



CITY OF SAN LEANDRO

SOLE SOURCE JUSTIFICATION

Project Manager: Lt. Mike Sobek

Date: Jan 6, 2014

Contractor/Consultant/Vendor: Taser International

Project Number: If used/emergency PO # if obtained

Contract Amount: \$ 441,306.83

Project Description: *The San Leandro Police Department is in the process of buying 80 personal video recording devices for all officers and PST's. These on-body cameras will capture any and all audio and video contacts with citizens, suspects and victims in the field. We also will purchase the digital evidence management system called Evidence.com to manage all digital evidence that is captured from the on-body cameras and any other digital evidence that the police department captures from other sources, i.e. digital tape recordings, interviews, etc.*

Notice: Purchases of goods or contracting for services over \$5,000 without obtaining at least three (3) quotes is a violation of City policy unless justified on one or more of the bases below. The City's formal bidding process will normally apply to purchases over \$25,000.

Attach Requisition Form for Signature Approval *Attach this form to your requisition/backup sent to Purchasing*

JUSTIFICATION FOR AWARD OF SOLE SOURCE CONTRACT

- Emergency PO request. Need for the service is of such an unusual and compelling urgency that the City of San Leandro would be seriously injured unless it is permitted to limit the number of sources from which it solicits bids or proposals. This justification is not met on the basis of a lack of planning.
- Staff solicited competitive bids and was unable to obtain three quotes from responsive vendors – Attach sheet with company names, contact names and phone numbers of vendors contacted
- The service/product is only available from a single source and there is no acceptable substitute
- The item is directly procured from the original manufacturer and that supplier is the only source for such item
- Only one vendor can meet the necessary delivery date of _____.
- Only one (1) Contractor/Consultant/Vendor who can provide unique/highly specialized item/ service
- Economy or efficiency supports award to existing contractor/consultant as a logical follow-on to work already in progress under a competitively awarded contract
- Cost to prepare for a competitive procurement exceeds the cost of the work or item
- The item is an integral repair part or accessory compatible with existing equipment
- The item or service is essential in maintaining research or operational continuity
- The item/service is one with which staff members who will use the item/service have specialized training and/or expertise and retraining would incur substantial cost in time and/or money



CITY OF SAN LEANDRO

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EXPLANATION:

The San Leandro Police Department is in the process of providing all officers and civilian Police Service Technicians Personal Video Camera Device's (PVCD) and have spent a year and a half researching various vendors. During our research, we have found only one vendor that reaches our goals of performance, technology and reliability. Taser International is the only vendor that has a 30 second "pre-event buffer" that captures 30 seconds of video at the time the officer or PST activates the camera. Also, Taser International is the only vendor that has a "cloud based" management system called "Evidence.com" that allows for the capture, organizing, classifying, managing, viewing and archiving of the digital evidence we capture. For these reasons we request a sole source for this program.

REQUESTOR SIGNATURE

TASER International

Protect Truth

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



TASER

Mike Sobek
 (510) 577-0662
 msobek@sanleandro.org

Quotation

Quote: Q-03646-1
Date: 8/27/2013 12:00 PM
Quote Expiration: 9/15/2013
Contract Start Date*: 11/1/2013
Contract Term: 5 years

Bill To:
 San Leandro Police Dept. - CA
 901 E. 14TH ST.
 San Leandro, CA 94577
 US

Ship To:
 Mike Sobek
 San Leandro Police Dept. - CA
 901 E. 14TH ST.
 San Leandro, CA 94577
 US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Abraham Alvarez	800-978-2737	abraham@evidence.com	Fedex - Ground	Net 30

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

Year 1: Due net 30

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	73002	BODYCAM, AXON BODY	USD 299.00	USD 23,920.00	USD 0.00	USD 23,920.00
7	73070	BODYCAM ETM, 12 BODY CAMERA BAYS, AXON FLEX	USD 1,499.95	USD 10,499.65	USD 0.00	USD 10,499.65
82	85069	5 YEAR TASER ASSURANCE PLAN, BODYCAM	USD 0.00	USD 0.00	USD 0.00	USD 0.00
7	85076	5 YEAR ETM TASER ASSURANCE PLAN	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00
12	88101	STANDARD EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
1,720	Included Storage	EVIDENCE.COM STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
2	Spare Body	BODYCAM, AXON BODY	USD 0.00	USD 0.00	USD 0.00	USD 0.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
1	85055	PREMIUM PLUS SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
Year 1: Due net 30 Total:						USD 120,939.65
Year 1: Due net 30 Net price:						USD 120,372.29

Year 2 due 2014

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00
12	88201	STANDARD EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00
Year 2 due 2014 Total:						USD 71,520.00
Year 2 due 2014 Net price:						USD 70,952.64

Year 3 due 2015

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00
12	88301	STANDARD EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00
Year 3 due 2015 Total:						USD 71,520.00
Year 3 due 2015 Net price:						USD 70,952.64

Year 4 due 2016

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00
12	88401	STANDARD EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00
Year 4 due 2016 Total:						USD 71,520.00
Year 4 due 2016 Net price:						USD 70,952.64

Year 5 due 2017

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
80	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	USD 588.00	USD 47,040.00	USD 0.00	USD 47,040.00

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
12	88501	STANDARD EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 300.00	USD 3,600.00	USD 567.36	USD 3,032.64
12,000	85035	EVIDENCE.COM STORAGE	USD 1.50	USD 18,000.00	USD 0.00	USD 18,000.00
80	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	USD 36.00	USD 2,880.00	USD 0.00	USD 2,880.00

Year 5 due 2017 Total:	USD 71,520.00
Year 5 due 2017 Net price:	USD 70,952.64

Subtotal	USD 404,182.85
Estimated Shipping Cost	USD 747.55
Estimated Tax	USD 36,376.43
Grand Total	USD 441,306.83

Complimentary Evidence.com Tier Upgrade Through 12/31/13

This quote contains a purchase of either the Basic or Standard Evidence.com license. You will receive the features available with the Professional license for the Basic and Standard licenses purchased until December 31, 2013. This is a free upgrade to your account so you can enjoy all the benefits of our most feature rich tier. In January 2014 you will be prompted to select which users you would like to go in which tiers. This will have no impact on uploaded data.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at <http://www.taser.com/sales-terms-and-conditions>. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at <http://www.taser.com/serviceagreement0213>. The sale of the Professional Services is subject to the parties execution of TASER's Professional Services Agreement and a Statement of Work. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: _____ Date: _____
Name (Print): _____ Title: _____
PO# (if needed): _____

Please sign and email to Abraham Alvarez at abraham@evidence.com or fax to (480) 991-0791

THANK YOU FOR YOUR BUSINESS!

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Professional Services Agreement

This Professional Services Agreement (**Agreement**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and _____ (**Agency**). In consideration of the mutual promises contained in this Agreement, TASER and Agency agree to all terms of the Agreement effective _____, 20____ (**Effective Date**).

Background

TASER is a manufacturer of various TASER® brand products, including conducted electrical weapons, on-officer video and recording devices, and cloud based data storage systems. Agency seeks assistance in deploying and implementing its TASER camera systems and EVIDENCE.com™ service solutions.

Terms and Conditions

1. Term and Pricing.

a. **Term.** The term of this Agreement commences on the Effective Date.

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

c. **Taxes.** Agency is responsible for any sales or use taxes assessed on its payment for Services and Products. TASER will itemize sales or use taxes separately on TASER's invoices. TASER is responsible for all other taxes, duties and fees. If Agency is exempt from taxation for the Services or Products, it must submit an exemption certificate to TASER.

2. Invoicing and Payment Terms.

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

b. **Payment.** All payments for fees and expenses are due net 30 days after the date of invoice. Interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) may be charged on all late payments. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

3. Delivery of Services.

a. **Statements of Work.** Each SOW will define the specific Services to be provided, work schedule, location of Services, fees and expenses and other particulars that will govern the Services under the SOW. Unless any provisions of this Agreement are specifically excluded or modified in a particular SOW, each SOW will be deemed to incorporate all the terms and conditions of this Agreement and may contain additional terms and conditions as the parties may mutually agree too. No SOW will be binding on either party unless executed in writing by each party's authorized representative. If any provision of this Agreement conflicts with a provision of any SOW, then the provision of this Agreement controls.

b. **Hours and Travel.** TASER's personnel will work within Agency's normal business hours. Travel time by TASER's personnel to Agency's premises will not be charged as work hours performed.

c. **Changes to Services.** Changes to the scope of Services set forth in a 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



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order, signed by both parties.

d. Delays. If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform the Agency Responsibilities. If any failure or delay by Agency to perform any of the Agency Responsibilities prevents or delays TASER's performance of its obligations under this Agreement, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.

e. Performance Warranty. TASER warrants that it will perform the Services described in the SOW in accordance with the requirements and specifications set forth in the SOW and will perform the Services in a good and workmanlike manner. In the event the Services do not meet the requirements and specifications agreed upon, Agency will provide TASER with written notice and details of the alleged non-complying Services within seven (7) calendar days after completion of the Services involved. After determination by TASER that the Services were not in conformance to the requirements and specifications of the SOW, TASER will re-perform the non-complying Services at no additional cost.

4. Agency's Responsibilities. TASER's successful performance of the Services depends upon Agency's:

a. Providing access to the building facilities and where TASER is to perform the Services, subject to safety and security restrictions imposed by the Agency (this includes providing security passes or other necessary documentation to TASER representatives performing the Services permitting them to enter and exit the Agency's premises with laptop personal computers and any other materials needed to perform the Services); Providing suitable workspace with telephone and internet access for TASER's personnel while working at the Installation Site and in Agency's facilities;

b. Ensuring that prior to TASER's arrival at the Installation Site that its network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;

c. Timely implementation of operating procedures, audit controls, and other procedures necessary for Agency's intended use of the Products;

d. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the Services;

e. Making any required modifications, upgrades or alterations to its hardware, facilities, systems and networks related to TASER's performance of the Services prior to TASER's arrival;

f. Promptly installing and implementing any and all software updates provided by TASER;

g. Ensuring that all appropriate data backups are performed;

h. Providing to TASER the assistance, participation, review and approvals described in the SOW and participating in testing of the Products as requested by TASER;

i. Providing TASER with remote access to its EVIDENCE.com account when required for TASER to perform the Services;

j. Designating a representative who will be the main point of contact for all communication with TASER relative to the SOW and who has the authority to act on the Agency's behalf in matters regarding the SOW;

k. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the SOW (these contacts are to provide background information and clarification of information required to perform the Services);

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



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

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

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

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

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

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

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

8. Intellectual Property. TASER owns all right, title and interest in all Pre-Existing Works and Documentation. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the Pre-Existing Works provided to Agency in connection with the delivery of Services and in accordance with this



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Agreement.

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

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

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

12. Insurance. TASER will maintain at its own expense and in effect during the Term of this Agreement, insurance coverage as set out below, and will furnish certificates of insurance or self-insurance, in duplicate form upon the Agency's request:

- a. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence for Bodily Injury, Property Damage, and Personal and Advertising Injury.
- b. Workers' Compensation Insurance in compliance with the statutory requirements of the state in which the Services are performed and Employers' Liability Insurance with limits of not less than \$500,000 each Accident and Disease per Employee/Policy Limit.
- c. Commercial Automobile Liability Insurance covering hired and non-owned vehicles for which TASER may be responsible with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage.

13. General.

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

b. Notifications. Any notice permitted or required under this Agreement will be deemed to have



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

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

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

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

f. Entire Agreement; Modification. This Agreement, including all attachments and SOWs, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning TASER's provision of the Services. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

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

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

i. Applicable Law. The validity, construction, interpretation, and administration of this Agreement will be governed by and must be interpreted under the laws of the State in which the Services are performed.

j. Litigation Costs. In the event of any legal action to enforce the provisions of this Agreement, the successful party in enforcing any provision of this Agreement will be awarded that party's reasonable attorneys' fees and costs.

k. Severability. This Agreement is contractual and not a mere recital. Sections 1, 3, 4, 10-14 and 16 will continue in force and effect after termination of this Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

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

m. Headings. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

n. Counterparts. This Agreement may be executed in several counterparts that together constitute one and the same instrument.

o. Signatory. Any signatory to this Agreement warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this Agreement to execute this Agreement on its behalf.



Professional Services Agreement

14. Definitions.

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

“Installation Site” means the location(s) described in a SOW where the Products are to be installed by TASER or the Agency (as described in the SOW).

“Products” means all equipment, software, cloud based services, Product User Documentation and software maintenance releases and updates provided by TASER under a SOW.

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

“Services” means the professional services provided by TASER pursuant to this Agreement and described in a SOW.

“Statement of Work” (“SOW”) means a document executed by both parties which sets forth the Services to be performed by TASER under the terms and conditions set forth in this Agreement.

TASER International, Inc.	Agency: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Address: 17800 N. 85th Street Scottsdale, AZ 85050 Attn: General Counsel Fax: 480-905-2027 Email: legal@taser.com	Address: _____ _____ _____ Email: _____

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Statement of Work for Professional Services Agreement

This Statement of Work (**SOW**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and _____ (**Agency**). In consideration of the mutual promises contained in the Professional Services Agreement and this SOW, TASER and Agency agree to all terms of this SOW effective as of the date the Agency signs this SOW (**Effective Date**).

1. Project Overview. Agency would like assistance in implementing TASER's camera systems and EVIDENCE.com services (collectively the **Products**). TASER proposes to provide its expertise to implement the Products and to work with Agency to provide an understanding of how to best implement and utilize the Products in Agency's organization.

2. Service Pricing. For the Services identified in this SOW, Agency will pay a fixed fee of \$ _____. All payments are due 30 days after the date of invoice. Amounts paid for Services will expire within 6 months of the Effective date, so all Services must be completed within that time period. Any delays by the Agency may result in additional fees due to TASER, and delay in TASER's completion of the Services. Payment obligations are non-cancelable and amounts paid are non-refundable. All amounts payable under this SOW will be made without setoff or counterclaim, and without any deduction or withholding.

3. Primary Contacts. For this SOW the primary contact for each party is as follows:

	Name	Phone	Email
TASER			
Agency			

4. Scope of Services. The project scope will consist of the following [*check applicable package*]:

- Premium Plus Services
- Premium Services
- A La Carte Services consisting of _____ number of days for provision of the following Services:

Description of the Service Packages		
	Premium Plus Services	Premium Services
System set up and configuration <ul style="list-style-type: none"> Setup AXON® Mobile on smart phones (if applicable) Configure categories & custom roles based on Agency need 	1 on-site session	virtual assistance



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Description of the Service Packages	Premium Plus Services	Premium Services
<ul style="list-style-type: none"> • Troubleshoot IT issues with EVIDENCE.com and evidence transfer manager (ETM) access • Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable) 		
<p>ETM installation</p> <ul style="list-style-type: none"> • Work with Agency to decide ideal location of ETM setup and set configurations on ETM if necessary • Authenticate ETM with EVIDENCE.com using "admin" credentials from Agency • Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment 	on-site assistance	virtual assistance
<p>Dedicated Project Manager</p> <p>Assignment of a specific TASER representative for all aspects of planning the Product roll out (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4-6 weeks prior to roll out.</p>	✓	✓
<p>Weekly project planning meetings</p> <p>Project Manager will develop a Microsoft® Project plan for the roll out of AXON camera units, ETMs and EVIDENCE.com account training based on size, timing of roll out and Agency's desired level of training. Up to 4 weekly meetings leading up to the ETM installation of not more than 30 minutes in length.</p>	✓	✓
<p>Best practice implementation planning session 1 on-site session to:</p> <p>Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies</p> <p>Discuss importance of entering meta-data in the field for organization purposes and other best practice for digital data management</p> <p>Provide referrals to other agencies using the AXON camera products and EVIDENCE.com services</p> <p>Create project plan for larger deployments</p> <p>Recommend roll out plan based on review of shift schedules</p>	✓	
<p>System Admin and troubleshooting training sessions</p> <p>2 on-site sessions - each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for EVIDENCE.com.</p>	✓	



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Description of the Service Packages		
	Premium Plus Services	Premium Services
AXON instructor training Prior to general user training on AXON camera systems and EVIDENCE.com services, TASER's on-site professional services team will provide training with the goal of certifying instructors who can support the Agency's subsequent AXON camera and EVIDENCE.com training needs.	training for up to 5 individuals at the Agency	training for up to 2 individuals at the Agency
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, EVIDENCE.com and EVIDENCE Sync.	6 on-site sessions	3 on-site sessions
Implementation document packet EVIDENCE.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	✓	✓
Post go live review session	on-site assistance	virtual assistance

5. Out of Scope Services. TASER is responsible to perform only the Services described above in Section 4. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope.

6. 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 Agency.
- d. Agency representatives will be available to provide timely and accurate information.

7. Acceptance Checklist.

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



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b. If Agency reasonably believes that TASER did not complete the Services in substantial conformance with this SOW, Agency will notify TASER in writing of its specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to Agency. TASER will address Agency's issues and then will re-present the Checklist for Agency's approval and signature.

c. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from Agency within 7 calendar days of delivery of the Checklist to Agency, the absence of Agency's response will constitute the Agency's affirmative acceptance of the Services, and a waiver of any Agency right of rejection.

8. **General.** Any changes to this SOW must be agreed to in writing by both parties. All parties understand and acknowledge that this SOW identifies the work to be performed and the associated pricing, and further acknowledges that actual work is not authorized to begin until TASER receives the signed Quote and/or the Agency's Purchase Order that includes the Services. Any signatory to this SOW warrants and acknowledges that they are authorized by the entity on behalf of which the signatory is executing this SOW to execute this SOW on its behalf.

TASER International, Inc.	Agency: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Address:	Address:
17800 N. 85th Street	_____
Scottsdale, AZ 85050	_____
Attn: General Counsel	_____
Fax: 480-905-2027	Phone: _____
Email: legal@taser.com	Email: _____

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