISCLAIMER OF WARRANTY. THE PRODUCT (INCLUDING THE SOFTWARE, IF ANY, AND DOCUMENTATION) IS PROVIDED HEREUNDER "AS IS". TASER MAKES AND AGENCY RECEIVES NO WARRANTIES IN CONNECTION WITH THE PRODUCT, OR MODIFICATIONS OR IMPROVEMENTS THERETO, DELIVERED HEREUNDER, EXPRESS, IMPLIED, STATUTORY OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION BETWEEN TASER AND AGENCY. TASER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

6.0 OWNERSHIP AND SOFTWARE LICENSE

6.1 Ownership. Agency acknowledges that the Product is loaned to Agency for beta testing and that TASER retains ownership of all right, title and interest to the Product, the Product design and Documentation, and the intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the Software license granted in this Section 6. Agency agrees not to (i) copy, modify, or reverse engineer the Product hardware or design, make derivative works based upon the Product, or use the Product to develop any products, without TASER's prior written approval or (ii) sell, license, rent, or transfer the Product to any third party. TASER hereby reserves, and Agency hereby agrees, that TASER shall have a security interest in the Products delivered under this Agreement. If requested by TASER, Agency agrees to execute and deliver financing statements or any other instruments, recordings or filings deemed necessary by TASER to protect and preserve its right, title and interest in and to the hardware Products under applicable law.

6.2 Software License Grant. TASER hereby grants to Agency and Agency accepts a personal, non-transferable, non-exclusive license to use the Software subject for the Beta Test Period solely for the purpose of testing and evaluating the Software.

6.3 Modifications. Agency hereby assigns to TASER, Agency's entire right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to the Products which Agency may propose or make during the Beta Test Period or which Agency and TASER may jointly make during the Beta Test Period.

7.0 CONFIDENTIAL INFORMATION. Agency acknowledges that, in the course of using the Products and performing its duties under this Agreement, it may obtain information relating to the Products and to TASER which is of a confidential and proprietary nature ("Proprietary Information"). Such Proprietary Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which Agency knows or has reason to know is confidential, proprietary or trade secret information of TASER. Agency shall at all times, both during the term of this Agreement and for a period of at least three (3) years after its termination, keep in trust and confidence all such Proprietary Information, and shall not use such Proprietary Information other than as expressly authorized by TASER under this Agreement, nor shall Agency disclose any such Proprietary Information to third parties without TASER's written consent. Agency further agrees to immediately return to TASER all Proprietary Information (including copies thereof) in Agency's possession, custody, or control upon termination of this Agreement at any time and for any reason. The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of Agency's breach of this Agreement; (ii) prior to disclosure hereunder was already in Agency's possession; or (iii) subsequent to disclosure hereunder is obtained by Agency on a non-confidential basis from a third party who has the right to disclose such information to the Agency.



**Beta Test Agreement
Exhibit B**


- 8.0 TERMINATION.** This Agreement may be terminated immediately by either party through written notice. Upon termination of this Agreement, Agency shall immediately cease use of the Product and shall return to TASER all Proprietary Information then in Agency's possession or custody or control.
- 9.0 LIMITED LIABILITY.** NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF TASER UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TEN THOUSAND DOLLARS (\$10,000).
- 10.0 CONSEQUENTIAL DAMAGE WAIVER.** IN NO EVENT SHALL TASER BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF TASER HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.
- 11.0 GENERAL.**
 - 11.1** The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, without giving effect to the principles of conflict of law.
 - 11.2** Neither party shall assign, in any manner, its right, obligation or interest in or under this Agreement without the prior written consent of the other party.
 - 11.3** All notices required or permitted under this Agreement will be in writing and will be deemed given when: (a) delivered personally; (b) sent by electronic mail ("email"), return receipt acknowledged; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) days after deposit with a commercial express air courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth in the cover sheet of this Agreement.
 - 11.4** Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

City of San Antonio, Texas ("Agency")

TASER International, Inc. ("TASER")

Authorized Signature



Authorized Signature

Hugh Miller, Chief Technology Officer (CTO)
Name

Alison Davidson, VP Sales and Support Ops
Name, Title

Date

8/20/15
Date

City of San Antonio
Agency Name

TASER International, Inc.
17800 N 85th Street
Scottsdale, AZ 85255

515 S Frio Street
Street Address

San Antonio TX 78207
City, ST, Zip Code

Implementation Schedule Appendix 3a

TASER IMPLEMENTATION SCHEDULE AND COSTS

Contract Dates:				10/1/2015 -	10/1/2016 -	10/01/2017 -	10/01/2018 -	10/01/2019 -	10/01/2020 -	10/01/2021 -	10/01/2022 -	
				9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020	9/30/2021	9/30/2022	9/30/2023	
	Units	Start	End	Base Period	Base Period	Base Period	Base Period	Base Period	Extension 1	Extension 2	Extension 3	
Deployments	Deployed	Date	Date	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	Totals
Group 1	251	10/1/2015	9/30/2016	\$ 371,000.59	\$ 246,984.00	\$ 246,984.00	\$ 246,984.00	\$ 246,984.00	\$ 246,984.00	\$ 246,984.00	\$ 246,984.00	\$ 2,099,888.59
Group 2	238	5/1/2016	9/30/2016	\$ 215,282.90	\$ 234,192.00	\$ 234,192.00	\$ 234,192.00	\$ 234,192.00	\$ 234,192.00	\$ 234,192.00	\$ 234,192.00	\$ 1,854,626.90
Group 2	264	7/1/2016	9/30/2016	\$ 195,272.88	\$ 259,776.00	\$ 259,776.00	\$ 259,776.00	\$ 259,776.00	\$ 259,776.00	\$ 259,776.00	\$ 259,776.00	\$ 2,013,704.88
Group 2	285	8/1/2016	9/30/2016	\$ 187,752.30	\$ 280,440.00	\$ 280,440.00	\$ 280,440.00	\$ 280,440.00	\$ 280,440.00	\$ 280,440.00	\$ 280,440.00	\$ 2,150,832.30
Group 2	250	10/1/2016	9/30/2017	\$ -	\$ 369,627.50	\$ 246,000.00	\$ 246,000.00	\$ 246,000.00	\$ 246,000.00	\$ 246,000.00	\$ 246,000.00	\$ 1,845,627.50
Group 2	246	11/1/2016	9/30/2017	\$ -	\$ 343,334.82	\$ 242,064.00	\$ 242,064.00	\$ 242,064.00	\$ 242,064.00	\$ 242,064.00	\$ 242,064.00	\$ 1,795,718.82
Group 3	234	1/1/2017	9/30/2017	\$ -	\$ 288,210.78	\$ 230,256.00	\$ 230,256.00	\$ 230,256.00	\$ 230,256.00	\$ 230,256.00	\$ 230,256.00	\$ 1,669,746.78
Group 3	191	3/1/2017	9/30/2017	\$ -	\$ 204,030.02	\$ 187,944.00	\$ 187,944.00	\$ 187,944.00	\$ 187,944.00	\$ 187,944.00	\$ 187,944.00	\$ 1,331,694.02
Group 3	92	5/1/2017	9/30/2017	\$ -	\$ 82,926.04	\$ 90,528.00	\$ 90,528.00	\$ 90,528.00	\$ 90,528.00	\$ 90,528.00	\$ 90,528.00	\$ 626,094.04
Group 3	149	6/1/2017	9/30/2017	\$ -	\$ 120,631.89	\$ 146,616.00	\$ 146,616.00	\$ 146,616.00	\$ 146,616.00	\$ 146,616.00	\$ 146,616.00	\$ 1,000,327.89
Additional Items*				\$ 102,750.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,938.80	\$ 120,000.00	\$ 228,688.80
	2200			\$ 1,072,058.67	\$ 2,430,153.05	\$ 2,164,800.00	\$ 2,164,800.00	\$ 2,164,800.00	\$ 2,164,800.00	\$ 2,164,800.00	\$ 2,284,800.00	\$ 16,616,950.52

*Additional Items: FY16 Hardware Cost in the amount of \$102,750 is for the purchase of Axon units for patrol vehicles (685 cars * \$150/unit)

*Additional Items: \$120,000 is for Implementation and Training costs for Body Worn Cameras

*Additional Items: \$5,938.80 is for estimated Shipping and Handling Cost

TASER TECHNOLOGY REFRESH SCHEDULE

Deployment Group #	Deployment Date	Units Deployed	Effective Start Date for Calculating Replacement	1st Scheduled Replacement Date	2nd Scheduled Replacement Date	3rd Scheduled Replacement Date	4th Scheduled Replacement Date	5th Scheduled Replacement Date	Free Spare Cams
Group 1	10/1/2015	251	10/1/2015	3/31/2017	9/30/2018	3/31/2020	9/30/2021	3/31/2023	8
Group 2	5/1/2016	238	10/1/2015	3/31/2017	9/30/2018	3/31/2020	9/30/2021	3/31/2023	8
Group 2	7/1/2016	264	10/1/2015	3/31/2017	9/30/2018	3/31/2020	9/30/2021	3/31/2023	9
Group 2	8/1/2016	285	10/1/2015	3/31/2017	9/30/2018	3/31/2020	9/30/2021	3/31/2023	10
Group 2	10/1/2016	250	10/1/2016	3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	8
Group 2	11/1/2016	246	10/1/2016	3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	8
Group 3	1/1/2017	234	10/1/2016	3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	8
Group 3	3/1/2017	191	10/1/2016	3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	6
Group 3	5/1/2017	92	10/1/2016	3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	5
Group 3	6/1/2017	149	10/1/2016	3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	5

Deployment Quote Appendix 3b

TASER
International
Protect Truth



17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737
 Fax: (480) 991-0791

Quotation
Quote: Q-36749-1
Date: 9/18/2015 10:48 AM
Quote Expiration: 9/30/2015
Contract Start Date*: 10/1/2015
Contract Term: 5 years

Bill To:
 San Antonio Police Dept. - TX
 FINANCE - ACCOUNTS PAYABLE
 PO BOX 839976
 SAN ANTONIO, TX 78283
 US

Ship To:
 San Antonio Police Dept. - TX
 ITSD STOCKROOM
 515 S FRIO STREET
 SAN ANTONIO, TX 78207
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Andrew Grayson	800-978-2737	agrayson@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Initial Deployment A

FY2016

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
251	Camera bundle	Camera bundle-see below for included items	USD 1,478.09	USD 371,000.59
251	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
251	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
251	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
42	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
42	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
251	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
251	73094	VIEWER / SMART DEVICE	USD 0.00	USD 0.00
251	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
251	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
5,020	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
75	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
75	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
Phase I, Initial Deployment A Total Before Discounts:				USD 886,681.00
Phase I, Initial Deployment A Net Amount Due:				USD 371,000.59

Rollout Deployment B

FY2016

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
238	Camera bundle	Camera bundle-see below for included items	USD 940.55	USD 215,282.90
238	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
238	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
238	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
40	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
40	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
238	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
238	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
238	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
4,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Other items:				
685	70112	AXON SIGNAL UNIT	USD 150.00	USD 102,750.00
Phase I, Rollout Deployment B Total Before Discounts:				USD 537,439.00
Phase I, Rollout Deployment B Net Amount Due:				USD 318,032.90

Rollout Deployment C

FY2016

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
264	Camera bundle	Camera bundle-see below for included items	USD 739.67	USD 195,272.88
264	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
264	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
264	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
44	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
44	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
264	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
264	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
264	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
5,280	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Phase I, Rollout Deployment C Total Before Discounts:				USD 329,736.00
Phase I, Rollout Deployment C Net Amount Due:				USD 195,272.88

Rollout Deployment D

FY2016

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
285	Camera bundle	Camera bundle-see below for included items	USD 658.78	USD 187,752.30
285	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
285	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
285	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
48	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
48	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
285	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00

285	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
285	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
5,700	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Phase I, Rollout Deployment D Total Before Discounts:				USD 327,660.00
Phase I, Rollout Deployment D Net Amount Due:				USD 187,752.30

Year 2: Due October 2016 FY2017

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1,038	Unlimited bundle	UNLIMITED BUNDLE YEAR 2 PAYMENT: Phase I	USD 984.00	USD 1,021,392.00
1,038	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 0.00	USD 0.00
20,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,038	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 2: Due October 2016 Total Before Discounts:				USD 1,021,392.00
Year 2: Due October 2016 Net Amount Due:				USD 1,021,392.00

Rollout Deployment E FY2017

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
250	Camera bundle	Camera bundle-see below for included items	USD 1,478.51	USD 369,627.50
250	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
250	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
250	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
42	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
42	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
250	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
250	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
250	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
5,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Phase II, Rollout Deployment E Total Before Discounts:				USD 542,260.00
Phase II, Rollout Deployment E Net Amount Due:				USD 369,627.50

Rollout Deployment F FY2017

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
246	Camera bundle	Camera bundle-see below for included items	USD 1,395.67	USD 343,334.82
246	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
246	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
246	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
41	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
41	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
246	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
246	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00

246	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
4,920	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Phase II, Rollout Deployment F Total Before Discounts:				USD 507,990.00
Phase II, Rollout Deployment F Net Amount Due:				USD 343,334.82

Rollout Deployment G **FY2017**

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
234	Camera bundle	Camera bundle-see below for included items	USD 1,231.67	USD 288,210.78
234	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
234	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
234	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
39	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
39	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
234	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
234	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
234	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
4,680	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Phase II, Rollout Deployment G Total Before Discounts:				USD 435,474.00
Phase II, Rollout Deployment G Net Amount Due:				USD 288,210.78

Rollout Deployment H **FY2017**

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
191	Camera bundle	Camera bundle-see below for included items	USD 1,068.22	USD 204,030.02
191	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
191	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
191	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
32	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
32	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
191	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
191	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
191	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.0000
3,820	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Phase II, Rollout Deployment H Total Before Discounts:				USD 316,742.00
Phase II, Rollout Deployment H Net Amount Due:				USD 204,030.02

Rollout Deployment I **FY2017**

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
92	Camera bundle	Camera bundle-see below for included items	USD 901.37	USD 82,926.04
92	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
92	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00

92	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
15	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
15	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
92	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
92	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
92	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
1,840	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Phase II, Rollout Deployment I Total Before Discounts:				USD 133,166.00
Phase II, Rollout Deployment I Net Amount Due:				USD 82,926.04

Rollout Deployment J **FY2017**

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
149	Camera bundle	Camera bundle-see below for included items	USD 809.61	USD 120,631.89
149	70113	CAMERA SYSTEM, AXON FLEX, SIGNAL	USD 0.00	USD 0.00
149	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX	USD 0.00	USD 0.00
149	73088	RATCHET COLLAR/VERSATILE/CAPMOUNT, FLEX	USD 0.00	USD 0.00
22	70026	EVIDENCE.COM DOCK, AXON SIX BAY	USD 0.00	USD 0.00
22	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 0.00	USD 0.00
149	85099	EVIDENCE.COM INTEGRATION LICENSE: 5 YEAR	USD 0.00	USD 0.00
149	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
149	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
2,980	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
Phase II, Rollout Deployment J Total Before Discounts:				USD 196,964.00
Phase II, Rollout Deployment J Net Amount Due:				USD 120,631.89

Year 3: Due October 2017 **FY2018**

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1,038	Unlimited bundle	UNLIMITED BUNDLE YEAR 3 PAYMENT: Phase I	USD 984.00	USD 1,021,392.00
1,038	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 0.00	USD 0.00
20,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,038	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
1,162	Unlimited bundle	UNLIMITED BUNDLE YEAR 2 PAYMENT: Phase II	USD 984.00	USD 1,143,408.00
1,162	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 0.00	USD 0.00
23,240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,162	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 3: Due October 2017 Total Before Discounts:				USD 2,164,800.00
Year 3: Due October 2017 Net Amount Due:				USD 2,164,800.00

Year 4: Due October 2018

FY2019

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1,038	Unlimited bundle	UNLIMITED BUNDLE YEAR 4 PAYMENT: Phase I	USD 984.00	USD 1,021,392.00
1,038	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 0.00	USD 0.00
20,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,038	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
1,162	Unlimited bundle	UNLIMITED BUNDLE YEAR 3 PAYMENT: Phase II	USD 984.00	USD 1,143,408.00
1,162	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 0.00	USD 0.00
23,240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,162	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 4: Due October 2018 Total Before Discounts:				USD 2,164,800.00
Year 4: Due October 2018 Net Amount Due:				USD 2,164,800.00

Year 5: Due October 2019

FY2020

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1,038	Unlimited bundle	UNLIMITED BUNDLE YEAR 5 PAYMENT: Phase I	USD 984.00	USD 1,021,392.00
1,038	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 0.00	USD 0.00
20,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,038	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
1,162	Unlimited bundle	UNLIMITED BUNDLE YEAR 4 PAYMENT: Phase II	USD 984.00	USD 1,143,408.00
1,162	85126	EVIDENCE.COM UNLIMITED LICENSE YEAR 4 PAYMENT	USD 0.00	USD 0.00
23,240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,162	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
Year 5: Due October 2019 Total Before Discounts:				USD 2,164,800.00
Year 5: Due October 2019 Net Amount Due:				USD 2,164,800.00

Year Six: Due October 2020 FY2021

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1,038	Unlimited bundle	UNLIMITED BUNDLE YEAR 1 PAYMENT: Phase I	USD 984.00	USD 1,021,392.00
1,038	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
20,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,038	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
1,162	Unlimited bundle	UNLIMITED BUNDLE YEAR 5 PAYMENT: Phase II	USD 984.00	USD 1,143,408.00
1,162	85127	EVIDENCE.COM UNLIMITED LICENSE YEAR 5 PAYMENT	USD 0.00	USD 0.00
23,240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,162	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
Year Six: Due October 2020 Total Before Discounts:				USD 2,164,800.00
Year Six: Due October 2020 Net Amount Due:				USD 2,164,800.00

Year Seven: Due October 2021 FY2022

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1,038	Unlimited bundle	UNLIMITED BUNDLE YEAR 2 PAYMENT: Phase I	USD 984.00	USD 1,021,392.00
1,038	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 0.00	USD 0.00
20,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,038	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
1,162	Unlimited bundle	UNLIMITED BUNDLE YEAR 1 PAYMENT: Phase II	USD 984.00	USD 1,143,408.00
1,162	85123	EVIDENCE.COM UNLIMITED LICENSE YEAR 1 PAYMENT	USD 0.00	USD 0.00
23,240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,162	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
Year Seven: Due October 2021 Total Before Discounts:				USD 2,164,800.00
Year Seven: Due October 2021 Net Amount Due:				USD 2,164,800.00

Year Eight: Due October 2022 FY2023

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
1,038	Unlimited bundle	UNLIMITED BUNDLE YEAR 3 PAYMENT: Phase I	USD 984.00	USD 1,021,392.00
1,038	85125	EVIDENCE.COM UNLIMITED LICENSE YEAR 3 PAYMENT	USD 0.00	USD 0.00
20,760	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,038	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00
1,162	Unlimited bundle	UNLIMITED BUNDLE YEAR 2 PAYMENT: Phase II	USD 984.00	USD 1,143,408.00
1,162	85124	EVIDENCE.COM UNLIMITED LICENSE YEAR 2 PAYMENT	USD 0.00	USD 0.00
23,240	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00
1,162	85079	TASER ASSURANCE PLAN ETM/EVIDENCE.COM DOCK ANNUAL PAYMENT	USD 0.00	USD 0.00

Year Eight: Due October 2022 Total Before Discounts:	USD 2,164,800.00
Year Eight: Due October 2022 Net Amount Due:	USD 2,164,800.00

Optional training: To be purchased as needed at the rate listed below

QTY	ITEM #	DESCRIPTION	NET UNIT PRICE	NET TOTAL
	85055	PREMIUM PLUS SERVICE: 1 WEEK	USD 15,000.00	USD 120,000.00
Optional Training Total Before Discounts:				USD 120,000.00
Optional Training Net Amount Due:				USD 120,000.00

Subtotal:	USD 16,611,011.72
Estimated Shipping & Handling Cost:	USD 5,938.80
Grand Total:	USD 16,616,950.52

TASER agrees to provide viewer devices for SAPD at \$100 for all purchases outside of the original 251. Taser also agrees to provide installation of the AXON Signal units for the vehicles using the AXON Full service line item -- per SAPD direction.

As part of the RFCSP, TASER agreed to offer replacements under the TASER Assurance Plan (included in the Unlimited Evidence.com license) every 18 months. This is an option, and must be elected on or before month 18. If not elected by month 18, then the replacement for that deployment will occur on month 30. Please refer to the replacement schedule below, which is subject to change should the Deployment Schedule change.

If the City forgoes the 18 month replacement option, there will be two replacements for Group 1, and one replacement for Group 2 and Group 3 under the initial 5 year term of the Integration Agreement.

The 8th year is subject to a price adjustment, in line with the Consumer Price Index.

There are 75 free cameras in the first Phase, and those will be shipped out with each Phase per the schedule below. Refer to the quantities in the "Free Spare Cams" column for the number shipped with each phase.

Hardware Replacement Schedule based upon current Deployment Schedule:

Replacement Group #	Estimated		Effective Start Date		Replacement #					Free
	PO Date	# Units	for determining replacement		One	Two	Three	Four	Five	Spare Cams
Estimated Initial term of Integration agreement: 10/1/2015-9/30/2020										
Phase I	10/1/2015	251	10/1/2015		3/31/2017	9/30/2018	3/31/2020	9/30/2021	3/31/2023	8
Phase I	5/1/2016	238	10/1/2015		3/31/2017	9/30/2018	3/31/2020	9/30/2021	3/31/2023	8
Phase I	7/1/2016	264	10/1/2015		3/31/2017	9/30/2018	3/31/2020	9/30/2021	3/31/2023	9
Phase I	8/1/2016	285	10/1/2015		3/31/2017	9/30/2018	3/31/2020	9/30/2021	3/31/2023	10
Phase II	10/1/2016	250	10/1/2016		3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	8
Phase II	11/1/2016	246	10/1/2016		3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	8
Phase II	1/1/2017	234	10/1/2016		3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	8
Phase II	3/1/2017	191	10/1/2016		3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	6
Phase II	5/1/2017	92	10/1/2016		3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	5
Phase II	6/1/2017	149	10/1/2016		3/31/2018	9/30/2019	3/31/2021	9/30/2022	3/31/2024	5

		Estimated Initial term of Integration agreement:					
				10/1/2015-9/30/2020	10/1/2020-9/30/2021	10/1/2021-9/30/2022	10/1/2022-9/30/2023
Replacement Group #	Estimated PO Date	# Units	Effective Start Date for determining replacement	# Replace w/Base Pd	# Replace w/ Ext 1	# Replace w/ Ext 2	# Replace w/ Ext 3
Phase I	10/1/2015	251	10/1/2015	3	4	4	5
Phase I	5/1/2016	238	10/1/2015	3	4	4	5
Phase I	7/1/2016	264	10/1/2015	3	4	4	5
Phase I	8/1/2016	285	10/1/2015	3	4	4	5
Phase II	10/1/2016	250	10/1/2016	2	3	4	4
Phase II	11/1/2016	246	10/1/2016	2	3	4	4
Phase II	1/1/2017	234	10/1/2016	2	3	4	4
Phase II	3/1/2017	191	10/1/2016	2	3	4	4
Phase II	5/1/2017	92	10/1/2016	2	3	4	4
Phase II	6/1/2017	149	10/1/2016	2	3	4	4

THANK YOU FOR YOUR BUSINESS!

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