

This Service Level Agreement (**SLA**) is a policy governing the use of the Evidence.com™ Service Offerings (**Service Offerings**) under the terms of the Evidence.com Master Service Agreement (**MSA**) between TASER International, Inc. (**TASER, us or we**) and users of Service Offerings (**you**). This SLA applies separately to each agency account using the Service Offerings. Unless otherwise provided in this SLA, this SLA is subject to the terms of the MSA and capitalized terms have the meaning specified in the MSA. We reserve the right to change the terms of this SLA in accordance with the MSA. **By using the EVIDENCE.com Service Offerings you agree that you have read and understand this SLA and you accept and agree to be bound by the following terms and conditions.**

1 Service Commitment. Apart from maintenance described in Section 2, we will use commercially reasonable efforts to make the Service Offerings available 99.9% of the time 7 days per week on a 24-hour basis.

2 Maintenance.

2.1 Scheduled maintenance will take place according to our prevailing routine maintenance schedule. Routine maintenance is currently scheduled on the fourth Tuesday of each month from 7:00 am to 8:00 pm Pacific Standard Time. Maintenance periods may periodically result in the Service Offerings being unavailable to you. When possible, you will be informed 1 week prior to any changes to the maintenance schedule.

2.2 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 us.

3 After Hours Emergency Support. Evidence.com Help Desk are available at Help@EVIDENCE.com.

4 Response Times.

Issue Classification	Description	Targeted Response Time	Targeted Resolution Time*
Severity 1	<ul style="list-style-type: none"> Business critical function is down Material impact to Customer's business No workaround exists 	As soon as possible, using reasonable commercial efforts	Less than 24 hours
Severity 2	<ul style="list-style-type: none"> 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
Severity 3	<ul style="list-style-type: none"> 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.

* Resolution time is a target, but may not be possible with all reported issues depending on circumstances.

“Business Day” means Monday through Friday, excluding our corporate holidays (New Years' Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day and the day after; and Christmas Day

and the day after).

“Resolution Time” means the elapsed time between our acknowledgement of an issue until the problem in the Service Offerings has been resolved, which does not include time delays caused by you, your agency or by third parties outside of our reasonable control.

5 Backup. We will administer system backup according to our prevailing backup plan. You retain your rights to all of your content and user data contained in the backups in accordance with the MSA. The Service Offerings will alert the Agency Administrator(s) of upcoming scheduled evidence deletions within the system and the Agency Administrator(s) may delay deletion by either re-categorizing that evidence or by selecting the option to extend the retention period. Once evidence is deleted it is unrecoverable.

6 Exclusions. The Service Commitment does not apply to any unavailability, suspension or termination of the Service Offerings, or any other Evidence.com performance issues: (a) caused by factors outside of our reasonable control, including any force majeure event, terrorism, sabotage, virus attacks, or Internet access or 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 any 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 MSA.

[Document Revised 05-13-2015]

TASER and © are trademarks of TASER International, Inc., registered in the U.S. and other countries. Evidence.com is a trademark of TASER International, Inc. © 2015 TASER International, Inc. All Rights Reserved.