



National Field Trial Agreement

Below is a list of all Hardware, Software and Services products that are available as part of the National Field Trial. Items that have been preselected are already included. For those not already selected, please indicate your agency's preferences.

The Axon team can support in selecting the appropriate products should the agency require any additional clarity.

Software:

- ☐ Evidence.com Professional License (full feature access)
- ☐ Secure Storage

Quantity:

Unlimited

Unlimited

Hardware:

Camera:

- ☐ 74016 – Axon Body 2

Up to 1300

Camera Mounts: (Select up to two per camera)

- ☐ 74018 – Z-Bracket, Men's
- ☐ 74019 – Z-Bracket, Women's
- ☐ 74020 – Magnet, Flexible -----RECOMMENDED
- ☐ 74021 – Magnet, Outerwear
- ☐ 74022 – Small Pocket (4"), Axon Body 2
- ☐ 74023 – Large Pocket (6"), Axon Body 2
- ☐ 11509 – Belt Clip, Rapidlock
- ☐ 11507 – Molle Mount, Single, Rapidlock
- ☐ 11508 – Molle Mount, Double, Rapidlock

enough to supply 1300

enough to supply 1300

enough to supply 1300

enough to supply 1300

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(See Appendix A – Mounting Options for photos of each mount)

Cables & Wall Chargers

- ☐ 11553 – Sync Cable
- ☐ 73082 – Wall Wart (must be used with Sync Cable)

enough to supply 1300

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Docks: (Total dock capacity and camera quantity do not need to exactly match)

- ☐ 74105 – 6 Bay Dock (holds 6 cameras)
- ☐ 74106 – Single Bay Dock (holds 1 camera)

enough to supply 1300

enough to supply 1300

Six Bay Dock Mounts: (Select one for each six bay dock)

- ☐ 70040 – Dock Desk Mount (mount dock on desk)
- ☐ 70033 – Dock Wall Mount Bracket (mount dock on wall)

enough to supply 1300

enough to supply 1300

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Product(s) identified in this Agreement to the City of St. Louis ("Agency" or "you") on loan and free of charge for a trial and evaluation of the Product(s) by the Agency. The Trial Period is 365 days unless extended by Axon. This offer from Axon is void where prohibited by law or regulation.



National Field Trial Agreement

behalf of your Agency.

B. Entire Agreement; Modification; Severability. This Agreement incorporates the National Field Trial Addendum in its entirety and contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Product are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect. You must accept this Agreement unmodified and as written.

C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

D. Assignment. You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of Axon.

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.

Axon Enterprise, Inc.

City of St. Louis

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

□ AXON, Axon, Axon Body 2, Axon Capture, Axon Dock Axon View, Evidence.com, and Evidence Sync are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2017 Axon Enterprise, Inc.

3 **Warranties.**

3.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. Axon-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. If Axon determines that a valid warranty claim is received within the warranty period, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

3.2 Warranty Limitations.

3.2.1 The warranties do not apply and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-Axon products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by Axon; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) if any Axon serial number has been removed or defaced.

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

3.2.3 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed the purchase price paid to Axon for the product or if for services, the amount paid for such services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

3.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product which Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

3.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

3.3.2 Before delivering product for warranty service, it is the Agency's responsibility to upload the data contained in the product to the EVIDENCE.com services or download the



Information Services (CJIS) Security Addendum for the Term of this Addendum.

- 4 **Our Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.
- 5 **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services for the account upon request or as part of our regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 6 **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account if the data originates from a Axon device.
- 7 **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:
 - 7.1. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
 - 7.2. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Addendum.
- 8 **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.
- 9 **License Restrictions.** Neither the Agency nor any Agency end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Addendum; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to



Professional Services Addendum

- 1 **Scope of Services.** The project scope will consist of the Services identified on the Quote.
1.1. The Package for the Axon and Evidence.com related Services are detailed below:

System set up and configuration

Setup Axon View on smart phones (if applicable).
Configure categories & custom roles based on Agency need.
Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access.
Work with IT to install Evidence Sync software on locked-down computers (if applicable).
For the Full Service Package: One on-site session Included

Dock installation

Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary.
Authenticate Dock 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 Included

Dedicated Project Manager

Assignment of a specific Axon representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.

Weekly project planning meetings

Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.

Best practice implementation planning session—1 on-site session to:

Provide considerations for establishment of video policy and system operations best practices based on Axon's observations with other agencies.
Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management.
Provide referrals of other agencies using the Axon camera products and Evidence.com services
Create project plan for larger deployments.
Recommend rollout plan based on review of shift schedules.

System Admin and troubleshooting training sessions (only included in Full Service Package)

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.

Axon instructor training

Prior to general user training on Axon camera systems and Evidence.com services, Axon's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.

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.

Implementation document packet

Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go live review session



liable for the accuracy, completeness, success, or results of efforts to restore Agency software or data; (ii) any assistance provided by Axon under this Section is without warranty, express or implied; and (iii) in no event will Axon be liable for loss of, damage to, or corruption of Agency data from any cause.