



City Council Regular Meeting Agenda Monday, September 15, 2025, 7:00 PM Council Chambers, 616 NE 4th AVE

NOTE: The City welcomes public meeting citizen participation. TTY Relay Service: 711. In compliance with the ADA, if you need special assistance to participate in a meeting, contact the City Clerk's office at (360) 834-6864, 72 hours prior to the meeting so reasonable accommodations can be made (28 CFR 35.102-35.104 ADA Title 1)

To observe the meeting (no public comment ability)

- go to <https://vimeo.com/event/5374893>

To participate in the meeting (able to public comment)

- go to <https://us06web.zoom.us/j/82525742145>

(public comments may be submitted to publiccomments@cityofcamas.us)

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

1. [September 2, 2025 Camas City Council Regular and Workshop Meeting Minutes](#)
2. Automated Clearing House and Claim Checks Approved by Finance Committee
3. [Axon Contract Early Renewal](#)
(Submitted by Tina Jones, Chief of Police)
4. [Council Code of Conduct](#)
(Submitted by Council Member Tim Hein and Council Member Marilyn Boerke)

MAYOR

5. Mayor Announcements
6. [Civil Service Commission Appointment](#)

MEETING ITEMS

PUBLIC COMMENTS

NON-AGENDA ITEMS

7. Staff

8. Council

CLOSE OF MEETING



City Council Regular Meeting Minutes - Draft
Tuesday, September 02, 2025, 7:00 PM
Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Hogan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: Council Members Marilyn Boerke, Martin Elzingre, Tim Hein, Leslie Lewallen, John Nohr, Jennifer Senescu and John Svilarich

Staff: James Carothers, Rob Charles, Cliff Free, Cathy Huber Nickerson, Tina Jones, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, David Schultz, Alicia Stevens, Connie Urquhart and Chris Witkowski.

Press: No one from the press was present.

PUBLIC COMMENTS

Douglas Tweet, Camas, commented about CTRAN.

Margaret Tweet, Camas, commented about CTRAN.

Tyler Sanders, Camas, commented about the Comprehensive Plan and Complete Streets.

Darcy Smith, Camas, commented about bicycle laws, water safety, roundabouts and CTRAN.

Jennifer Hansen, Camas, commented about a development project.

Phillip Mitchel, Camas, commented about CTRAN.

CONSENT AGENDA

NOTE: Consent Agenda items may be removed for general discussion or action.

1. August 18, 2025 Camas City Council Regular and Workshop Meeting Minutes
2. \$3,490,640.68 Automated Clearing House 702566-702617 and Claim Checks 161144-161231 and \$242.20 for Camas Assistance Program (CAP) Check number 161137 Approved by Finance Committee

3. \$55,467.45 Copper Mechanical LLC Camas Operations Center Mechanical and Electrical Improvements Change Order No. 2
(Submitted by Justin Monsrud, Engineer III)
4. \$651,752.04 to S&B, Inc., for Telemetry of Well 13 PFAS Project
(Submitted by Rob Charles, Utilities Manager)
5. \$112,992.09 MacKay Sposito NW Lake Road and NW Sierra Street Intersection Improvements PSA Amendment No. 3
(Submitted by James Carothers, Engineering Manager)
6. 2025 Citywide Hot Mix Asphalt Repairs Granite Construction Final Acceptance
(Submitted by Justin Monsrud, Engineer III)

Council Member Lewallen asked that item number five (5) \$112,992.09 MacKay Sposito NW Lake Road and NW Sierra Street Intersection Improvements PSA Amendment No. 3, be removed from the Consent Agenda for further discussion.

Council Member Svilarich asked that “good” be added to his council comment before intent on the August 18, 2025 Camas City Council Regular Meeting Minutes.

It was moved by Hein, and seconded, to approve the Consent Agenda as amended. The motion passed.

MAYOR

7. Mayor Announcements

Mayor Hogan commented about the Walk and Roll event put on by the Parks and Recreation Department.

MEETING ITEMS

ITEMS REMOVED FROM CONSENT AGENDA

5. \$112,992.09 MacKay Sposito NW Lake Road and NW Sierra Street Intersection Improvements PSA Amendment No. 3
(Submitted by James Carothers, Engineering Manager)

Discussion ensued.

It was moved by Svilarich, and seconded, to approve \$112,992.09 MacKay Sposito NW Lake Road and NW Sierra Street Intersection Improvements PSA Amendment No. 3. The motion passed.

Roll Call Vote:

Elzingre - Y
Nohr - Y

Meeting minutes created by Alicia Stevens.

Boerke - Y
Senescu - N
Hein - Y
Svilarich - Y
Lewallen - N

PUBLIC COMMENTS

Margaret Tweet, Camas, commented about CTRAN.

Darcy Smith, Camas, commented about CTRAN and Well 13.

NON-AGENDA ITEMS

8. Staff

9. Council

Nohr commented about public comments during Council meetings.

Senescu agreed with Council Member Nohr.

Boerke thanked citizens for coming and providing comments.

Hein commented about CTRAN and Complete Streets.

CLOSE OF MEETING

The meeting closed at 7:48 p.m.



City Council Workshop Minutes - Draft
Tuesday, September 02, 2025, 4:30 PM
Council Chambers, 616 NE 4th AVE

NOTE: Please see the published Agenda Packet for all item file attachments

CALL TO ORDER

Mayor Hogan called the meeting to order at 4:30 p.m.

ROLL CALL

Present: Council Members Marilyn Boerke, Martin Elzingre, Tim Hein, Leslie Lewallen, John Nohr, Jennifer Senescu and John Svilarich

Staff: Sydney Baker, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Michelle Jackson, Tina Jones, Robert Maul, Alan Peters, Doug Quinn, Bryan Rachal, Alicia Stevens, Connie Urquhart and Chris Witkowski

Press: No one from the press was present.

PUBLIC COMMENTS

Natalie Lyons, Camas, commented about the Fugitive game in Camas.

WORKSHOP TOPICS

1. CTRAN 2045
Presenter: Jay Housgard, CTRAN

This item was for Council's information only.
2. Water Safety Committee Update
Presenter: Council Member Tim Hein

This item was for Council's information only.
3. Code of Conduct
Presenter: Council Member Tim Hein and Council Member Marilyn Boerke

This item was for Council's information only. Discussion ensued.
4. Staff Miscellaneous Updates
Presenter: Doug Quinn, City Administrator

Witkowski invited citizens and Council to the Walk and Roll event put on by the Parks and Recreation department.

Jones informed Council about a task force Camas Police Department participated in.

Jackson provided an update on the phone system update.

PUBLIC COMMENTS

No one from the public wished to speak.

COUNCIL COMMENTS AND REPORTS

Svilarich attended the LSD Temple Groundbreaking.

Nohr attended a (Law Enforcement Officers' and Fire Fighters' Retirement System) LEOFF meeting. Nohr commented about a news story about Camas and a story regarding the City of Camas's stance on CTRAN.

Hein attended a CTRAN meeting and provided updates. Hein provided an update about Crown Park. Hein commented about recognizing Camas business and buying local.

Boerke commented about citizen comments on the RV Ordinance and the Camas Mill property. Boerke commented about the upcoming First Friday in Camas, the Camas Art and Wine Walk and the DCA Volunteer Picnic.

CLOSE OF MEETING

The meeting closed at 6:19 p.m.



Staff Report

September 15, 2025-Council Regular Meeting-Consent Agenda

Axon Contract Early Renewal
 Presenter: Tina Jones, Chief of Police
 Time Estimate: 5 minutes

Phone	Email
360.817.1502	tjones@cityofcamas.us

BACKGROUND: In 2021, the Washington State Legislature passed a new police reform law that mandated law enforcement interrogations of juveniles and adults be recorded in many situations and those recordings are required to be maintained for several years. City Council approved a 5-year contract for Axon body-worn camera and tasers, along with the redaction software and data storage services. This contract ends December 31, 2026.

There is an opportunity to renew the contract one year early and add two functions, which will result in future cost savings compared to renewing once the contract is up. This contract renewal would add body-worn camera Redaction Assistant technology (new AI assisted technology), which will assist the Records Division to be more efficient with public records requests and meet state law required redactions. The other function is the Community Request tool, which will streamline our patrol and investigative workload and provide better service to the community by providing a direct link for community members to share photographs and videos with our team.

SUMMARY: The Axon body-worn cameras and Tasers provide huge benefits to our team and the community by providing transparency to police interactions with the public, providing a less-lethal option in situations where force may be required, and lower the overall risk liability to the city. The technology continues to evolve rapidly and there is an opportunity to upgrade some of the features and renew the Axon contract to provide future savings versus waiting and paying more once the contract is up.

Redaction Assistant

With the advent of body-worn camera footage has come an increase in the number of public records requests for video. There are laws that restrict what video and audio is releasable to the public, for example, images of juveniles and their voices must be redacted. Currently, our Records Division staff has to watch videos from beginning to end to identify where redactions are required, then do a frame-by-frame redactions, then watch the video again to make sure all of the appropriate redactions were made. This is a time consuming and tedious process. One event has, on average, three body-camera

videos to redact and these events can be several minutes or several hours in length for each video.

Axon has developed new technology that utilizes artificial intelligence to search a video file for specific items to redact. These redactions can be selected by type and ran in the background while other work is being done by the records clerk. An email from the Axon system is sent to the records clerk alerting them once the redaction identifications are done. The records clerk then reviews the items identified by the AI review and verifies which ones are relevant by accepting the correct ones, then applies the approval. The records clerk then watches the video to make sure the appropriate redactions are complete. A video on how to use the Redaction Assistant can be located here: https://myaxon.com/s/article/Using-Redaction-Assistant?language=en_US (Note-there are more redaction options now than when this video was created).

Our team is participating in a 30-day trial of the Redaction Assistant program and has experienced time savings by utilizing the tool. Without a lot of experience with the program yet, our records staff clerk handling body-worn camera redactions estimated the time spent on redactions was reduced by 25% for most cases and reduced by 50% for Driving Under the Influence videos. Each case is unique, and some calls may have multiple officers on them, which means several videos to redact. Without more concrete data, it is difficult to pinpoint exactly how much time will be saved but early indicators show reductions of 25-50% time spent would be significant when compounded over hundreds of videos annually.

We anticipate having 284 body-worn camera videos to redact in 2025 based upon current trends. To fulfill public records requests for these videos can take hours and sometimes days for just one request. Increasing the efficiency of our Records Division will help provide information to the public sooner, assist with identifying items that should be redacted to decrease liability, and help free our team members up for other important tasks.

Community Request

Currently, when our officers respond to calls for service, they encounter community members who have photographs or video evidence to share. The officers request for the video and photographic evidence to be emailed or put on a storage device, then the officers must come to the office to upload the material to the evidence portal, which takes them off the street. This is not a modern or efficient way of conducting business with this important evidence.

The Community Request feature will allow our officers and investigators to share a QR code and/or link with a community member so the evidence can be uploaded directly. Once the evidence is uploaded, the investigator will get notice and can log into the system to verify the evidence before it is officially added to the case evidence file. This is a quicker process than what is currently happening.

This new system provides several benefits. First, it helps free up our officers from having to come back to the office to download video and photographic files, then uploading them to the evidence system. Second, it reduces the number of public records related to a file, which requires attention and retention, since it will cut down on the number of emails and texts with evidence an officer receives. Finally, it provides more modern and streamlined services to our community members, which they come to expect in a digital age.

Additionally, if we had a major event, we could create an event QR code and link and send that in a press release to the public and media and anyone with evidence can directly upload it to our system. This will generate an alert to the investigators and provide tips and evidence more quickly to our investigators. This can increase safety for the community if we are more quickly able to identify and apprehend dangerous criminals.

Taser

We have decided to continue with the current Taser platform we have been using based upon the features it provides and our team member's familiarity with the device. The contract renewal indicates continuing with the same platform and supporting equipment.

BENEFITS TO THE COMMUNITY: The community continues to benefit with our modernization of tools that help us to be more efficient, accountable, transparent and continue to provide excellent customer service. There are several benefits to our community, including:

- Decreased time to fulfill public records requests for body-camera videos,
- Increased efficiencies for the Records Division so the team can handle other tasks, some of which involve the public,
- More streamlined process to provide video and photographic evidence to investigators,
- Enhanced ability for investigators to get evidence quickly and identify and apprehend criminals, which can increase public safety,
- Continued transparency for police interactions,
- Continued capacity to have officers equipped with an important less-lethal tool for force interactions.

STRATEGIC PLAN: The renewal and update to the Axon contract is aligned with the following Strategic Plan Goals:

- Safe and Accessible Community-Body-camera tools increase transparency and support case prosecution by providing critical evidence, which increases public safety. Increasing capacity for leads from video and photographic evidence from the public increases public safety by helping speed up investigations and apprehensions. Having less-lethal options when force is necessary increases

safety for everyone. Freeing up officer time from administrative tasks increases public safety by having them more readily available in the field for calls for service.

- Stewardship of City Assets-Providing more accurate and quicker redactions to public records requests reduces financial liability to the city. Having less lethal options for use of force situations decreases financial liability for the city.
- Engaged Workforce-Providing tools to streamline work processes and improve public service has a positive impact on employee morale.

POTENTIAL CHALLENGES: There will be some training involved with our staff to make them familiar with the new tools. For the trial of the Redaction Assistant, we have learned it is intuitive and simple to navigate so the training should be less time consuming than what is currently happening without the tool. We will create a training bulletin for our commissioned staff to teach them how to generate the QR codes and links for evidence sharing.

BUDGET IMPACT: There is a slight increase in fees for 2025 and 2026 from the original contract, but by renewing a year early, there is an overall budget savings over the course of the contract versus waiting until the contract expires. The following additional impacts will be seen:

- 2025-increase of \$1,350 for the year from the current contract rate. This includes the addition of the two new tools and accounts for \$19,917 in credits provided with the early renewal.
- 2026-2029-\$82,323 per year. This is an increase for the 2026 allocated budget of \$19,220 for the year.

If we wait to renew until the end of 2026, we will pay for the annual increase in fees for 2026 and 2027, which usually is about 8-10% for Axon services upon renewal. With the early renewal, the contract is \$76,459.62 annually starting in 2026 (pre-tax) versus an estimated \$83,758.17 annually (pre-tax). **This is a savings of \$53,413 over the course of the contract if we renew early versus wait to renew.**

The Finance Committee reviewed the information in the August 21 meeting and was in support of adding this to a Consent Agenda for City Council. The contract retains a clause about termination by either party as previously included (page 4 of the contract).

The Finance Director has been consulted and there are identified funds in the General Fund to cover the increases for 2025 and 2026.

RECOMMENDATION: It is recommended for Council to approve the Mayor to sign an early renewal of the Axon contract.



Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-714723-4 Item 3.

Issued: 08/27/2025

Quote Expiration: 09/26/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 109447

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Camas Police Dept. - WA 2100 NE 3rd Ave Camas, WA 98607-1735 USA	Camas Police Dept. - WA 2100 NE 3rd Ave Camas WA 98607-1735 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Alex Aguilar Phone: (253) 389-2615 Email: alaguilar@axon.com Fax:	Tina Jones Phone: 3608171502 Email: tjones@cityofcamas.us Fax: (360) 834-0505

Quote Summary

Program Length	60 Months
TOTAL COST	\$365,427.88
ESTIMATED TOTAL W/ TAX	\$393,299.09

Discount Summary

Average Savings Per Year	\$24,653.48
TOTAL SAVINGS	\$123,267.40

Payment Summary

Item 3.

Date	Subtotal	Tax	Total
Oct 2025	\$59,589.40	\$4,413.61	\$64,003.01
Oct 2026	\$76,459.62	\$5,864.45	\$82,324.07
Oct 2027	\$76,459.62	\$5,864.45	\$82,324.07
Oct 2028	\$76,459.62	\$5,864.45	\$82,324.07
Oct 2029	\$76,459.62	\$5,864.25	\$82,323.87
Total	\$365,427.88	\$27,871.21	\$393,299.09

Quote Unbundled Price:

\$488, Item 3.

Quote List Price:

\$415,661.00

Quote Subtotal:

\$365,427.88

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100552	TRANSFER CREDIT - GOODS	1			\$1.00	(\$18,340.66)	(\$18,340.66)	(\$1,577.30)	(\$19,917.96)
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	\$1,470.44	\$1,470.44	\$126.46	\$1,596.90
BWCUwTAP	BWC Unlimited with TAP	30	60	\$131.98	\$99.66	\$99.66	\$179,388.00	\$12,257.38	\$191,645.38
C00018	BUNDLE - TASER 7 CERTIFICATION	30	60	\$88.41	\$80.16	\$70.74	\$127,332.00	\$10,941.12	\$138,273.12
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	60		\$5.42	\$0.00	\$0.00	\$0.00	\$0.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	95	60		\$0.81	\$0.00	\$0.00	\$0.00	\$0.00
73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	60		\$0.81	\$0.81	\$4,374.00	\$0.00	\$4,374.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	60		\$10.85	\$9.73	\$17,519.10	\$1,506.64	\$19,025.74
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	60		\$10.85	\$10.85	\$19,530.00	\$1,679.58	\$21,209.58
73618	AXON COMMUNITY REQUEST	30	60		\$10.85	\$10.85	\$19,530.00	\$1,679.58	\$21,209.58
ProLicense	Pro License Bundle	5	60		\$48.82	\$48.75	\$14,625.00	\$1,257.75	\$15,882.75
Total							\$365,427.88	\$27,871.21	\$393,299.09

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	30	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	20008	AXON TASER 7 - HANDLE - HIGH VIS GRN LASER CLASS 3R YLW	1	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	36	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	20063	AXON TASER 7 - HOLSTER - SAFARILAND RH	30	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	150	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	150	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	60	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	60	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22179	AXON TASER 7 - CARTRIDGE - INERT STANDOFF (3.5-DEGREE) NS	30	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22181	AXON TASER 7 - CARTRIDGE - INERT CLOSE QUART (12-DEGREE) NS	30	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 7 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2025
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	60	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	60	1	10/01/2026
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	60	1	10/01/2027
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	60	1	10/01/2027
BUNDLE - TASER 7 CERTIFICATION	22177	AXON TASER 7 - CARTRIDGE - HALT STANDOFF NS	60	1	10/01/2027
BUNDLE - TASER 7 CERTIFICATION	22178	AXON TASER 7 - CARTRIDGE - HALT CLOSE QUART NS	60	1	10/01/2027
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	1	03/31/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	03/31/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	60	1	10/01/2028
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	60	1	10/01/2028
BUNDLE - TASER 7 CERTIFICATION	22175	AXON TASER 7 - CARTRIDGE - LIVE STANDOFF (3.5-DEGREE) NS	60	1	10/01/2029
BUNDLE - TASER 7 CERTIFICATION	22176	AXON TASER 7 - CARTRIDGE - LIVE CLOSE QUART (12-DEGREE) NS	60	1	10/01/2029
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	1	10/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	10/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 7 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	30	11/01/2025	10/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	30	11/01/2025	10/31/2030
BUNDLE - TASER 7 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	11/01/2025	10/31/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	11/01/2025	10/31/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	15	11/01/2025	10/31/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	5	11/01/2025	10/31/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	11/01/2025	10/31/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	11/01/2025	10/31/2030
A la Carte	73618	AXON COMMUNITY REQUEST	30	11/01/2025	10/31/2030
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	11/01/2025	10/31/2030
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	11/01/2025	10/31/2030
A la Carte	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	95	11/01/2025	10/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 7 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - TASER 7 CERTIFICATION	20246	AXON TASER 7 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	30	11/01/2025	10/31/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	11/01/2025	10/31/2030
BUNDLE - TASER 7 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	36	10/01/2026	10/31/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	30	10/01/2026	10/31/2030
BUNDLE - TASER 7 CERTIFICATION	80395	AXON TASER 7 - EXT WARRANTY - HANDLE	1	10/01/2026	10/31/2030
BUNDLE - TASER 7 CERTIFICATION	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	10/01/2026	10/31/2030

Shipping Locations

Item 3.

Location Number	Street	City	State	Zip	Country
1	2100 NE 3rd Ave	Camas	WA	98607-1735	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100552	TRANSFER CREDIT - GOODS	1	(\$18,340.66)	(\$1,577.30)	(\$19,917.96)
Transfer Value	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	\$1,470.44	\$126.46	\$1,596.90
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$0.00	\$0.00	\$0.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,906.00	\$335.92	\$4,241.92
Year 1	73618	AXON COMMUNITY REQUEST	30	\$3,906.00	\$335.92	\$4,241.92
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,503.82	\$301.33	\$3,805.15
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	\$874.80	\$0.00	\$874.80
Year 1	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	95	\$0.00	\$0.00	\$0.00
Year 1	BWCUwTAP	BWC Unlimited with TAP	30	\$35,877.60	\$2,451.47	\$38,329.07
Year 1	C00018	BUNDLE - TASER 7 CERTIFICATION	30	\$25,466.40	\$2,188.26	\$27,654.66
Year 1	ProLicense	Pro License Bundle	5	\$2,925.00	\$251.55	\$3,176.55
Total				\$59,589.40	\$4,413.61	\$64,003.01

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$0.00	\$0.00	\$0.00
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,906.00	\$335.92	\$4,241.92
Year 2	73618	AXON COMMUNITY REQUEST	30	\$3,906.00	\$335.92	\$4,241.92
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,503.82	\$301.33	\$3,805.15
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	\$874.80	\$0.00	\$874.80
Year 2	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	95	\$0.00	\$0.00	\$0.00
Year 2	BWCUwTAP	BWC Unlimited with TAP	30	\$35,877.60	\$2,451.47	\$38,329.07
Year 2	C00018	BUNDLE - TASER 7 CERTIFICATION	30	\$25,466.40	\$2,188.26	\$27,654.66
Year 2	ProLicense	Pro License Bundle	5	\$2,925.00	\$251.55	\$3,176.55
Total				\$76,459.62	\$5,864.45	\$82,324.07

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$0.00	\$0.00	\$0.00
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,906.00	\$335.92	\$4,241.92
Year 3	73618	AXON COMMUNITY REQUEST	30	\$3,906.00	\$335.92	\$4,241.92
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,503.82	\$301.33	\$3,805.15
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	\$874.80	\$0.00	\$874.80
Year 3	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	95	\$0.00	\$0.00	\$0.00
Year 3	BWCUwTAP	BWC Unlimited with TAP	30	\$35,877.60	\$2,451.47	\$38,329.07
Year 3	C00018	BUNDLE - TASER 7 CERTIFICATION	30	\$25,466.40	\$2,188.26	\$27,654.66
Year 3	ProLicense	Pro License Bundle	5	\$2,925.00	\$251.55	\$3,176.55
Total				\$76,459.62	\$5,864.45	\$82,324.07

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$0.00	\$0.00	\$0.00
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,906.00	\$335.92	\$4,241.92
Year 4	73618	AXON COMMUNITY REQUEST	30	\$3,906.00	\$335.92	\$4,241.92
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,503.82	\$301.33	\$3,805.15
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	\$874.80	\$0.00	\$874.80
Year 4	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	95	\$0.00	\$0.00	\$0.00
Year 4	BWCUwTAP	BWC Unlimited with TAP	30	\$35,877.60	\$2,451.47	\$38,329.07
Year 4	C00018	BUNDLE - TASER 7 CERTIFICATION	30	\$25,466.40	\$2,188.26	\$27,654.66
Year 4	ProLicense	Pro License Bundle	5	\$2,925.00	\$251.55	\$3,176.55
Total				\$76,459.62	\$5,864.45	\$82,324.07

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	30	\$0.00	\$0.00	\$0.00
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	30	\$3,906.00	\$335.90	\$4,241.90
Year 5	73618	AXON COMMUNITY REQUEST	30	\$3,906.00	\$335.90	\$4,241.90
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	30	\$3,503.82	\$301.32	\$3,805.14
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	90	\$874.80	\$0.00	\$874.80
Year 5	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	95	\$0.00	\$0.00	\$0.00
Year 5	BWCUwTAP	BWC Unlimited with TAP	30	\$35,877.60	\$2,451.50	\$38,329.10
Year 5	C00018	BUNDLE - TASER 7 CERTIFICATION	30	\$25,466.40	\$2,188.08	\$27,654.48
Year 5	ProLicense	Pro License Bundle	5	\$2,925.00	\$251.55	\$3,176.55
Total				\$76,459.62	\$5,864.25	\$82,323.87

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):
Q-329990, Q-376953, Q-543492, Q-573541, Q-594628

Agency is terminating those contracts effective 11/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -\$16,870.22

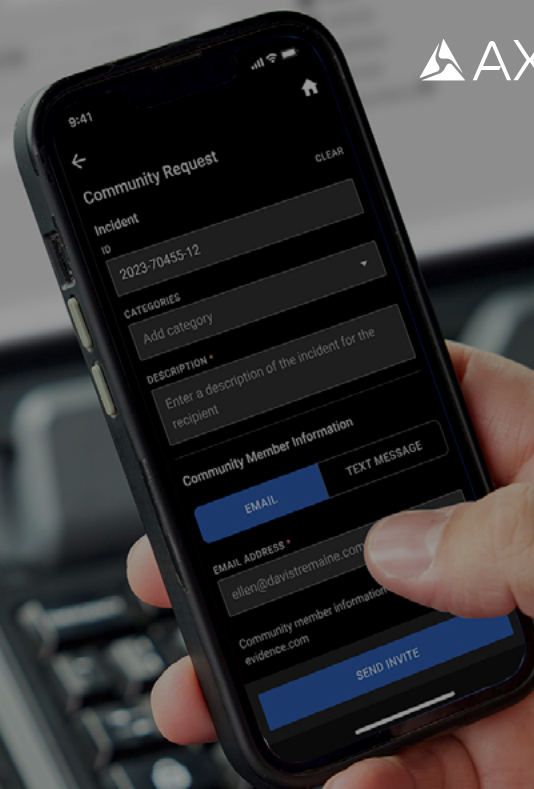
Signature

Date Signed

8/27/2025



AXON COMMUNITY REQUEST: 1:1 INVITES



STREAMLINE DIGITAL EVIDENCE COLLECTION WITH 1:1 INVITES

Axon Community Request is changing the way officers collect evidence. With Community Request, officers can create 1:1 invites that expedite the collection of photos, videos and documents from. Evidence collected via 1:1 invite is immediately uploaded, tagged and categorized within Axon Evidence to maintain chain-of-custody. With Axon Community Request, your agency can quickly collect evidence without locally storing any data on mobile devices, thumb drives, or emails.

HOW IT WORKS



1
Officer creates the 1:1 invite from their mobile device or desktop.

2
Community member receives the invite via SMS or email and follows a secure link to upload relevant photos, videos, or documents.

3
Officer receives submission notification and evidence is auto-accepted or available for triage.

4
Evidence is uploaded and stored in Axon Evidence.



FEATURES AND BENEFITS

AUTOMATED REMINDERS

Drive high response rates from community members with automated SMS or email reminders.

ACCELERATE REVIEW PROCESSES

Easily accept or decline submissions, or simply auto-accept all evidence submissions.

VIRUS DETECTION

Protect your organization's infrastructure with automatic submission scanning and quarantine.

MOBILE AND DESKTOP USE

Create and triage all requests via your mobile device (iOS and Android) or desktop.

STREAMLINE STORAGE AND SHARING

Easily retain, manage and share collected evidence to partner agencies and prosecutors from the cloud.

PROTECT CHAIN-OF-CUSTODY

Once a request is generated, all actions are tracked and maintained in a robust audit trail that accompanies each piece of evidence for its lifespan.

SPECIFICATIONS

COMPATIBILITY

Axon app (iOS and Android)

Axon Capture app (iOS and Android)

Windows or MacOS computer

STORAGE

All evidence obtained via Community Request is automatically uploaded and stored in Axon Evidence.

Evidence collected via Community Request is first-party evidence and eligible for your unlimited storage program.

LANGUAGE

Available in multiple languages including English, Welsh, Spanish, French, Punjabi, Chinese and more.

UPLOAD METHOD

Any LTE or WiFi data connection.



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

- 1.1. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

- 1.2. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for

purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.****CUSTOMER:****Camas Police Department (WA)**

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
- 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
- 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

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

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

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- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.
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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
- 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
- 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

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

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer 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 Customer.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

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

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

CAMAS CITY COUNCIL PROFESSIONAL CODE OF CONDUCT

The Camas community is entitled to a fair, ethical and accountable local government. The general public should have full confidence that their elected and appointed officials:

- Are good stewards of the public's trust and committed to serving in the best interest of the Camas community;
- Comply with both the letter and spirit of the laws and policies affecting the operations of city government;
- Are independent, impartial and fair in their judgment and actions;
- Use their public office for the public good, not for personal gain; and
- Conduct public deliberations and processes openly, unless required by law to be confidential, in an atmosphere of respect and civility.

This document represents the Professional Code of Conduct for City Councilors. It describes core values: the traits and qualities that represent our highest priorities. These values are the fundamental forces that define our behavior. The Council has previously adopted by Resolution 20-003 a Code of Ethics policy which largely mirrors the state law requirements as well as a Resolution 23-008 which adopted a Civility and Belonging Agreement. Both Resolutions shall continue in full force and effect. The purpose of the Code of Conduct as set forth herein is to provide additional guiding principles as well as provide for certain measures to be utilized for enforcement as necessary.

As Councilors for the City of Camas, we are committed to these core values:

UNDERSTANDING THE COUNCIL ROLE

I understand that my role is to serve as policy maker – to represent the values, beliefs, and priorities of the Camas community while serving in the community's best interest. My responsibilities include developing and adopting a vision and goals for the city, and aligning plans, policies, agreements and budgets in furtherance of this vision.

I understand that the Mayor is responsible for undertaking and accomplishing the policy objectives of the council and for the day-to-day operations of the city. I will recognize that the Mayor and their staff have subject matter expertise, and utilize their knowledge and experience to guide and inform decision-making. I will strive to be informed about the issues facing the city and be prepared to ask questions of staff and colleagues. To that end, I will endeavor to engage with staff during Council meetings in a respectful manner and, to the extent possible, provide advance notice to staff of anticipated questions to be raised during any meeting.

STEWARDSHIP AND PUBLIC TRUST

I understand that public trust is the cornerstone of a healthy city government and that a public office is a public trust. When elected, I was entrusted with public power by the people to be used only for their benefit and never for personal benefit. I further understand that public trust is not fixed, it can be improved or damaged and that stewardship of the public interest must be my primary concern. I will act to promote the public good and protect the public trust with: *humanity* by demonstrating

empathy and true care for the wants and needs of the Camas community, *transparency* by openly sharing information and inviting public engagement, *capability* by creating high-quality short and long-term plans, and *reliability* by delivery on promises – all the time - with competence and good intent.

- Making the Public feel welcome is an important part of the democratic process.
- In Meetings, Members should be welcoming to speakers and should address them with respect.
Members should not debate or engage in argument with Public Commenters.
- If needed, Members may ask the presider for a point of order.
- Questions by Members to the Public and Staff should seek to clarify or expand information, never to appear to challenge or belittle; and never engage in personal attacks of any kind, under any circumstances.

INTEGRITY

I will strive for integrity in the broadest sense to guide my actions in all decisions and relationships, including those with constituents, employees and other Councilors. I will demonstrate sound moral and ethical principles on a daily basis. I will tell the full truth, keep promises, and will avoid misrepresenting facts..

To that end:

- Except as required by law, I will not disclose or use privileged, confidential or propriety information obtained in executive session or otherwise in the course of duties.
- I will refrain from creating an appearance of impropriety in my actions and decisions. I will not use my official position to influence council decisions in which I have a material financial interest, an organizational responsibility or personal relationship which may give the appearance of a conflict of interest, or a strong personal bias.
- I will not use my political position to advance private interests.
- I will not use my position or City resources for personal, family, or financial gain.
- I will ensure that the public interest comes first, and that I do not advance my personal interests at the expense of the public.
- I will respect the will of the majority on Council decisions.

PROFESSIONALISM AND RESPECT

Members should refrain from publicly criticizing a Staff individual and concerns about the performance of the individual should not be directly voiced in public or to the individual directly. Comments about Staff performance are to be directed to the Administrator and kept private and vice versa.

ACCOUNTABILITY AND RESPONSIBILITY

Personal accountability is the basis of my commitment to the community. I will strive to meet or exceed expectations; accept responsibility for my behavior and disclose the results in a transparent manner. I will have the courage to admit mistakes and the limitations of my knowledge and to take responsibility to find solutions.

Members should keep in mind any communication is treated as public communication.

Be mindful in conversations to clarify when Members are stating their own opinions, versus when it is the opinion of Council as a whole.

EFFECTIVE MEETINGS

Effective open public meetings are central to democratic-republic decision-making. I will prepare in advance to assure meetings are organized, questions and discussions are focused, and good decisions can be made. I will adhere to meeting protocols and processes. I will honor the public's participation and use public meetings for information sharing and decision-making. I will be respectful of other Councilors, the public and everyone's time.

It is the responsibility of the Presider to keep the comments of the Members germane during all Meetings. Members will honor the efforts of the Presider to focus discussions on current items. If there is a disagreement about the agenda or the Presider's actions, those objections should be voiced politely and with reason, following a procedure consistent with parliamentary process.

VIOLATIONS

Any Councilmember who has information that a Councilmember may have violated the Code of Conduct shall provide that information in writing to the City Council and the Mayor. Complaints should be of such substance as to justify the opening of the proceedings as provided and not be used for the purpose of harassment or to unjustifiably delay Council consideration of City matters. The written complaint must be based substantially upon the personal knowledge of the complainant and signed by the person filing the complaint. No action will be taken on any complaint which is filed later than 30 days after knowledge of violation of the Code of Conduct is alleged to have occurred.

Upon receipt of the complaint, the Mayor shall provide it to the City Attorney. The City Attorney shall promptly review the information, and in writing determine whether the complaint, on its face, alleges facts that, if true, would substantiate a violation of the Code of Conduct, and provide information to Council within 30 days. The City Attorney may advise referral to an outside agency or legal counsel for such determination in their discretion, resulting in the 30 day timeline not being met. The City Attorney will then present this issue to the Council for an extension. If such a determination is made, then the Mayor and City Attorney or other agency/counsel shall jointly gather all information necessary for the City Council to determine whether a violation has occurred.

Within 30 days of receipt of the information from the Mayor, Council will determine, by majority vote, whether a violation has occurred. The accused member of City Council does not vote on any

matter involving that member. Deliberation by the Council may be in executive session; however, upon request of the person complained against, the meeting shall be open to the public.

In the event that the City Council members agree that one or more violations occurred, the City Council will determine, by majority vote whether any of the following actions, taking into account the seriousness of the offense and/or the degree to which the offense has caused the City or Council to be held in disrepute, should be taken to assure that the violation does not recur. Please note the following sanctions should be prepared in conjunction with the City Attorney.

(i) Admonition. An admonition shall be a verbal nonpublic statement made to the individual by the Mayor Pro Tem as the ranking member of the Council with the City Attorney in attendance.

(ii) Reprimand. A reprimand shall be administered to the individual by letter. The letter shall be approved and signed by the City Council. The action of the City Council shall be final and not subject to further review.

(iii) Censure. A censure is a measure governed by Robert's Rules of Order and shall be a written statement administered personally to the individual as follows:

- Council will provide notice of at least 20 days for the individual to appear at a specific time and place to receive the censure. The notice shall include a copy of the proposed censure.
- Within five days of receipt of the notice, the individual may file a request for review of the content of the censure and request revisions. The City Council shall review the proposed censure and determine whether or not any revisions should be made. The action of the City Council shall be final and not subject to further review. If no such request is received, the censure shall be administered at the time and place set.
- The censure shall be given publicly, and the individual shall not make a statement for any reason. A censure shall be deemed administered at the time it is scheduled whether or not the individual appears.

2025 Citizen Appointments

Item 6.

Board/ Committee/ Commission	Term	Full Name	Appointment	Term Expiration
Civil Service Commission	6 Years	Paul McBride	Appointment to Vacant Position	12/31/2026