AGENDA 4:30 P.M.

CITY COUNCIL MEETING TUESDAY, AUGUST 26, 2025

NOTES:

- Public Forum:
  Comments are generally limited to **3 minutes**.
- Consent Items:
  Items listed under Consent Items have been distributed to Council Members in advance for study and will be enacted by one motion. Any member of the Council, staff or the public may remove an item from the Consent Items for discussion. For additional information on pulling a Consent Item, please contact the City Clerk's Office staff, preferably in advance of the Call to Order. Items removed from the Consent Items may be acted upon before proceeding to the next agenda item.
- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least two (2) business days in advance.
- City Council Meeting Agenda Packets are available on the City's website at:

www.SedonaAZ.gov

THE MEETING CAN BE VIEWED LIVE ON THE CITY'S WEBSITE AT WWW.SEDONAAZ.GOV OR ON CABLE CHANNEL 4.

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the City Council on a particular subject scheduled on the agenda.
- This is not a question/answer session.
- No disruptive behavior or profane language will be allowed.

PROCEDURES:

- Fill out a "Comment Card" and deliver it to the City Clerk.
- When recognized, use the podium/ microphone.
- State your:
  1. Name and
  2. City of Residence
- Limit comments to **3 MINUTES.**
- Submit written comments to the City Clerk.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE/MOMENT OF SILENCE

2. ROLL CALL

3. CONSENT ITEMS - APPROVE

LINK TO DOCUMENT =

a. Minutes - July 28, 2025 City Council Special Meeting.
b. Minutes - August 12 , 2025 City Council Special Meeting - Executive Session.
c. Minutes - August 12, 2025 City Council Regular Meeting.
d. Minutes - August 13, 2025 City Council Special Meeting.
e. AB 3248 Approval of a Final Plat for Bowers Subdivision, to subdivide ±2.65 acres into a 4-unit single family subdivision at 741 Forest Road. The property is zoned Single Family Residential (RS-18) and is located northwest of the intersection of State Route 89A and Brewer Road. APN: 401-38-012. Owner/Applicant: 741 Forest Road LLC (David Bowers) Case Number: PZ21-00020 (SUB).

4. APPOINTMENTS - None

5. SUMMARY OF CURRENT EVENTS BY MAYOR/COUNCILORS/CITY MANAGER & COUNCIL ASSIGNMENTS

a. Executive Session Report.

6. PUBLIC FORUM

(This is the time for the public to comment on any issue within the jurisdiction of City Council not listed on the agenda. The City Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.)

7. PROCLAMATIONS, RECOGNITIONS & AWARDS - None.

8. REGULAR BUSINESS

a. AB 3250 **Public hearing/presentation/discussion** regarding the City of Sedona Development Impact Fee Audit Report for Fiscal Years 2022-23 and 2023-24.
b. AB 3251 **Discussion/possible action** for the City to apply and serve as the sponsor for the U.S. Forest Service's Arizona State Parks' Off-Highway Vehicle (OHV) Recreation Fund competitive grant program application for the Broken Arrow Trailhead Redesign Project.
c. AB 3245 **Discussion/possible action** for the approval of a Linking Agreement with Axon Enterprise, Inc., for the purchase of police tasers, patrol car cameras, body worn cameras and related hardware/software in the amount of $1,199,393.15.
d. AB 3252 **Discussion/possible action** regarding approval of a contract with Abdo Financial Solutions in the amount of $323,000 to provide implementation consulting, project management and staff augmentation during the implementation of the City's new Enterprise Resource Planning (ERP) software.

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

Note: Pursuant to A.R.S. § 38-431.02 notice is hereby given to the members of the City Council and to the general public that the Council will hold the above open meeting. Members of the City Council will attend either in person or by telephone, video, or internet communications. The Council may vote to go into executive session on any agenda item, pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation for legal advice with the City Attorney. Because various other commissions, committees and/or boards may speak at Council meetings, notice is also given that a quorum of members of these other City commissions, boards, or committees may be in attendance.

A copy of the packet with materials relating to the agenda items is typically available for review by the public in the Clerk's office after 1:00 p.m. the Thursday prior to the Council meeting and on the City's website at www.SedonaAZ.gov. The Council Chambers is accessible to people with disabilities, in compliance with the Federal 504 and ADA laws. Those with needs for special typeface print, may request these at the Clerk's Office. All requests should be made **forty-eight hours** prior to the meeting.

NOTICE TO PARENTS AND LEGAL GUARDIANS: Parents and legal guardians have the right to consent before the City of Sedona makes a video or voice recording of a minor child, pursuant to A.R.S. § 1-602(A)(9). The Sedona City Council meetings are recorded and may be viewed on the City of Sedona website. If you permit your child to attend/participate in a televised City Council meeting, a recording will be made. You may exercise your right not to consent by not allowing your child to attend/participate in the meeting.

Page 2, City Council Meeting Agenda Continued

e. AB 3187 **Discussion/possible action** regarding approval of award RFP No. 24-008, for the Software and Implementation of an Enterprise Resource Planning (ERP) System, to Tyler Technologies, Inc. for a 5-year term in an amount not- to-exceed $1,530,663.00.

f. AB 3066 **Discussion/possible action** regarding future meeting/agenda items.

9. EXECUTIVE SESSION

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

10. ADJOURNMENT

Posted: 08/14/25

By: DJ

_____

JoAnne Cook, CMC,City Clerk

CITY COUNCIL CHAMBERS
102 ROADRUNNER DRIVE, SEDONA, AZ

The mission of the City of Sedona government is to provide exemplary municipal services that are consistent with our values, history, culture and unique beauty.

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Monday, July 28, 2025, 12:00 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 12:01 p.m.

2. Roll Call

Roll Call: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Kathy Kinsella, Councilor Melissa Dunn, and Councilor Derek Pfaff. Councilor Brian Fultz and Councilor Pete Furman were absent and excused.

Staff in attendance: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Communications and Tourism Director Lauren Browne, Tourism Manager Andrew Grossmann, Marketing Manager Rob MacMullan, Special Initiatives Coordinator Kegan Hall, Director of Financial Services Barbara Whitehorn and Deputy City Clerk Marcy Garner.

3. Special Business

a. AB 3247 Discussion/possible action of a contract amendment for Day Vengley & Associates dba DVA to amend the scope and increase compensation in an amount not to exceed $60,000 for marketing services related to extra money for the Summer destination marketing campaign.

Presentation by Lauren Browne and Andrew Grossmann. President and CEO of the Greater Sedona Chamber of Commerce & Tourism Bureau David Key and Tourism Advisory Board Member Bob Pifke were available to answer questions.

Questions and comments by City Council throughout the presentation.

Opened to the public at 12:30 p.m.

The following spoke in support of the item AB 3247:

Mary Leas, Sedona, Thomas Wisbey, Village of Oak Creek, David Key, Sedona, and President & CEO of Sedona Chamber of Commerce.

Brought back to Council at 12:39 p.m.

Questions and comments from Council.

Motion: Councilor Dunn moved to approve Amendment #3 to the Professional Services Agreement with Day Vengley & Associates dba DVA to amend the scope and increase compensation in an amount not to exceed $60,000 for marketing services for a new total contract value not to exceed $1,007,000. Seconded by Vice Mayor Ploog. Vote: Motion passed with Five (5) in favor (Jablow, Ploog, Dunn, Kinsella, Pfaff) and zero (0) opposed.

b. Discussion/possible action regarding ideas for future meetings/agenda items – None.

4. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

No executive session held.

5. Adjournment

Mayor Jablow adjourned the meeting at 12:45 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on July 28, 2025.

_____ _____

Marcy Garner, Deputy City Clerk Date

Action Minutes
Special City Council Meeting
Sedona City Hall, Council Chambers
102 Roadrunner Drive, Sedona, Arizona
Tuesday, August 12, 2025, 1:30 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 1:31 p.m.

2. Roll Call

Council Present: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Derek Pfaff. Vice Mayor Ploog attended via Teams.

Staff Present item: City Manager Anette Spickard, City Attorney Kurt Christianson, Human Resources Manager Russ Martin, Communications Director Lauren Browne, and City Clerk JoAnne Cook.

3. Executive Session

Motion: Councilor Fultz moved to go into Executive Session at 1:33 p.m. Seconded by Councilor Pfaff. Motion carried with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, and Pfaff) and zero (0) opposed. Vice Mayor Ploog was not present for the vote; she entered the meeting at the start of the executive session.

Kurt Christianson gave the admonition.

a. Discussion and consultation for legal advice with its attorneys regarding elections, initiatives, referendums, and zoning laws, including Initiative I2026-01 Save the Cultural Park Preservation Act, and to consider the City's position and instruct its attorneys. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(3) & (4).

Human Resources Manager Russ Martin entered the meeting at 3:04 p.m.

City Manager Anette Spickard and Communications Director Lauren Browne left the meeting at 3:04 p.m.

b. Discussion and consideration of the employment, assignment, and appointment of the City Magistrate including review of applications and the interview process. This matter is brought in executive session pursuant to A.R.S. § 38-431.03(A)(1).

Vice Mayor Ploog left the meeting at 3:31 p.m.

Break at 3:31. Reconvened at 3:40 p.m.

c. Return to open session. Discussion/possible action regarding executive session items.

Reconvened in open session at 4:05 p.m.

Motion: Councilor Kinsella moved to direct legal counsel to move forward with direction given in executive session. Seconded by Councilor Dunn. Motion carried with six (6) in favor (Jablow, Dunn, Fultz, Furman, Kinsella, and Pfaff) and zero (0) opposed.

Adjournment

Mayor Jablow adjourned the meeting at 4:07 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 12, 2025.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Regular City Council Meeting
City Council Chambers, Sedona City Hall,
102 Roadrunner Drive, Sedona, Arizona
Tuesday, August 12, 2025, 4:30 p.m.

1. Call to Order/Pledge of Allegiance/Moment of Silence

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

Council Present: Mayor Scott Jablow, Melissa Dunn, Councilor Brian Fultz, Councilor Pete Furman, Councilor Kathy Kinsella, and Councilor Derek Pfaff. Vice Mayor Ploog was absent and excused.

Staff Present: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Assistant City Attorney Monique Coady, PD Commander Chris Dowell, Police Chief Stephanie Foley, Executive Assistant to the Police Chief Jessica Bryson, Public Works Director/City Engineer Kurt Harris, Assistant Director of Public Works Sandy Phillips, Public Relations Analyst Kegn Hall, Director of Community Development Steve Mertes, Planning Manager Cari Meyer, Associate Planner Hanako Ueda, Deputy City Clerk Marcy Garner, and City Clerk JoAnne Cook.

2. Roll Call

3. Consent Items

a. Minutes - July 8, 2025 City Council Special Meeting - Executive Session.
b. Minutes - July 8, 2025 City Council Regular Meeting.
c. Minutes - July 9, 2025 City Council Special Meeting.
d. Approval of Child Support Awareness Month Proclamation, August 2025.
e. AB 3238 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement (IGA) with the Coconino County Free Library District, with the Library District allocating approximately $391,267 annually to the Sedona Public Library, Inc. 501(c)(3) as directed by the City of Sedona for the Sedona Public Library.
f. AB 3217 Approval of an Ordinance amending Sedona City Code Title 6 (Animals), by adopting a new Chapter 6.20 (Wild or Exotic Animal Display or Performance).
g. AB 3242 Approval of a Resolution authorizing the execution of an Intergovernmental Agreement for Regional Emergency Operations Management and Disaster Services Between Yavapai County and the City of Sedona.
h. AB 3244 Approve acceptance of ownership of a portion of right-of-way known as Juniper Drive, between SR 89A and the Juniper Knolls subdivision currently owned by ADOT.
i. AB 3246 Approval of recommendation regarding a new Series 12 Restaurant, Liquor License for Wildcraft Kitchen, located at 321 Jordan Road (a(also known as 345 Jordan Road), Sedona, AZ (Job/Application #351955).

Mayor Jablow advised that item 3f AB 3217 would be pulled for public comment. Councilor Kinsella pulled item 3h AB 3244.

Motion: Councilor Kinsella moved to approve consent items with the exception of items 3e, and 3h. Seconded by Councilor Fultz. Vote: Motion passed with six (6) in favor (Jablow, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

The following spoke against item AB 3217 3f:

Opened to the public at 4:45.

The following spoke in opposition to the ordinance:

Derek Hill, Sedona, Seth Byerley, Sedona, Jacki Mahawey, Rimrock, James Faust, Sedona, Alan Abul-Haj, Sedona, Michael McAllister, Santan Valley, Tim Perry, Sedona.

Questions and comments from City Council.

Brought back to City Council at 5:00 p.m.

City Clerk JoAnne Cook advised there was an error made in the motion for the approval of the consent agenda.

Motion: Councilor Kinsella moved to rescind the previous motion. Seconded by Councilor Furman. Vote: Motion passed with six (6) in favor (Jablow, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

Motion: Councilor Kinsella moved to approve consent items 3a,3b,3c,3d,3e, 3g, and 3i. Seconded by Councilor Furman. Vote: Motion passed with six (6) in favor (Jablow, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

Comments and questions from City Council.

Motion: Councilor Kinsella moved to approve Ordinance 2025-08, amending Sedona City Code Title 6 (Animals), by adopting a new Chapter 6.20 (Wild or Exotic Animal Display or Performance consent item 3f. Seconded by Councilor Dunn. Vote: Motion passed with five (5) in favor (Jablow, Kinsella, Dunn, Fultz, Furman) and one (1) opposed (Pfaff).

Item AB 3244 3h-

Presentation by Director of Public Works/City Engineer Kurt Harris.

Motion: Councilor Kinsella moved to approve acceptance of a portion of right-of-way from ADOT, known as Juniper Drive, between SR 89A and Juniper Knolls subdivision, directing the City Manager to sign the ADOT Waiver for approval/acceptance. Seconded by Councilor Fultz . Vote: Motion passed with six (6) in favor (Jablow, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

4. Appointments - None.

5. Summary of Current Events by Mayor/Councilors/City Manager & Council Assignments

Mayor Jablow – Supporting the Arizona Water Company SIP Smart Sedona initiative along with Yavapai County Supervisor Nikki Check. The voluntary program encourages restaurants not to provide water at tables unless requested by patrons.

Councilor Dunn- Community Library Sedona is having a fundraiser September 28 at 4:00

p.m. at the Sedona Performing Arts Center. Grammy winner, Allison Brown Quartet will be performing. Tickets will go on sale next week.

Councilor Fultz- Northern Arizona Council of Governments is in the midst of their Community Block Development Grant process for distributions; more information to come at future date.

Councilor Pfaff- Sedona Recycles fundraiser for a new baler. All interested reach out to Sedona Recycles to donate, Sedona Recycles.

a. Executive Session Report

Kurt Christianson advised that City Council directed legal counsel to proceed with direction given in executive session.

6. Public Forum

Opened to the public at 5:26 p.m.

Douglas Fitzpatrick, Village of Oak Creek, spoke regarding submission for a proposed agenda item that was not placed on a future agenda. The Mayor addressed the comments made regarding himself.

Tim Perry, Sedona, spoke in opposition to the city panhandling signs.

Brought back to City Council at 5:31 p.m.

7. Proclamations, Recognitions & Awards - None.

8. Regular Business

a. AB 3222 Discussion/possible action regarding a Resolution approving Development Agreement with Dutchman's Cove, LLC for construction of a 99-year public shared-use path in exchange for lot-line and easement adjustments and a City contribution of $140,000 at the proposed Ambiente Creekside development.

Presentation by Attorney Stephe W. Polk, Esq. of Boyle, Pecharich, Cline, Whittington & Stallings, P.L.L.C. , Developer Mike Stephenson, Jennifer May, and City Attorney Kurt Christianson.

Questions and comments from City Council.

Motion: Councilor Pfaff moved to go into executive session for legal advice on item 8a at 6:19 p.m. Seconded by Councilor Furman. Vote: Motion passed with six (6) in favor (Jablow, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

Reconvened in open session at 6:38 p.m.

Opened to the public at 6:40 p.m.

The following spoke in opposition of the development:

Mary Wagner, Phoenix/Sedona, Lauren Thomas, Scottsdale/Sedona, and Nancy Robb Dunst, Sedona, Tim Perry, Sedona.

Lars Romig, Sedona, spoke in favor of the development.

Mike McCarthy, Scottsdale/Sedona voiced concerns about the possibility of potential flooding if a bridge is built.

Brought back to City Council at 6:56 p.m.

Councilor Kinsella stated her earlier question was for clarification purposes.

Comments from City Council.

Motion: Councilor Dunn moved to approve Resolution 2025-14, approving the Development Agreement with Dutchman's Cove, LLC for the construction of a public shared-use path in the amount of $140,000, subject to approval of the written agreement by the City Attorney's Office. Seconded by Councilor Furman. Vote: Motion passed with six (6) in favor (Jablow, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

Break at 7:05 p.m. Reconvened at 7:23 p.m.

b. AB 3243 Discussion/possible action for approval of the City's ("Local Agency") contribution to ADOT regarding the construction of SIM11Q – Shelby Drive Shared-Use Path, IGA 24-0009899-I. The City's contribution is estimated to be approximately $1,000,000.

Presentation by Sandy Phillips, Kurt Harris, and Hanako Ueda.

Questions and comments from City Council.

Opened to the public at 7:54 p.m.

Tim Perry, Sedona, spoke in opposition of this project.

Lars Romig, Sedona, spoke in favor of this project and voiced concerns with bicycles on the Path.

Brought back to City Council at 8:00 p.m.

Comments from City Council.

Motion: Councilor Dunn moved to approve the City's contribution to ADOT regarding the construction of SIM11Q – Shelby Drive Shared-Use Path, per IGA 24-0009899-I. The City's contribution is estimated to be approximately $1,000,000. Seconded by Councilor Furman. Vote: Motion passed with six (6) in favor (Jablow, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

c. AB 3066 Discussion/possible action regarding future meeting/agenda items.

Mayor Jablow Councilor Fultz advised that he pulled up a communication received from Mr. Fitzpatrick and stated that he is not supportive of putting the item of on a future Council agenda as the topic falls outside of the City's jurisdiction. Unanimously, Council agreed with Councilor Fultz.

9. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

Motion: Councilor Pfaff moved to go into executive session for legal advice on item 8a at 6:19 p.m. Seconded by Councilor Furman. Vote: Motion passed with six (6) in favor (Jablow, Kinsella, Dunn, Fultz, Furman, Pfaff) and zero (0) opposed.

Reconvened in open session at 6:38 p.m.

b. Return to open session. Discussion/possible action on executive session items.

See motion under item 8a.

10. Adjournment

Mayor Jablow adjourned the meeting at 8:05 p.m. without objection.

I certify that the above are the true and correct actions of the Regular City Council Meeting held on August 12, 2025.

_____ _____

JoAnne Cook, CMC, City Clerk Date

Action Minutes
Special City Council Meeting
City Council Chambers, Sedona City Hall
102 Roadrunner Drive, Sedona, Arizona
Wednesday, August 13, 2025, 3:00 p.m.

1. Call to Order

Mayor Jablow called the meeting to order at 3:00 p.m.

2. Roll Call

Roll Call: Mayor Scott Jablow, Vice Mayor Holli Ploog, Councilor Brian Fultz, Councilor Kathy Kinsella, Councilor Melissa Dunn, Councilor Pete Furman and Councilor Derek Pfaff. Vice Mayor Holli Ploog was absent and excused.

Staff in attendance: City Manager Anette Spickard, Deputy City Manager Andy Dickey, City Attorney Kurt Christianson, Assistant City Attorney Monique Coady, Police Commander Chris Dowell, Police Chief Stephanie Foley, Executive Assistant to the Police Chief Jessica Bryson, Police Sergeant Jesse Santos, Police Sergeant Nathan Dorfman, Police Support Services Manager Erin Loeffler, Public Relations Analyst Kegn Hall, Director of Financial Services Barbara Whitehorn, City Clerk JoAnne Cook, and Deputy City Clerk Marcy Garner.

Councilor Pfaff announced that Sedona Red Rock Jr/Sr High School is hosting a Community Cake Fest on Saturday, August 16, at 11:00 AM to support fall athletic programs.

3. Special Business

a. AB 3240 Discussion/possible direction regarding the City's ALPR (Automatic License Plate Reader) Program with Flock Group, Inc.

Presentation by Commander Dowell, Chief Foley and Director of Public Affairs for Flock Safety, Trevor Chandler.

Questions by City Council.

Break at 5:44 p.m. Reconvened at 5:53 p.m.

Opened to the public at 5:54 p.m.

The following spoke in opposition to item AB 3240.

Richard Kozak, Flagstaff, Sandy Boyce, Sedona, Raney Crewse, Sedona, Ed Kettler, Sedona, Grant Ellman, Sedona, Tim Perry, Sedona, Jean Buillet, Sedona, Jessica Williamson, Sedona, Ada, Tourtsakis, Sedona, Laura Masters, Rimrock, Sylvia Sepielli, Sedona, and Marcie Ellis, Oak Creek Canyon.

The following spoke in favor of item AB 3240.

Steve Segner, Sedona and Dan Wills, Sedona

Brought back to City Council at 6:32 p.m.

Comments by City Council.

By majority consensus, Council directed staff to turn off the ALPR camera system, provide a timeline of past discussions regarding the ALPR program, form a citizen work group, and return to Council with parameters and a proposal for a pilot program."

b. Discussion/possible action regarding ideas for future meetings/agenda items – None.

4. Executive Session

Upon a public majority vote of the members constituting a quorum, the Council may hold an Executive Session that is not open to the public for the following purposes:

a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).

b. Return to open session. Discussion/possible action on executive session items.

No executive session held.

5. Adjournment

Mayor Jablow adjourned the meeting at 7:26 p.m. without objection.

I certify that the above are the true and correct actions of the Special City Council Meeting held on August 13, 2025.

_____ _____

Marcy Garner, Deputy City Clerk Date

Agenda Item: 3e
Proposed Action & Subject: Approval of a Final Plat for Bowers Subdivision, to subdivide ±2.65 acres into a 4-unit single family subdivision at 741 Forest Road. The property is zoned Single Family Residential (RS-18) and is located northwest of the intersection of State Route 89A and Brewer Road. APN: 401-38-012. Owner/Applicant: 741 Forest Road LLC (David Bowers) Case Number: PZ21-00020 (SUB)

Department	Community Development (Cari Meyer)
Time to Present	NA
Total Time for Item	NA
Other Council Meetings	April 23, 2024 (Preliminary Plat)
Exhibits	A. Final Plat

Finance Approval	Reviewed 8/11/25 BGW
City Attorney Approval	Reviewed 8/13/25 KWC
City Manager's Recommendation	Recommend approval ABS 8/14/25

Expenditure Required
$ n/a
Amount Budgeted
$ n/a
Account No. (Description)

SUMMARY STATEMENT

Background:

The applicant is requesting Final Plat Approval to allow for a 4-lot subdivision at 741 Forest Road. The Planning and Zoning Commission unanimously recommended approval of the Preliminary Plat on March 19, 2024. City Council unanimously approved the Preliminary Plat on April 23, 2024.

Evaluation of Proposal

The form of the Final Plat meets all City requirements. City Staff has reviewed the Final Plat and determined that all conditions of approval have been met. As all conditions have been met, the City Council may now consider approval of the Final Plat. Assurances of Construction (Sedona Land Development Code Section 8.5.B(3) d.3) are not required, as the City completed construction of the infrastructure (roads and utilities) with the Forest Road Extension project. Therefore, once the Final Plat is approved, the Final Plat may be recorded with Coconino County.

Please note that, due to file size constraints, only the Final Plat is included as an attachment to this agenda bill. Additional project materials are available online at:

https://www.sedonaaz.gov/your-government/departments/community-development/projects-and-proposals/bowers-subdivision

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

As a subdivision proposed to develop under the current zoning, the Climate Action Plan is not directly applicable to this project.

Board/Commission Recommendation: ☒**Applicable -** ☐**Not Applicable**

The Planning and Zoning Commission recommended that City Council approve the Preliminary Plat, in a 7-0 vote on March 19, 2024. The Final Plat is in compliance with that recommendation.

Alternative(s):

MOTION

I move to: approve the proposed Final Plat as set forth in case number PZ21-00020 (SUB), Bowers Subdivision, based on compliance with all ordinance requirements and satisfaction of the Subdivision criteria and applicable Land Development Code requirements.

SHEET INDEX

V1 OF V2 FINAL PLAT COVER SHEET
V2 OF V2 FINAL PLAT

BOWERS FINAL PLAT

A SUBDIVISION OF PARCEL LOCATED WITHIN THE NW¼ OF THE SE¼ OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA ORIGINAL ASSESSORS PARCEL NUMBER 401-38-012 CONTAINING 2.68 ACRES ± ZONED SINGLE FAMILY RESIDENTIAL (RS-18)

DECLARATION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

741 FOREST ROAD, LLC, A LIMITED LIABILITY CORPORATION ("TRUSTEE"), HAS SUBDIVIDED UNDER THE NAME OF "BOWERS SUBDIVISION", A PORTION OF THE NW¼ of the SE¼ of OF SECTION 7, TOWNSHIP 17 NORTH,RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "BOWERS SUBDIVISION" ("THE PLAT"). "TRUSTEE" HEREBY DECLARES THAT "THE PLAT" SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS, AND THAT EACH SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN HEREON.

"TRUSTEE" HEREBY DECLARES THAT THE EASEMENTS SHOWN UPON THIS PLAT SHALL BE ESTABLISHED AND RESERVED IN ACCORDANCE WITH THE NOTATION ON SAID PLAT AND SHALL PROVIDE TO THE PUBLIC THE USE THEREOF FOREVER FOR INGRESS, EGRESS PURPOSES AND FOR INSTALLATION, OPERATION, AND MAINTENANCE OF PUBLIC UTILITY LINES AND FACILITIES, INCLUDING WITHOUT LIMITATION, WATER, SANITARY SEWER, ELECTRIC, NATURAL GAS, TELEPHONE, CABLE SERVICES, WATERCOURSES AND/OR DRAINAGE FACILITIES.

FURTHER THE "TRUSTEE" HEREBY GRANTS TO THE CITY OF SEDONA, A MUNICIPAL CORPORATION, LICENSE TO ACCESS UPON THE ESTABLISHED EASEMENTS AS DESCRIBED HEREON, FOR THE PURPOSE OF PERIODIC INSPECTION AND MAINTENANCE OF THE WATERCOURSES AND/OR DRAINAGE FACILITIES. THE MAINTENANCE OF THE DRAINAGE EASEMENTS AND FACILITIES SHALL BE THE RESPONSIBILITY OF THE INDIVIDUAL LOT OWNERS WITHIN THE SUBDIVISION.

IN WITNESS WHEREOF:

"TRUSTEE" HAS CAUSED THIS PLAT TO BE DULY EXECUTED AS OF THIS _____ DAY OF _____, 2025.

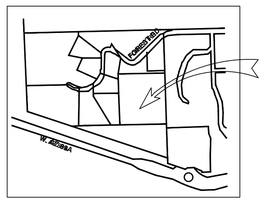
BY: _____
TRUST OFFICER

STATE OF ARIZONA)
SS
COUNTY OF COCONINO)

SUBSCRIBED AND SWORN BEFORE ME ON THIS _____ DAY OF _____ , 2025

BY: _____ , MY COMMISSION EXPIRES

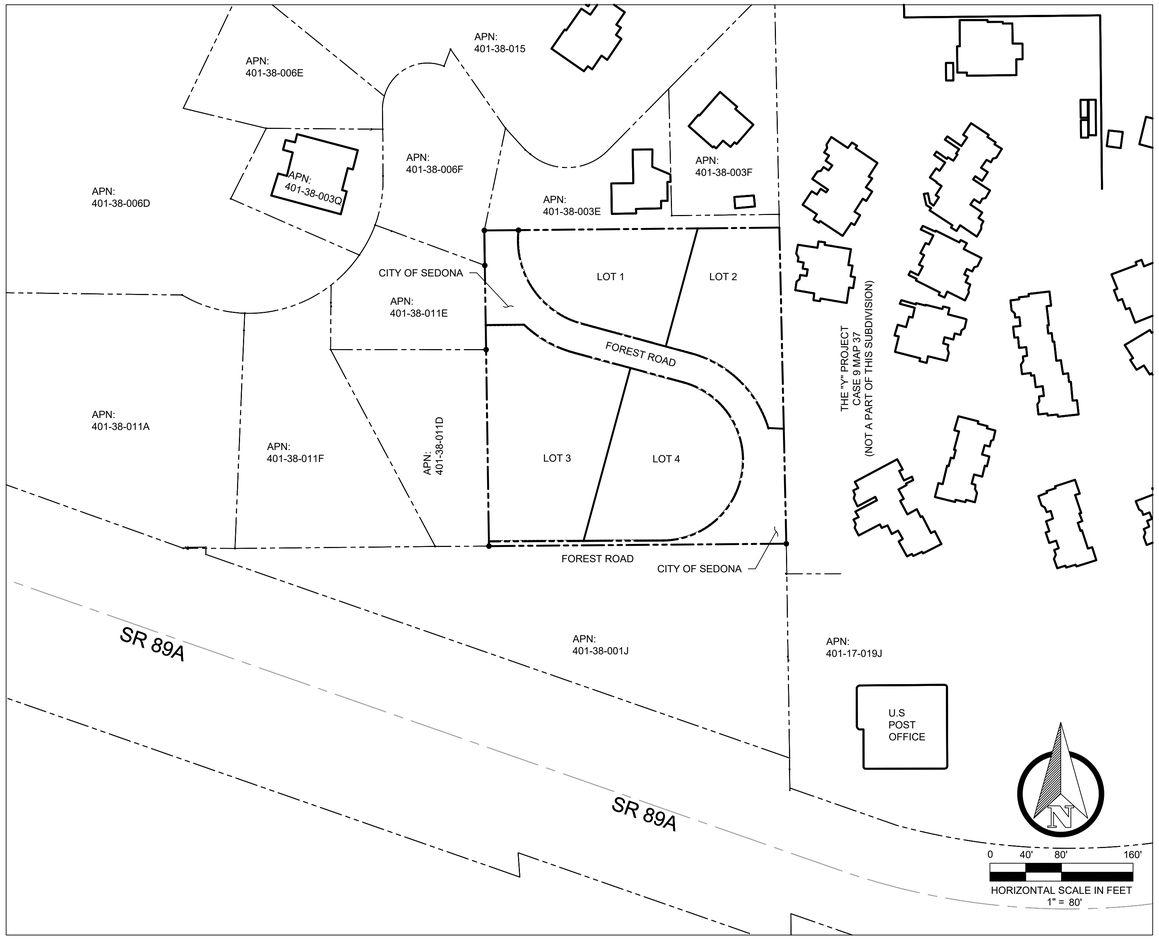
_____
NOTARY PUBLIC



PROJECT LOCATION

VICINITY MAP

0 250' 500' 1000'
HORIZONTAL SCALE IN FEET
1" = 500'



CERTIFICATE OF APPROVALS

SEDONA COMMUNITY DEVELOPMENT DEPARTMENT

_____ _____
DIRECTOR DATE

SEDONA FIRE DISTRICT

_____ _____
FIRE MARSHAL DATE

SEDONA PUBLIC WORKS DEPARTMENT

_____ _____
CITY ENGINEER DATE

SEDONA CITY COUNCIL

_____ _____
MAYOR OF SEDONA DATE

_____ _____
CITY CLERK DATE

PLAT NOTES

1. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER ANY UTILITY EASEMENT EXCEPT WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE DRAINAGE EASEMENT EXCEPT STONE, GRAVEL, PAVEMENT, HORIZONTAL IMPROVEMENTS OR OTHER DRAINAGE CHANNEL MATERIALS OR SUITABLE LANDSCAPING THAT DOES NOT INTERFERE WITH THE INTENDED PURPOSE OF THE EASEMENT.
3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER SLOPE UTILITY EASEMENT EXCEPT FOR THOSE NECESSARY FOR SLOPE STABILIZATION OR DRAINAGE PURPOSES.
4. FRONT PROPERTY LINES FOR LOTS 1 & 2 ARE THE BACK OF THE CURB AND FOR LOTS 3 AND 4 IS THE RIGHT OF WAY.
5. ALL FRONT BUILDING SETBACKS SHALL BE MEASURED FROM THE RIGHT OF WAY.
6. LOT CORNERS WITHIN THE SUBDIVISION SHALL BE SET WITHIN 90 DAYS OF THE APPROVAL AND RECORDATION OF THE FINAL PLAT AND WILL BE MONUMENTED IN ACCORDANCE WITH THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS BY THE REGISTERED LAND SURVEYOR OF RECORD. THE MONUMENTS SHALL BE 1/2" REBARS SET WITH PLASTIC CAPS INSCRIBED WITH "LS #29263" AT EACH NEW LOT CORNER OR MISSING CORNER.
7. THE FOUND MONUMENTS SHOWN HEREON ARE FROM THE NOTES OF THE ACTUAL FIELD SURVEY CONDUCTED BY TIM HAMMES RLS #29263 ON _____
8. ALL RECORDED EASEMENTS ARE SHOWN AS PART OF THESE DOCUMENTS.
9. THE WORD "CERTIFICATION", AS SHOWN HEREON, MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS DEPICTED ON THIS PLAT AND DOES NOT CONSTITUTE A WARRANT OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.
10. THE LAND BEING SUBDIVIDED HEREON IN NOT WITHIN A SFHA (SPECIAL FLOOD HAZARD AREA.)

UTILITY COMPANIES

ELECTRIC:	ARIZONA PUBLIC SERVICE COMPANY P.O. BOX 53920, STE. 9996 PHOENIX, ARIZONA 85072-3920
WATER:	ARIZONA WATER COMPANY 3805 N. BLACK CANYON HIGHWAY PHOENIX, AZ 8505-5351
SEWER:	CITY OF SEDONA PUBLIC WORKS DEPARTMENT 102 ROADRUNNER DRIVE SEDONA, AZ 86336
CABLE/PHONE:	CENTURYLINK CENTURYLINK ENGINEERING 500 S. CALVARY WAY COTTONWOOD, AZ 86326 OPTIMUM INTERNET SERVICE. 2370 W SR 89A SEDONA
GAS:	UNISOURCE ENERGY SERVICES UNS GAS, INC. P.O. BOX 80078 PRESCOTT, AZ 86304-8078
SOLID WASTE COLLECTION:	COLLECTION: PATRIOT DISPOSAL 211 SMITH ROAD SEDONA, AZ 86336

DEVELOPER CONTACT INFORMATION

741 FOREST ROAD, LLC
PO Box 3068,
Sedona, AZ – 86336

PARCEL ZONING RS-18

SINGLE FAMILY RESIDENCE
MIN LOT SIZE = 18,000 SQ. FT.

LOT	LOT AREAS GROSS SFT	LOT AREAS GROSS ACRE
1	19245	0.44
2	19257	0.44
3	30084	0.69
4	24563	0.56

LAND SURVEYOR CERTIFICATION

THIS FINAL PLAT AND SURVEY ON WHICH IT IS BASED WHERE CONDUCTED UNDER MY DIRECT SUPERVISION AND IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS MAP IS PUBLISHED SUBJECT TO ALL CONDITIONS, RESERVATIONS AND RESTRICTIONS OF THE PUBLIC RECORD ON THIS_____DATE._____

_____
TIMOTHY L. HAMMES
R.L.S 29263

BASIS OF BEARINGS

SECTION 7 EAST/WEST MID-SECTION-LINE
S 89° 21' 42" W (MEASURED)
S 89° 16' 33" W (RECORD- CASE 3, MAP 82)

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
29263
TIMOTHY L. HAMMES
ARIZONA U.S.A.

HAMMES SURVEYING LLC
2100 VIA SILVERADO
CAMP VERDE, AZ. 86322
(928) 282- 5686 (928) 567-2833
EMAIL - T.HAM@LIVE.COM

SHEET TITLE: FINAL PLAT COVER SHEET

PROJECT TITLE: **BOWERS SUBDIVISION PZ21-00020**

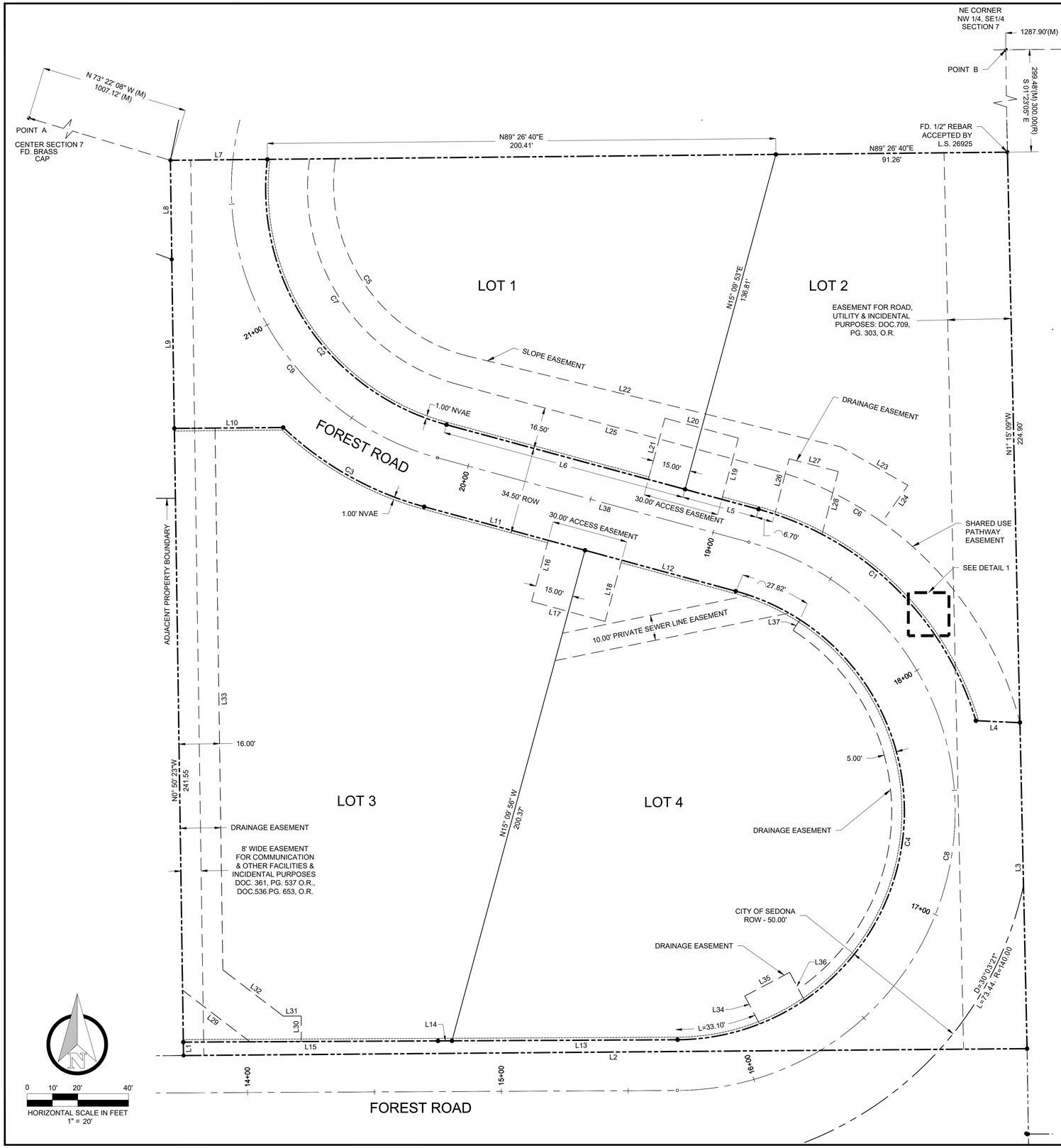
SEDONA, ARIZONA

DRAWN BY:	SS
SCALE:	NTS
DATE:	06/09/2025
PROJECT NO:	220219
SHEET NO.	**V-1 OF 2**

© 2022, Sefton Engineering Consultants LLC, All Rights Reserved. This document is protected under the United States Copyright Act. No part may be reproduced in any form or by any means or stored in a database or retrieval system, without the prior written permission of Sefton Engineering Consultants, LLC. These plans/documents have been prepared using technical knowledge that would be applied by other qualified registrants who practice to the same profession in the same area and at the same time. Efforts have been made to be as accurate as possible. However, plans/documents could contain unintentional technical inaccuracies, typographical errors or omissions. Users of these plans/documents should understand that it is highly probable that errors and omissions will occur in any plan/document preparation process. The user shall notify the Registrant for clarification.

BOWERS SUBDIVISION

A SUBDIVISION OF PARCEL LOCATED WITHIN THE NW¼ OF THE SE¼ OF SECTION 7, TOWNSHIP 17 NORTH, RANGE 6 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, WITHIN THE CITY OF SEDONA, COCONINO COUNTY, ARIZONA ORIGINAL ASSESSORS PARCEL NUMBER 401-38-012
CONTAINING 2.68 ACRES ±
ZONED SINGLE FAMILY RESIDENTIAL (RS-18)



LEGEND

- PARCEL BOUNDARY
- ADJACENT PROPERTY LINE
- NON-VEHICULAR ACCESS EASEMENT LINES
- ROAD CENTER LINE
- RIGHT OF WAY
- EASEMENT LINE AS SHOWN IN DRAWING
- NVAE: NON-VEHICULAR ACCESS EASEMENT
- ● SET 1/2" REBAR, L.S. 29263
- ◔ MONUMENTS FOUND AS NOTED

RIGHT OF WAY EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L1	5.72	S0° 50' 23"E
L2	332.43	S89° 31' 57"W
L3	128.62	N1° 15' 09"W
L4	17.13	N89 52' 22"W
L5	30.00	S74° 50' 07"E
L6	97.43	N74° 50' 07"W
L7	38.21	N89° 26' 40"E
L8	39.08	N0° 47' 09"W
L9	66.64	N0° 52' 16"W
L10	42.93	N89° 31' 16"E
L11	65.63	S74° 50' 07"E
L12	61.57	S74° 50' 07"E
L13	88.92	S89° 43' 33"W
L14	5.50	N89° 43' 33"E
L15	99.91	N89° 43' 33"E

RIGHT OF WAY EASEMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C1	125.48	123.50	58°12'50"	N45° 37' 24"W	120.15
C2	137.54	96.50	81°39'56"	S34° 00' 09"E	126.19
C3	63.77	130.00	28°06'16"	S60° 46' 59"E	63.13
C4	258.30	90.00	164°26'30"	N7° 23' 09"E	178.34

30' ACCESS EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L16	25.00	S15° 09' 53"W
L17	30.00	S74° 50' 07"E
L18	25.00	N15° 14' 02"E
L19	25.00	S15° 09' 53"W
L20	30.00	S74° 50' 07"E
L21	25.00	N15° 09' 53"E

SLOPE EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L22	150.75	S76° 18' 44"E
L23	30.45	S60° 14' 25"E
L24	15.51	S35° 04' 43"W
L25	127.21	N74° 50' 07"W

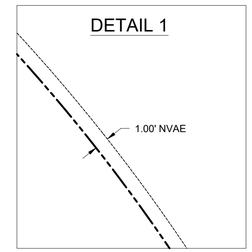
SLOPE EASEMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C5	103.22	70.00	84°29'15"	S34° 04' 06"E	94.12
C6	48.66	140.00	19°54'49"	N64° 52' 42"W	48.41
C7	116.17	80.00	83°12'01"	N33° 14' 07"W	106.23

DRAINAGE EASEMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L26	22.55	S14° 28' 32"W
L27	20.00	S75° 31' 28"E
L28	25.57	S14° 28' 32"W
L29	33.40	N52° 36' 47"W
L30	10.00	S0° 16' 27"E
L31	7.07	N89° 44' 17"E
L32	29.99	S52° 36' 47"E
L33	213.49	S0° 49' 36"E
L34	12.45	N27° 55' 19"W
L35	20.00	N62° 10' 22"E
L36	12.45	S27° 43' 57"E
L37	5.00	N32° 52' 21"E

DETAIL 1



FOREST ROAD ALIGNMENT LINE TABLE

LINE #	LENGTH	DIRECTION
L38	127.21	N74° 50' 07"W

FOREST ROAD ALIGNMENT CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BEARING	CHD LENGTH
C8	315.93	110.00	164°33'40"	N7° 26' 43"E	218.01
C9	277.36	110.00	144°28'15"	N2° 35' 59"W	209.51

THIS PORTION OF FOREST ROAD WAS IMPROVED BY THE CITY OF SEDONA, ARIZONA. CENTER LINE INFORMATION IS FROM THE DESIGN PLANS PREPARED BY KIMLEY HORN & ASSOCIATES, INC. PROJECT CODE 191502008, DATED 01/03/2022 BY ANDREW C. BAIRD R.P.E. 48841 CIVIL. THE CITY OF SEDONA, ARIZONA DID NOT MONUMENT SAID CENTER LINE.

HAMMES SURVEYING LLC
2100 VIA SILVERADO
CAMP VERDE, AZ. 86322
(928) 282- 5686 (928) 567-2833
EMAIL - T.HAM@LIVE.COM

FINAL PLAT

PROJECT TITLE: **BOWERS SUBDIVISION PZ21-00020**

SEDONA, ARIZONA

SHEET TITLE:	
DRAWN BY:	SS
SCALE:	1" = 20'
DATE:	06/11/2025
PROJECT NO:	220219
SHEET NO.	V-2 OF 2

© 2022, Sefton Engineering Consultants LLC, All Rights Reserved. This document is protected under the United States Copyright Act. No part may be reproduced in any form or by any means or stored in a database or retrieval system, without the prior written permission of Sefton Engineering Consultants, LLC. These plans/documents have been prepared using technical knowledge that would be applied by other qualified registrants who practice the same profession in the same area and at the same time. Efforts have been made to be as accurate as possible. However, plans/documents could contain unintentional technical inaccuracies, typographical errors or omissions. Users of these plans/documents should understand that it is highly probable that errors and omissions will occur in any plan/document preparation process. The user shall notify the Registrant for clarification.

CITY COUNCIL AGENDA BILL

AB 3250
August 26, 2025
Regular Business

Agenda Item: 8a
Proposed Action & Subject: Public hearing/presentation/discussion regarding the City of Sedona Development Impact Fee Audit Report for Fiscal Years 2022-23 and 2023-24.

Department	Financial Services/Renee Stanley
Time to Present	10 mins
Total Time for Item	20 mins
Other Council Meetings	N/A
Exhibits	A. Development Impact Fee Audit Report Fiscal Years 2022/23 & 2023/24

Finance Approval	Reviewed 8/11/25 BGW
City Attorney Approval	Reviewed 8/13/25 KWC
City Manager's Recommendation	Reviewed ABS 8/14/25

Expenditure Required
$ 0
Amount Budgeted
$ N/A
Account No. (Description)

SUMMARY STATEMENT

Background:

Development Impact Fees (DIFs) are one-time charges applied to new development in order that new growth will pay its fair share of infrastructure improvements needed to provide municipal services, and to ensure that existing residents are not unduly burdened to pay for improvements and services needed to accommodate new development. The City of Sedona first adopted DIFs on May 18, 1998.

In 2011, the state legislature placed several requirements on development impact fees. To comply with the new statutory requirements, the City Council adopted updated Land Use Assumptions and Infrastructure Improvement Plan reports on March 4, 2014. On May 22, 2014, the City Council adopted the 2014 Development Impact Fee Report (the newly modified development impact fees) and amended City Code Chapter 14.05, Development Impact Fees, with the changes effective August 5, 2014. The 2014 Development Impact Fee Report was prepared by the consulting firm, TischlerBise, Inc. The two subsequent 5-year updates to the development impact fees were also prepared by TischlerBise, Inc. The 2018 Development Impact Fee Report was adopted by the City Council on June 25, 2019, and took effect on

September 9, 2019. The 2024 Development Impact Fee Report was adopted by the City Council on January 14, 2025, and took effect on March 31, 2025.

A.R.S. §9-463.05(G) requires the City to either create an advisory committee **or** provide for a biennial certified audit of the land use assumptions, infrastructure improvement plans, and development impact fees. The statute further requires that the audit "...shall be conducted by one or more qualified professionals who are not employees or officials of the municipality and who did not prepare the infrastructure improvements plan." The term "qualified professional" is then statutorily defined as a professional engineer, surveyor, financial analyst, or planner providing services within the scope of the person's license, education or experience.

The audit for Fiscal Years 2022/23 and 2023/24 has been conducted by the certified public accounting firm Heinfeld, Meech & Co. (H&M). The audit is required by statute to review the progress of the infrastructure improvements plan, including the collection and expenditures of development fees for each project in the plan, and evaluate any inequities in implementing the plan or imposing the development fee.

H&M's audit concluded that the City's DIF collections and expenditures are consistent with the 10-year plan identified in the 2014 and 2018 Development Impact Fee Reports and is consistent with A.R.S. §9-463.05, with the following exceptions:

- **Finding:** Variances were noted for growth projections related to population and number of dwelling units as reported in the Land Use Assumptions report when compared to actual results.
    - **Corrective Action Taken:** None needed. There was no way of anticipating Sedona's population would decline at the time of the 2018 land use assumption report. Within a year of issuing the report, the State took away local control of STRs. It was unknown what kind of impact the change would have, and it was not anticipated that the City would lose 18% of the housing stock to STRs over 5 years, which in turn drove down the permanent population. Since the population is slowly rebounding, our latest IIP report from 2024 reflects this in the projections.
- **Finding:** The expenditures reported for the Forest Road Connection project in the fiscal year 2023 Development Impact Fee Report did not agree to the City's final trial balance in the amount of $225,221.
    - **Corrective Action Taken:** None needed. Due to the timing of when the Impact Fee annual report must be issued in September and when the audited financials must be issued in December, the possibility of a variance between the two reports will always exist due to potential changes in year-end accruals and adjustments.
- **Finding:** For three of 40 permits reviewed, the City did not properly charge impact fees in accordance with the adopted infrastructure improvement plan resulting in undercharges of $1,623.
    - **Corrective Action Taken:** The City's current permitting software can only calculate a single permit fee based on valuation resulting in manual calculation and increased likelihood of errors for any additional charges. There are many actions the Permit Techs must take to receive and then release permits under the antiquated systems, and even with the new DIF Count Double Check program that was implemented in 2022, it is still a very manual process. Implementing a new ERP will automate the process and alleviate these errors.

The statute requires a public hearing on the audit within 60 days of its release to the public. The H&M's audit report was posted on the City's website on August 11, 2025.

The required public hearing provides the opportunity for the public to comment regarding the DIF audit report.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): N/A

MOTION

[Open Public Hearing]

I move to: For presentation/discussion only.

City of Sedona, Arizona
Report on Applying Agreed-Upon Procedures
Biennial Certification of Land Use Assumptions, Infrastructure Improvement Plan and Development Impact Fees
For the Period July 1, 2022 through June 30, 2024

City of Sedona, Arizona
Table of Contents

Contents	**Page**
Independent Accountant's Report on Applying Agreed-Upon Procedures	1
Summary of Findings	3
Appendix A – Progress of Infrastructure Improvement Plan Projects	4

Independent Accountant's Report on Applying Agreed-Upon Procedures

Honorable Mayor and Members of the City Council

We have performed this agreed-upon procedures engagement to assist management of the City of Sedona, Arizona (City), with the requirement set forth in Arizona Revised Statutes (A.R.S.) 9-463.05.G.2 "to provide for a biennial certified audit of the municipality's land use assumptions, infrastructure improvements plan and development fees". As such, we have performed the procedures identified below, solely to assist users in evaluating the City**'s** compliance with the progress reporting requirements of the infrastructure improvement plan for the period from July 1, 2022 through June 30, 2024, as specified in A.R.S. 9-463.05.G.2. City of Sedona, Arizona's management is responsible for its compliance with those requirements.

City of Sedona, Arizona's management has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of assisting users in determining whether the City complied with the specified requirements. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

We have applied the following procedures:

The progress of the infrastructure improvements plan.

a. Compared growth projections for 2023 and 2024 related to population and number of dwelling units as reported in the Infrastructure Improvement Plan (IIP) to actual results. A list of all variances is reported in the summary of findings.

b. Obtained City-prepared report (see Appendix A) documenting the progress of each project identified in the Infrastructure Improvement Plan (IIP) and performed the following procedures:
   i. Agreed expenditures as of June 30, 2024 to the underlying accounting records.
   ii. Agreed amounts reported as estimated cost to complete to underlying accounting records.

The collection and expenditures of development impact fees for each project in the plan.

c. Selected a sample of 40 building permits issued and determined fees were charged in accordance with authorized fee schedules and that each permit holder was charged the same rate as another equivalent permit holder. Any inequities in the imposition of development fees are reported in the Summary of Findings.

d. Selected a sample of 25 expenditures and determined that the expenditures were associated with an approved project in the City's IIP.

Evaluating any inequities in implementing the plan or imposing the development impact fee.

e. Determined each developer/unit was charged the same rate as another equivalent developer/unit by recalculating impact fees at the transaction level for the sample mentioned in step c. above.
f. Determined that there were no instances in which the City waived development impact fees, except as allowed for under A.R.S. 9-499.10.B and A.R.S. 9-500.18.

The accompanying Summary of Findings describes the findings we noted.

We were engaged by City of Sedona, Arizona's management to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to and did not conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on compliance with the specified requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of City of Sedona, Arizona and to meet our other ethical responsibilities, in accordance with relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the management of City of Sedona, Arizona, and is not intended to be and should not be used by anyone other than these specified parties.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Flagstaff, Arizona
July 29, 2025

City of Sedona, Arizona
Summary of Findings

Finding No. 1

Variances were noted for growth projections related to population and number of dwelling units as reported in the Land Use Assumptions report when compared to actual results.

2024				
	Projected	Actual	Variance	Variance %
Total Population	12,111	9,771	(2,340)	-19%
Total Dwelling Units	7,021	7,021	-	0%

2023				
	Projected	Actual	Variance	Variance %
Total Population	10,898	9,860	(1,038)	-10%
Total Dwelling Units	6,795	6,941	146	2%

Finding No. 2

The expenditures reported for the Forest Road Connection project in the fiscal year 2023 Development Impact Fee Report did not agree to the City's final trial balance in the amount of $225,221.

Finding No. 3

For three of 40 permits reviewed, the City did not properly charge impact fees in accordance with the adopted infrastructure improvement plan resulting in undercharges of $1,623.

Development Impact Fee Report Form
Statement of Revenue, Expenditures, and Change in Fund Balances
For Fiscal Year Ending June 30, 2023

Impact Fee Account Summary

Detailed Impact Fee Expenditure Report

Law Enforcement	Location	Impact Fees	Bonds	General Fund	Other Fund Sources*	Total
Construction	Police Department - City Hall	$ 253,454	$ -	$ 147,884	$ -	$ 401,338
Total Expenditures		$ 253,454	$ -	$ 147,884	$ -	$ 401,338

Roadway & Transportation	Location	Impact Fees	Bonds	General Fund	Other Fund Sources*	Total
Roadway Improvements	Forest Road Connection	$ 87,540	$ 487,155	$ -	$ 108,606	$ 683,301
Total Expenditures		$ 87,540	$ 487,155	$ -	$ 108,606	$ 683,301

**Transportation Sales Tax*

Parks & Recreation - Open Space	Location	Impact Fees	Bonds	General Fund	Other Fund Sources*	Total
Construction	Dog Park Improvements	$ 47,213	$ -	$ 64,217	$ -	$ 111,430
Construction	Build-Out of Ranger Station Park	$ 43,730	$ -	$ 59,480	$ -	$ 103,209
Total Expenditures		$ 90,943	$ -	$ 123,697	$ -	$ 214,639

Development Impact Fee Report Form
Statement of Revenue, Expenditures, and Change in Fund Balances
For Fiscal Year Ending June 30, 2024

Impact Fee Account Summary

Detailed Impact Fee Expenditure Report

Law Enforcement	Location	Impact Fees	Bonds	General Fund	Other Fund Sources*	Total
Study	DIF 5 Year study	$ 13,993	$ -	$ -	$ -	$ 13,993
Total Expenditures		$ 13,993	$ -	$ -	$ -	$ 13,993

Roadway & Transportation	Location	Impact Fees	Bonds	General Fund	Other Fund Sources*	Total
Roadway Improvements	Forest Road Connection	$ 3,054,461	$ 3,789,503	$ -	$ -	$ 6,843,964
Roadway Improvements	Uptown Roadway Improvements	$ 2,011,109	$ -	$ -	$ 2,496,062	$ 4,507,171
Roadway Improvements	Ranger/Brewer Intersection	$ 41,855	$ -	$ -	$ 655,732	$ 697,588
Study	DIF 5 Year study	$ 13,993	$ -	$ -	$ -	$ 13,993
Total Expenditures		$ 5,121,418	$ 3,789,503	$ -	$ 3,151,795	$ 12,062,715

**Transportation Sales Tax*

Parks & Recreation - Open Space	Location	Impact Fees	Bonds	General Fund	Other Fund Sources*	Total
Construction	Dog Park Improvements	$ 12,428	$ -	$ -	$ 16,905	$ 29,333
Construction	Build-Out of Ranger Station Park	$ 600,676	$ -	$ 59,480	$ 958,029	$ 1,618,184
Construction	Posse Grounds Pickleball Courts	$ 464,828	$ -	$ -	$ 88,406	$ 553,234
Study	DIF 5 Year study	$ 13,994	$ -	$ -	$ -	$ 13,994
Total Expenditures		$ 1,091,926	$ -	$ 59,480	$ 1,063,339	$ 2,214,744

CITY COUNCIL AGENDA BILL

AB 3251
August 26, 2025
Regular Business

Agenda Item: 8b
Proposed Action & Subject: Discussion/possible action for the City to apply and serve as the sponsor for the U.S. Forest Service's Arizona State Parks' Off-Highway Vehicle (OHV) Recreation Fund competitive grant program application for the Broken Arrow Trailhead Redesign Project.

Department	Public Works (Kurt Harris) / Transit (Amber Wagner)
Time to Present	15 minutes
Total Time for Item	20 minutes
Other Council Meetings	NA
Exhibits	A. Concept Site Plan B. Concept Architect Rendering

Finance Approval	Reviewed 8/11/25 BGW
City Attorney Approval	Reviewed 8/13/25 KWC
City Manager's Recommendation	Recommend approval ABS 8/14/25

Expenditure Required	
	$ n/a - Grant Application
Amount Budgeted	
	$ n/a
Account No. (Description)	

SUMMARY STATEMENT

Background: The City of Sedona is partnering with the U.S. Forest Service to sponsor their application to the AZ State Parks Off-Highway Vehicle (OHV) Competitive Grant Program. The grant funds will go towards the Broken Arrow Trailhead Improvement Project. This state grant program is funded by OHV decal sales and gas tax revenues. These funds provide opportunities for OHV education, outreach, trail building, trail maintenance, law enforcement, signage, support facility development, as well as emergency repairs and vandalism prevention.

Project Overview: The Broken Arrow Trailhead recreation site facilitates visitor access to popular motorized and non-motorized roads and trails on the Red Rock Ranger District of the Coconino National Forest. Located adjacent to a neighborhood, visitors access the trailhead from Morgan Road.

Planned improvements include:

The Broken Arrow Trailhead Improvement Project involves new amenities and design features.

- New signage

- Wider paved access to support safe, bidirectional traffic flow.
- A vault toilet to address sanitation needs,
- Time-limited parking for off-highway vehicle (OHV) "staging" areas.
- An upgraded gravel surface to reduce dust while reducing stormwater runoff.

The project is designed to reduce adverse impacts of forest visitors to nearby neighborhoods, improve visitor safety and experiences, and address environmental concerns at the trailhead.

Both the USFS and City staff feel there is a high probability this application will be awarded. The city will administer the grant and pending construction contract on behalf of and in partnership with the Red Rock Ranger District. The project schedule will be provided if and when awarded. The Architect's design concept, Exhibit B, will be updated and further developed through the design process and will be subject to USFS and COS review.

Funding Amount Requested: The City is requesting the full eligible grant amount of $750,000 through the Arizona State Parks OHV competitive grant program.

- Match Requirement: None (100% grant funded)
- City Financial Responsibility: None. The City will not incur any direct costs related to project implementation.
- Timeline: Application to be submitted by September 1st, 2025.

Climate Action Plan/Sustainability Consistent: ☒**Yes -** ☐**No -** ☐**Not Applicable**

In the Climate Action Plan, transportation related desired actions includes bike/pedestrian infrastructure, and reduced congestion. Identified strategies include developing and maintaining a safe, convenient, and effective system for walking, biking and other active forms of transportation. This project addresses those desired actions and strategies.

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): The council may choose not to approve the trailhead improvements or construct them.

MOTION

I move to: approve the City's application for the AZ State Parks OHV Competitive Grant for the Broken Arrow Trailhead Improvement Project and authorize the City Manager to sign the application.

CONCEPT DIAGRAM

BROKEN ARROW TRAILHEAD - RED ROCK RANGER DISTRICT

IAN CUVELIER

0’ 50’ 100’ 300’

N

GATE

PEDESTRIAN TRAIL

PAVED TWO-WAY ROAD

MARGS DRAW TRAIL

EPHEMERAL STREAM

ANGLED GRAVEL PARKING LOT

PAVED ONE-WAY

GRAVEL ONE-WAY

RESTROOMS
BIKE RACK
SIGNAGE

PAVED TWO-WAY ROAD

RUNOFF

GATE

MAINTENANCE YARD

PAVED ONE-WAY

EPHEMERAL STREAM

BROKEN ARROW TRAIL

STAGING AREA

GRAVEL MAINTENANCE ROAD

POTENTIAL FUTURE GATE/ROCK FILTER

GATE

Image Landsat / Copernicus

MARGS DRAW TRAIL

BENCH (ES)

TRAIL HEAD KIOSK

PAVED

EXIT

2-LANE PAVED MORGAN ROAD

NEW FENCING TYP.

PICNIC

DRAINAGE DETENTION

EXISTING PARKING 31 SPACES

WILDERNESS

WASH

ACCESSIBLE VAN PAVED PARKING

BIKE RACK

BIKES

AC

CXT VAULT TOILET 2-STALL

R R

OPTIONAL PARKING EXPANSION 14 +

OPTIONAL EXPANSION

EXIST. MAINTENANCE LAYOUT

GATE

45'

18'

STAGING AREA

PAVED

STABLE

OPTIONAL TURNAROUND

OPTIONAL MAINT.

NEW CULVERT

BROKEN ARROW TRAIL

AX A TRAIL

STAGING OPTION C

PAVED TWO-LANE ACCESS ROAD WITH TRAIL HEAD IMPROVEMENTS, TRANSIT LOOP AND PAVED PARKING

0 30' 60'

0' 7.5' 15' 30' 60'

ERIC BRANDT ARCHITECT ERIC@BRANDTARCHITECT.COM 928 821 3617 2890 THUNDER MOUNTAIN ROAD SEDONA AZ. 86336	BROKEN ARROW TH RED ROCK RANGER COCONINO N.F.	SCALE 1" = 30' AT 11" X 17" DATE: DEC 19 '22	N

CITY COUNCIL AGENDA BILL

AB 3245
August 26, 2025
Regular Business

Agenda Item: 8c
Proposed Action & Subject: Discussion/possible action for the approval of a Linking Agreement with Axon Enterprise, Inc., for the purchase of police tasers, patrol car cameras, body worn cameras, and related hardware/software in the amount of $1,199,393.15.

Department	Police (Chief Foley), IT, Finance (Ian Coubrough)
Time to Present	10 minutes
Total Time for Item	15 minutes
Other Council Meetings	N/A
Exhibits	A. Sedona PD – Axon Linking Agreement

Finance Approval	Reviewed 8/11/25 BGW
City Attorney Approval	Reviewed 8/13/15 KWC
City Manager's Recommendation	Recommend approval ABS 8/14/25

Expenditure Required	
	$ 1,199,393.15
Amount Budgeted	
	$ 1,305,000.00 (over 5 years)
Account No. (Description)	22-5510-89-68G8

SUMMARY STATEMENT

Background: The Sedona Police Department relies on various pieces of equipment to maintain the safety and security of its residents and visitors. Remaining current with industry-leading technology is also a way to deliver optimal responsiveness, transparency, and accountability to the community that we serve.

Rapid advances in technology over the past several years mean the tasers, in-car cameras, and body-worn cameras the police department currently utilizes have reached the point where they need to be replaced. During the FY26 budget process, City Council acknowledged this necessary upgrade and approved the procurement of refreshed equipment.

After review of potential sources for the equipment and related services, Sourcewell Contract #101223 with Axon Enterprises, Inc. was selected. Procuring the equipment through the Sourcewell cooperative contract, in accordance with Sedona City Code 3.05.050.C, affords the City with favorable pricing and terms and conditions. Terms specific to this project and further discounted pricing were subsequently negotiated with the vendor.

Axon Enterprise, Inc. is widely recognized as an industry leader for creating safer communities through their use of advanced technology, and transformation of emergency response by utilizing cutting edge training and adaptation to the evolving world that we all live in. By partnering with Axon, the Sedona Police Department will be part of this cutting-edge community and will be better able to serve its residents and visitors.

The department's total budget for the project is $1,305,000 over the course of five years. The contract for this project is well under budget at $1,199,393.15. This amount allows room for additional licenses and equipment to be added as the department grows over the course of the coming year(s), while remaining within the anticipated original budget.

Staff is recommending approval of the Linking Agreement with Axon Enterprise Inc. due to the necessary upgrades and high priority of this equipment replacement.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): Council could elect to not approve the Linking Agreement with Axon Enterprise, Inc., for the purchase of police tasers, patrol car cameras, body worn cameras, and related hardware/software, which would result in continued challenges with evidentiary storage and the possibility of facing technological obsolescence in the near future.

MOTION

I move to: approve the Linking Agreement with Axon Enterprise Inc., for the purchase of police tasers, patrol car cameras, body worn cameras, and related hardware/software in the amount of $1,199,393.15, subject to approval of a written contract by the City Attorney's Office.

LINKING AGREEMENT
WITH
THE CITY OF SEDONA

THIS LINKING AGREEMENT ("Agreement") is entered into as of this ___ day of _____, 20__ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("City"), and Axon Enterprise, Inc., a foreign corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. On February 6, 2024, Sourcewell entered into a contract with Contractor to purchase the goods and services described in Sourcewell Contract 101223-AXN ("Cooperative Purchasing Agreement"), which is attached hereto as **Exhibit A**. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City and authorizes the use of a Participating Addendum, such as this Linking Agreement.

B. Sedona City Code (SCC) Section 3.05.020.C. permits the City to procure goods and services without the formal bidding process by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

C. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term/Termination.

   A. Term. The initial period of this Agreement is five (5) years. Two five-year optional renewals are available if mutually agreed upon by a written amendment to this Agreement.

   B. Termination for Convenience. This Agreement is for the convenience of the City and may be immediately terminated without cause after receipt by the Contractor of written notice by the City. Upon termination for convenience, City shall pay Contractor for all work previously authorized and performed prior to the date of termination. If, however, Contractor has substantially or materially breached the standards and terms of this Agreement, City shall have any remedy or right of set-off available at law and equity.

   C. Termination for Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within the time frame specified by City in a written notice provided to Contractor specifying the breach and the requirements necessary to cure the breach. If the City terminates this Agreement for cause, the City may

repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the Performance Bond if applicable, or (3) a combination of the aforementioned remedies or other remedies as provided by law.

D. Payment Upon Termination for Convenience or for Cause. Upon any termination of this Agreement, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the CITY all documents and other work products prepared by Contractor in relation to this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty or termination charge be owed by City to Contractor in the event of termination.

E. Appropriation of Funds. Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which funds are available. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

F. Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

2. Scope of Work.

A. Contractor shall provide City the supplies and/or services identified in the Scope of Work/Price Quote attached as **Exhibit B**.

B. Contractor agrees to comply with all the terms, conditions, and specifications of the Cooperative Purchasing Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement except as otherwise provided herein. In the event of any inconsistency or conflict, the following order of precedent shall govern in the following order: 1) this City of Sedona Linking Agreement (Participating Addendum); 2) Articles 1-22 of Sourcewell Contract #101223-AXN; 3) the terms of Axon's Master Services and Purchasing Agreement.

C. Inspection; Acceptance. All work and Services performed by Contractor will be subject to inspection and acceptance by the City at reasonable times during Contractor's performance.

D. Time. Time is of the essence for this Agreement. Contractor shall complete all items in the Scope of Work timely, efficiently and in accordance with any schedule set forth in Exhibit B.

3. Compensation; Billing.

A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in Exhibit B.

B. The total purchase price for the supplies and/or services purchased under this Agreement including all taxes shall not exceed **$1,199,393.15**.

C. Payment. City will process and remit payment within thirty (30) days of receipt of accurate invoice/s and payment will be delinquent only thirty (30) days after the date received by City.

D. Invoices. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. A properly completed invoice should contain, at a minimum, all of the following:

1. Contractor name, address, and contact information;
2. City PO Number;
3. Date of service or delivery;
4. Description of materials or services provided;
5. If materials provided, the quantity delivered and pricing of each unit;
6. Total amount due.

E. Expenses. No reimbursable expenses or costs of any kind shall be paid by the City unless expressly approved by the City in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

F. Taxes. Contractor shall be solely responsible for any and all tax obligations which may result out of the Contractor's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

G. Disallowed Costs, Overpayment. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

4. Amendments. Changes to the Scope of Work, Compensation, or Term of this Agreement requires a written Amendment signed by both parties. If Contractor proceeds without such written amendment, Contractor shall be deemed to have waived any claims of unjust enrichment, quantum meruit or implied contract.

5. Indemnification. **See Article 11 of Sourcewell Contract 101223-AXN, Indemnity and Hold Harmless.**

6. Insurance. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the insurance coverages as required by Article 18 of Sourcewell Contract 101223-AXN. **The Contractor shall submit certificate(s) of insurance from the**

Contractor's insurance carrier(s) and any applicable endorsements to the City for review and approval by the City. The Certificate shall identify this Contract and shall provide coverages afforded under the policies shall not be cancelled, terminated, or limits reduced until at least thirty (30) days prior written notice has been given to the City.

Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a Material Breach of this Agreement upon which the City may immediately terminate this Agreement.

All policies shall provide primary coverage and **waivers of subrogation by endorsement** or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged. Blanket endorsements are acceptable.

All policies with the exception of Workers' Compensation and Employer's Liability shall include **Additional Insured endorsements** with the City of Sedona as the additional insured.

7. Licenses and Permits. Contractor and any subcontractors will keep current Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.

8. Non-Assignability. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. Venue; Jurisdiction; Jury Trial Waiver. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

10. Independent Contractor. Contractor is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor shall make no representation that it is the employee of City for any purpose.

11. Non-discrimination. Contractor, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

12. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a

contract to any Contractor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Contractor agrees that: i. Contractor and each subcontractor/ subconsultant it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A; ii. A breach of a warranty under paragraph i will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement; and iii. The City retains the legal right to inspect the papers of any Contractor or subcontractor/subconsultant employee who works on the Agreement to ensure that Contractor or any subcontractor/subconsutant is complying with the warranty under paragraph i.

13. No Boycott of Israel or Use of Forced Labor of Ethnic Uyghurs in People's Republic of China. As applicable, Contractor certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

14. Notices. Any notice or communication between Contractor and City that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented, sent via email, or sent pre-paid, first-class United States Mail, addressed as follows:

CITY: City of Sedona
Attn: City Manager
102 Roadrunner Drive
Sedona, AZ 86336

Via email: CityManagerDept@Sedonaaz.gov

CONTRACTOR: _____
_____
_____
_____

Via email: _____

15. Continuation During Disputes. Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the Agreement, the Contractor will continue to perform the obligations required of Contractor during the continuation of any such dispute unless enjoined or prohibited by an Arizona Court of competent jurisdiction.

16. Dispute Resolution. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which

demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

17. Remedies Upon Breach. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. The parties agree that in the event of litigation arising from this agreement, neither party shall be entitled to an award of attorney fees, either pursuant to contract, pursuant to A.R.S. § 12-341.01 (A) AND (B), or pursuant to any other state or federal statute, court rule, case law, or common law.

18. Written Assurance of Intent to Perform. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

19. Public Records. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, Contractor acknowledges that all documents provided to the City may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions.

20. Use of City Seal/Logo. Contractor shall not use, or allow another entity to use, the City seal/logo for the purpose of advertising or promoting the sale of any article of merchandise within this state or for promoting any other commercial purpose. Contractor is authorized to use City's name on a list of client names.

21. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

22. Entire Agreement. This Agreement, together with the attached exhibits, is the entire agreement between Contractor and City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

CITY OF SEDONA, ARIZONA

_____
Anette Spickard, City Manager

ATTEST:

_____
JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____
Kurt W. Christianson, City Attorney

AXON ENTERPRISE, INC.

By:_____

Printed Name: _____

Title:_____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of Contractor.

EXHIBIT A
Cooperative Purchasing Agreement

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency 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 for Axon Evidence, Axon Records, Axon Dispatch, 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 Agency'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 years ("**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. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency 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. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency 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 Agency upon Axon's delivery to the common carrier. Agency 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 are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   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.

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 Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency 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 Agency 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 Agency 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 Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency 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 Agency 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. Agency confirms and agrees that, in deciding whether to sign this Agreement, it 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 any Axon Device or Service 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 direct, 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 Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency 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 Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency 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. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency 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 Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. 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. The SOW is incorporated into this Agreement by reference.

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

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

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

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

13. **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. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency 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-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **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 at the end of thirty (30) days. If Agency 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.

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

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency 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 Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency 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 bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **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 Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

18. **General**.

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

18.2. **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, agency, fiduciary, or employment relationship between the Parties.

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

18.4. **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.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **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.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **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.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency 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.

18.11. **Notices**. All notices must be in English. Notices posted on Agency'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 Agency 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.

18.12 **Entire Agreement**. This Agreement, including the Appendices 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:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency'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 Agency Content.

    d. "**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.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency 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 Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency 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.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency 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**. Agency'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. Agency agrees to allow Axon access to Non-Content Data from Agency 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 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency 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. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. 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 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. 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.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency 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

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. 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;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. 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

    g. 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.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency 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 Agency 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.

16. **U.S. Government Rights**. If Agency 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 Agency 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, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

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 Agency 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, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency 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 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency 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 Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency 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 Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency 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 Agency 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 Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency 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, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[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.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

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

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional 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 the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

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

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Technology Assurance Plan Appendix

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

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency 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 BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, 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 Upgrade, Agency 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 Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 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. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency 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. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6^{th}) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency 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. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency 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, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

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 Agency'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 Agency'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 Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. 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. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency'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 Agency 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 Agency'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 Agency; 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**. Agency authorizes Axon to access Agency'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 Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, 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 Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency 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 3, 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. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

   1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

   1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency'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 Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency'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**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency 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. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may 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 viruses, worms, defect, Trojan horses, malware, or any items 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 Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

5.2. the resources available within API Service for which Agency 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 Agency 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**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency 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.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services 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 the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration 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 the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**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.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. 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 My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback.
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/.
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.	*
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.	*

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning	*

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.	
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle	*

registration, unpaid traffic fines, etc.
Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION
Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.
The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).
Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS
Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.
Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.
Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.
Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS
Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.
Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION
Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

			cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(●) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.	*

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

support experience.
With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.
By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.
Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.
When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.

At the beginning of each program, we meet with customers to define requirements and outline a project schedule.
Our programs typically include items required to:
- Migrate your existing data;
- Establish integrations with your current platforms as defined in the requirements;
- Build and deliver your solutions;
- Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and

managing all body-worn LTE data plans.

Create your initial configuration in Axon Evidence;

Train your administrators;

Install your in-car cameras and,

Provide long term support.

Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule.

These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning.

Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems.

The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.

Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies.

POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies.

FIELD TRAINING OFFICERS – Officers who represent the end users of the devices.

EVIDENCE CUSTODIANS –

			Including those who will be responsible for digital evidence sharing is key. LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in. Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence. First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task. When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out. While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements. This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system. These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements. For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value. Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may		

			classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence		

			Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these		

			sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City. Additional Training Resources and Continued Learning Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter		

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation
Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed.
The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.
Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.
During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.
Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.
The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.
The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support
In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.
We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.
We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.
Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.
As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.
24/7/365 Technical Support
Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos - file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.	
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

Docusign Envelope ID: B1E3F23E-689D-488C-8255-0EB13BEC2BC7

AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

AMENDMENT #2
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: Robert E. Driscoll Jr. 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions**

1.1 AI Technology. Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2 Model Drift. The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

1.3 **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage**

2.1 **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

Data Use. Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

Automatic Data Collection.AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

User Engagement and Activity Metrics. AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

Sales and Adoption Tracking. Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

End User inputs. Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities**

3.1 **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

3.2 **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

3.3 **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

3.4 **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

3.5 **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

4. **Customer Responsibilities**

4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3 **Restrictions**. AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

5.1 **License and Content Restrictions**. Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. Amendments. Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively "Dedrone Products"), this appendix and the following additional terms shall apply.

1. **Definitions**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data**. Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data**. To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security**. Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property**. Axon owns and retains all right, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property**. Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights**. To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

EXHIBIT B
Scope of Work/Price Quote

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-711496-45874AS

Issued: 08/05/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 11/15/2025

Account Number: 109962

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Sedona Police Dept. - AZ 102 Roadrunner Dr Sedona, AZ 86336-3710 USA	Sedona Police Dept. - AZ 102 Roadrunner Dr Sedona AZ 86336-3710 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Jessica Bryson Phone: Email: jbryson@sedonaaz.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,113,764.85
ESTIMATED TOTAL W/ TAX	$1,199,393.15

Discount Summary

Average Savings Per Year	$82,001.64
TOTAL SAVINGS	$410,008.19

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	$222,752.97	$17,125.60	$239,878.57
Oct 2026	$222,752.97	$17,125.60	$239,878.57
Oct 2027	$222,752.97	$17,125.60	$239,878.57
Oct 2028	$222,752.97	$17,125.60	$239,878.57
Oct 2029	$222,752.97	$17,125.90	$239,878.87
Total	**$1,113,764.85**	**$85,628.30**	**$1,199,393.15**

Quote Unbundled Price:	**$1,523,705.60**
Quote List Price:	**$1,155,176.60**
Quote Subtotal:	**$1,113,764.85**

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									
Fleet3A	Fleet 3 Advanced	30	60	$317.82	$258.90	$251.13	$452,034.00	$35,594.04	$487,628.04
M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	29	60	$422.83	$287.06	$278.44	$484,485.60	$38,030.84	$522,516.44
T00001	AB4 FLEX POV TAP BUNDLE	2	60	$5.60	$7.69	$7.46	$895.20	$60.14	$955.34
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	60	$152.47	$108.33	$105.08	$63,048.00	$4,750.71	$67,798.71
A la Carte Hardware									
74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2			$64.00	$62.72	$125.44	$10.03	$135.47
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2			$209.00	$204.82	$409.64	$32.77	$442.41
50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2			$356.00	$348.88	$697.76	$55.81	$753.57
50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2			$700.00	$686.00	$1,372.00	$109.75	$1,481.75
50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2			$209.00	$204.82	$409.64	$32.77	$442.41
50298	AXON INTERVIEW - CAMERA - OVERT DOME	2			$985.00	$965.30	$1,930.60	$154.44	$2,085.04
H00002	AB4 Multi Bay Dock Bundle	4			$1,638.90	$1,589.73	$6,358.92	$508.72	$6,867.64
H00001	AB4 Camera Bundle	29			$899.00	$602.33	$17,467.57	$1,397.40	$18,864.97
H00004	AB4 FLEX POV HARDWARE BUNDLE	2			$299.00	$290.03	$580.06	$46.40	$626.46
A la Carte Software									
50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	60		$1,750.00	$1,697.50	$3,395.00	$271.61	$3,666.61
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		$32.98	$31.99	$3,838.88	$307.11	$4,145.99
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	60		$111.75	$109.52	$26,283.60	$2,588.94	$28,872.54
ProLicense	Pro License Bundle	6	60		$48.82	$47.29	$17,023.50	$1,676.82	$18,700.32
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,700.00	$2,700.00	$2,700.00	$0.00	$2,700.00
85014	AXON BODY - PSO - 1 DAY	1			$4,000.00	$4,000.00	$4,000.00	$0.00	$4,000.00
20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1			$6,000.00	$6,000.00	$6,000.00	$0.00	$6,000.00
85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2			$5,000.00	$4,900.00	$9,800.00	$0.00	$9,800.00
85144	AXON BODY - PSO - STARTER	1			$10,000.00	$10,000.00	$10,000.00	$0.00	$10,000.00
A la Carte Warranties									
101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2			$464.00	$454.72	$909.44	$0.00	$909.44
Total							**$1,113,764.85**	**$85,628.30**	**$1,199,393.15**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	10	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	100	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	10	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	10	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101751	AXON VR - HEADSET - HTC FOCUS VISION	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	10	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	10	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	10/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	29	1	10/15/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	32	1	10/15/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	32	1	10/15/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	32	1	10/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100200	AXON BODY 4 - FLEX POV MODULE	2	1	10/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	2	1	10/15/2025
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	2	1	10/15/2025
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	2	1	10/15/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	10/15/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	10/15/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100126	AXON VR - TACTICAL BAG	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	29	2	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	580	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	290	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100591	AXON TASER - CLEANING KIT	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	29	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100748	AXON VR - CONTROLLER - TASER 10	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	10/15/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101294	AXON VR - TABLET	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101300	AXON VR - TABLET CASE	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101751	AXON VR - HEADSET - HTC FOCUS VISION	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	29	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101886	SIGNAL SENSOR	29	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	29	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	58	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73310	AXON BODY - TAP REFRESH 2 - CAMERA	29	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/15/2025
Fleet 3 Advanced	101675	AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD	30	1	10/15/2025
Fleet 3 Advanced	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	30	1	10/15/2025
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	30	1	10/15/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	30	1	10/15/2025
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	10/15/2025
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	30	1	10/15/2025
A la Carte	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	1	10/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	10/15/2025
A la Carte	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	1	10/15/2025
A la Carte	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	1	10/15/2025
A la Carte	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	1	10/15/2025
A la Carte	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	1	10/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	2	1	10/30/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	10/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	10/30/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	240	1	10/30/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	10/30/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	10/30/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	03/31/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	03/31/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	03/31/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	03/31/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	04/30/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	04/30/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	04/30/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	04/30/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73309	AXON BODY - TAP REFRESH 1 - CAMERA	29	1	04/30/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	04/30/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	10/01/2028

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	10/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	90	1	10/30/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	30	1	10/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	80	1	10/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	10/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100400	AXON TASER 10 - CARTRIDGE - HALT	230	1	10/30/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	10/30/2030
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	10/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101180	AXON TASER - DATA SCIENCE PROGRAM	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101705	AXON FUSUS - LICENSE - PRO USER	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20248	AXON TASER - EVIDENCE.COM LICENSE	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	20370	AXON VR - USER ACCESS - FULL VR	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73618	AXON COMMUNITY REQUEST	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73638	AXON STANDARDS - LICENSE	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	290	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73739	AXON PERFORMANCE - LICENSE	29	11/15/2025	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	73746	AXON EVIDENCE - ECOM LICENSE - PRO	29	11/15/2025	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	10	11/15/2025	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2025	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	10	11/15/2025	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	10	11/15/2025	11/14/2030
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	30	11/15/2025	11/14/2030
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	30	11/15/2025	11/14/2030
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	30	11/15/2025	11/14/2030
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	60	11/15/2025	11/14/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	11/15/2025	11/14/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	6	11/15/2025	11/14/2030
A la Carte	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	11/15/2025	11/14/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	11/15/2025	11/14/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	11/15/2025	11/14/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	29
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	29
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	79999	AXON EVIDENCE - IMPLEMENTATION FOR AUTO TAGGING/PERFORMANCE	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80190	AXON EVIDENCE - CHANNEL SERVICES	1

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	10
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	1
Fleet 3 Advanced	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	30
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	30
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1
A la Carte	85014	AXON BODY - PSO - 1 DAY	1
A la Carte	85144	AXON BODY - PSO - STARTER	1
A la Carte	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2		
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	1	10/01/2026	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	1	10/01/2026	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	10	10/01/2026	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2026	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	10/01/2026	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	10	10/01/2026	11/14/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	10/01/2026	11/14/2030
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	2	10/15/2026	11/14/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100197	AXON VR - EXT WARRANTY - HEADSET	2	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100213	AXON VR - EXT WARRANTY - TABLET	2	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	29	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	29	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80464	AXON BODY - TAP WARRANTY - CAMERA	29	10/15/2026	11/14/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	10/15/2026	11/14/2030
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	30	10/15/2026	11/14/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	30	10/15/2026	11/14/2030
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	10/15/2026	11/14/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	102 Roadrunner Dr	Sedona	AZ	86336-3710	USA
2	102 Roadrunner Dr	Sedona	AZ	86336-3710	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$540.00	$0.00	$540.00
Year 1	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$181.89	$0.00	$181.89
Year 1	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 1	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$679.00	$54.32	$733.32
Year 1	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$767.78	$61.42	$829.20
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,256.72	$517.79	$5,774.51
Year 1	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	$139.55	$11.16	$150.71
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.55	$88.48
Year 1	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.55	$88.48
Year 1	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	$274.40	$21.95	$296.35
Year 1	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$386.12	$30.89	$417.01
Year 1	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.09	$2.01	$27.10
Year 1	85014	AXON BODY - PSO - 1 DAY	1	$800.00	$0.00	$800.00
Year 1	85144	AXON BODY - PSO - STARTER	1	$2,000.00	$0.00	$2,000.00
Year 1	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2	$1,960.00	$0.00	$1,960.00
Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	$12,609.61	$950.12	$13,559.73
Year 1	Fleet3A	Fleet 3 Advanced	30	$90,406.77	$7,118.81	$97,525.58
Year 1	H00001	AB4 Camera Bundle	29	$3,493.51	$279.48	$3,772.99
Year 1	H00002	AB4 Multi Bay Dock Bundle	4	$1,271.78	$101.75	$1,373.53
Year 1	H00004	AB4 FLEX POV HARDWARE BUNDLE	2	$116.01	$9.28	$125.29
Year 1	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	29	$96,897.14	$7,606.13	$104,503.27
Year 1	ProLicense	Pro License Bundle	6	$3,404.70	$335.36	$3,740.06
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	2	$179.04	$12.03	$191.07
Total				**$222,752.97**	**$17,125.60**	**$239,878.57**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$540.00	$0.00	$540.00
Year 2	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$181.89	$0.00	$181.89
Year 2	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 2	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$679.00	$54.32	$733.32
Year 2	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$767.78	$61.42	$829.20
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,256.72	$517.79	$5,774.51
Year 2	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	$139.55	$11.16	$150.71
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.55	$88.48
Year 2	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.55	$88.48
Year 2	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	$274.40	$21.95	$296.35
Year 2	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$386.12	$30.89	$417.01

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.09	$2.01	$27.10
Year 2	85014	AXON BODY - PSO - 1 DAY	1	$800.00	$0.00	$800.00
Year 2	85144	AXON BODY - PSO - STARTER	1	$2,000.00	$0.00	$2,000.00
Year 2	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2	$1,960.00	$0.00	$1,960.00
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	$12,609.61	$950.12	$13,559.73
Year 2	Fleet3A	Fleet 3 Advanced	30	$90,406.77	$7,118.81	$97,525.58
Year 2	H00001	AB4 Camera Bundle	29	$3,493.51	$279.48	$3,772.99
Year 2	H00002	AB4 Multi Bay Dock Bundle	4	$1,271.78	$101.75	$1,373.53
Year 2	H00004	AB4 FLEX POV HARDWARE BUNDLE	2	$116.01	$9.28	$125.29
Year 2	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	29	$96,897.14	$7,606.13	$104,503.27
Year 2	ProLicense	Pro License Bundle	6	$3,404.70	$335.36	$3,740.06
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	2	$179.04	$12.03	$191.07
Total				**$222,752.97**	**$17,125.60**	**$239,878.57**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$540.00	$0.00	$540.00
Year 3	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$181.89	$0.00	$181.89
Year 3	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 3	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$679.00	$54.32	$733.32
Year 3	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$767.78	$61.42	$829.20
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,256.72	$517.79	$5,774.51
Year 3	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	$139.55	$11.16	$150.71
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.55	$88.48
Year 3	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.55	$88.48
Year 3	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	$274.40	$21.95	$296.35
Year 3	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$386.12	$30.89	$417.01
Year 3	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.09	$2.01	$27.10
Year 3	85014	AXON BODY - PSO - 1 DAY	1	$800.00	$0.00	$800.00
Year 3	85144	AXON BODY - PSO - STARTER	1	$2,000.00	$0.00	$2,000.00
Year 3	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2	$1,960.00	$0.00	$1,960.00
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	$12,609.61	$950.12	$13,559.73
Year 3	Fleet3A	Fleet 3 Advanced	30	$90,406.77	$7,118.81	$97,525.58
Year 3	H00001	AB4 Camera Bundle	29	$3,493.51	$279.48	$3,772.99
Year 3	H00002	AB4 Multi Bay Dock Bundle	4	$1,271.78	$101.75	$1,373.53
Year 3	H00004	AB4 FLEX POV HARDWARE BUNDLE	2	$116.01	$9.28	$125.29
Year 3	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	29	$96,897.14	$7,606.13	$104,503.27
Year 3	ProLicense	Pro License Bundle	6	$3,404.70	$335.36	$3,740.06
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	2	$179.04	$12.03	$191.07
Total				**$222,752.97**	**$17,125.60**	**$239,878.57**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$540.00	$0.00	$540.00
Year 4	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$181.89	$0.00	$181.89
Year 4	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 4	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$679.00	$54.32	$733.32
Year 4	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$767.78	$61.42	$829.20
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,256.72	$517.79	$5,774.51
Year 4	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	$139.55	$11.16	$150.71
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.55	$88.48

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.55	$88.48
Year 4	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	$274.40	$21.95	$296.35
Year 4	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$386.12	$30.89	$417.01
Year 4	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.09	$2.01	$27.10
Year 4	85014	AXON BODY - PSO - 1 DAY	1	$800.00	$0.00	$800.00
Year 4	85144	AXON BODY - PSO - STARTER	1	$2,000.00	$0.00	$2,000.00
Year 4	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2	$1,960.00	$0.00	$1,960.00
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	$12,609.61	$950.12	$13,559.73
Year 4	Fleet3A	Fleet 3 Advanced	30	$90,406.77	$7,118.81	$97,525.58
Year 4	H00001	AB4 Camera Bundle	29	$3,493.51	$279.48	$3,772.99
Year 4	H00002	AB4 Multi Bay Dock Bundle	4	$1,271.78	$101.75	$1,373.53
Year 4	H00004	AB4 FLEX POV HARDWARE BUNDLE	2	$116.01	$9.28	$125.29
Year 4	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	29	$96,897.14	$7,606.13	$104,503.27
Year 4	ProLicense	Pro License Bundle	6	$3,404.70	$335.36	$3,740.06
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	2	$179.04	$12.03	$191.07
Total				**$222,752.97**	**$17,125.60**	**$239,878.57**

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$540.00	$0.00	$540.00
Year 5	101648	AXON INTERVIEW - EXT WARRANTY - 5 YEARS	2	$181.89	$0.00	$181.89
Year 5	20379	AXON VR - PSO - FULL INSTALLATION - INSIDE SALES	1	$1,200.00	$0.00	$1,200.00
Year 5	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	$679.00	$54.33	$733.33
Year 5	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$767.78	$61.43	$829.21
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,256.72	$517.78	$5,774.50
Year 5	50114	AXON INTERVIEW - CAMERA - COVERT SENSOR	2	$139.55	$11.17	$150.72
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.57	$88.50
Year 5	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	2	$81.93	$6.57	$88.50
Year 5	50218	AXON INTERVIEW - CAMERA - COVERT MAIN UNIT	2	$274.40	$21.95	$296.35
Year 5	50298	AXON INTERVIEW - CAMERA - OVERT DOME	2	$386.12	$30.88	$417.00
Year 5	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	2	$25.09	$1.99	$27.08
Year 5	85014	AXON BODY - PSO - 1 DAY	1	$800.00	$0.00	$800.00
Year 5	85144	AXON BODY - PSO - STARTER	1	$2,000.00	$0.00	$2,000.00
Year 5	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	2	$1,960.00	$0.00	$1,960.00
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	10	$12,609.61	$950.23	$13,559.84
Year 5	Fleet3A	Fleet 3 Advanced	30	$90,406.77	$7,118.80	$97,525.57
Year 5	H00001	AB4 Camera Bundle	29	$3,493.51	$279.48	$3,772.99
Year 5	H00002	AB4 Multi Bay Dock Bundle	4	$1,271.78	$101.72	$1,373.50
Year 5	H00004	AB4 FLEX POV HARDWARE BUNDLE	2	$116.01	$9.28	$125.29
Year 5	M00041	BUNDLE - OFFICER SAFETY PLAN 10 PLUS ISLE	29	$96,897.14	$7,606.32	$104,503.46
Year 5	ProLicense	Pro License Bundle	6	$3,404.70	$335.38	$3,740.08
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	2	$179.04	$12.02	$191.06
Total				**$222,752.97**	**$17,125.90**	**$239,878.87**

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.

Terms and Conditions

Sourcewell Contract #101223-AXN and the City of Sedona Linking Agreement (Participating Addendum) are incorporated by reference into the terms and conditions of this Agreement. In the event of conflict, the following order of precedent shall govern in this order:

1) The City of Sedona Linking Agreement (Participating Addendum) signed by both Parties;
2) Articles 1-22 of Sourcewell Contract #101223-AXN;
3) Axon's Master Services and Purchasing Agreement

Data Migration. Axon agrees to use best reasonable efforts to migrate existing video data from Sedona's current system (Getac) stored on Sedona's servers into Axon's cloud-based system, in order of importance set by the City of Sedona Police Department ("Sedona"). Axon and Sedona will determine during the planning phase which data needs to be migrated and priorities around data migration. Axon agrees to oversee and administer the migration project and provide Sedona with the opportunity to thoroughly test and verify operating functionality of migrated data. Sedona is to provide access to the data to be migrated, whether through file shares, secure tunnelling, or any other mutually agreed upon method that enables access. Data migration is to begin on a date mutually agreed to by Sedona and Axon.

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.

_____ _____

Signature Date Signed

8/5/2025



CITY COUNCIL AGENDA BILL

AB 3252
August 26, 2025
Regular Business

Agenda Item: 8d
Proposed Action & Subject: Discussion/possible action regarding approval of a contract with Abdo Financial Solutions in the amount of $323,000 to provide implementation consulting, project management and staff augmentation during the implementation of the City's new Enterprise Resource Planning (ERP) software.

Department	Financial Services (Barbara Whitehorn)
Time to Present	5 minutes
Total Time for Item	10 minutes
Other Council Meetings	October 24, 2023, August 26, 2025 (AB 3187)
Exhibits	A. Professional Services Agreement, ERP Consulting – Abdo Financial Solutions

Finance Approval	Reviewed 8/11/25 BGW
City Attorney Approval	Reviewed 8/13/25 KWC
City Manager's Recommendation	Recommend approval ABS 8/14/25

Expenditure Required	
	$ 323,000
Amount Budgeted	
	$ 1,500,000 (FY26) 500,000 (FY27)
Account No. (Description)	22-5224-89-6875 ERP System Replacement

SUMMARY STATEMENT

Background: The City of Sedona is undertaking the replacement of its current Enterprise Resources Planning (ERP) system. The existing system was purchased in FY12 as an on-site hosted software. While the City's Information Technology Department has maintained the system, the current vendor will no longer be offering support for the version of their software that the City is using, and most modern ERP systems are cloud-based with Software as a Service (SaaS) contracts. The contract with Tyler Technologies for the new ERP system is AB 3187.

Implementing a new ERP affects almost every department in the City. The core of the system is financial; however, ensuring that the new system is implemented such that other functions of the City can be streamlined and improved requires extensive project management and staff augmentation. Implementations fail when city staff are tasked with project management, development of new processes and procedures that align the capabilities of the new software with the needs of the departments and managing change in addition to their existing full-time roles.

In 2023, the City put out an RFP for ERP selection and implementation services and selected a consultant from the respondents. As the review of ERP systems and contract negotiations were underway, staff realized that the scope of the original RFP and contract did not include critical workflow mapping, on-site project management or staff augmentation to ensure that the implementation would be successful. Abdo Financial Solutions also responded to the original RFP but was not selected; the City selected the lowest cost option. The consultant responded adequately to the scope in the RFP; however, that scope was not comprehensive.

There are two critical points of failure for entities implementing a new ERP. The first is assuming that existing staff can add ERP project management, testing, validating data and learning a new system to their regular jobs. ERP implementation requires full-time, dedicated project management, as well as built-in time for staff to test, validate and train. Without a dedicated project manager and staff augmentation, implementations can take years more than planned and sometimes fail entirely.

The second point of failure is not completing workflow mapping to identify potential efficiencies before implementation begins. A new system cannot fix inefficient processes. Processes that require reconfiguration must be identified before implementation begins, to ensure that the City gets the best result from new software. A seasoned implementation project manager understands the needs of the City and can identify problem areas, easy wins and ensure that the implementation is completed timely and results in positive changes, streamlined workflows, operational efficiencies and improved service to the community. The project manager will also identify areas in which a new ERP will not improve current processes and recommend only those specific modules within an ERP that will add value. For example, the City currently uses ADP for payroll processing. In evaluating the pros and cons of shifting from ADP to the new ERP, there were some efficiencies to be gained with the Tyler system; however, the additional services that ADP offers, including tax services, are not part of Tyler's product. Not only would the City lose some functionality by switching this process, but also staff can better utilize ADP with additional training and understanding of the services available. The original consultant did not map the payroll and HR functions or compare available services from ADP with those available from Tyler Technologies. They recommended conversion of HR and Payroll.

The City did not complete an additional RFP for the services being contracted for with Abdo. In this case, because the ERP contract is ready for approval and the process is planned to start this fiscal year, this contract is recommended for approval as an exception to Sedona City Code (SCC) 3.05.030.F, requiring a formal solicitation for professional services contracts over $150,000. In this case, competition is impracticable per Sedona City Code (SCC) 3.05.050.A; issuing a new RFP would delay the implementation timeline for several months and put the success of the project, and the ability of the City to continue to operate effectively, in jeopardy.

SCC 03.05.050.A

> *Competition Impracticable*. When the city manager or procurement officer determines that a procurement requirement exists for goods, services, professional services, or construction which makes compliance with this chapter impracticable, unnecessary or contrary to the public interest, the procurement may be made pursuant to the Procurement Manual without obtaining three written price quotes or issuing a formal solicitation. Departments must have documented competition impracticable approval from the city manager or procurement officer prior to purchase that documents the unusual or unique situation that justifies the competition impracticable need.

An important consideration in the timing and impact of delay is the obsolescence of the current ERP system and the notification that the City received from the ERP vendor that the version the City runs will no longer be supported.

The scope of services included in the project proposal is attached to the professional services contract (Exhibit A). A summary is below.

Service	**Base Fee**
Chart of Accounts Development	$ 13,000
Project Management*	150,000
Staff Augmentation	160,000
Base not-to-exceed	**$ 323,000**

Optional additional services include:

- Audit preparation should the implementation of the general ledger and other finance modules be ongoing during the annual financial audit and present some difficulty in generating reports. Not-to-exceed $40,000 if option is exercised.
- Additional staff augmentation to facilitate successful implementation and ongoing work. Not-to-exceed $50,000 if option is exercised.

*It is important to note that the project management services amount of $150,000 assumes an eight-month implementation timeline during which project management would be provided. If the implementation schedule exceeds eight months, the contract will have to increase for additional project management services.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): Delay implementation of the ERP system to issue a formal solicitation. This alternative could result in negative consequences because the City's existing ERP system will no longer be supported by the vendor.

MOTION

I move to: approve a contract with Abdo Financial Solutions for implementation consulting, project management, and staff augmentation services during the implementation of the City's new Enterprise Resource Planning (ERP) software in an amount not-to-exceed $323,000, subject to approval of a written contract by the City Attorney's Office.

PROFESSIONAL SERVICES AGREEMENT
FOR
THE CITY OF SEDONA

This Professional Services Agreement ("Agreement") is made and entered into on this ____ day of _____, 20 _____ ("Effective Date"), by and between the City of Sedona, an Arizona municipal corporation ("CITY") and **ABDO Financial Solutions** ("CONSULTANT").

RECITALS

A. CITY intends to undertake a project for the benefit of the public and with public funds that is more fully set for in Exhibit A, Scope of Work.

B. CITY desires to retain the professional services of CONSULTANT to perform certain services and produce the specific work as set forth in Exhibit A.

C. CONSULTANT desires to provide CITY with professional services ("Services") consistent with consulting or other professional practices and the standards set forth in this Agreement, in order to complete the project; and

D. CITY and CONSULTANT desire to memorialize their agreement with this document.

AGREEMENT

The parties agree as follows:

1. **SCOPE OF WORK**.
   A. Scope of Work. The CONSULTANT agrees to perform certain professional consulting and coordinating services for CITY, in connection with **ERP Consulting Services** (the "Project") as set forth in **Exhibit A** "Scope of Work" attached hereto and incorporated by this reference. The services include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Work in a professional manner with due diligence and in a timely manner, including working closely with the CITY and its designated employees. CONSULTANT shall perform the services required by, and as outlined in, Exhibit A to the satisfaction of the City, exercising that degree of care, skill, diligence and judgment ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided.

   B. Change in Scope of Work. If deemed necessary by CITY, the CONSULTANT and CITY will confer to further define specific tasks in the Scope of Work and estimate the amount of time to be spent on those tasks. Any work that is different from or in addition to the work specified shall constitute a change in the Scope of Work. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the City Manager and by CONSULTANT. If CONSULTANT proceeds without such written authorization, CONSULTANT shall be deemed to have waived any claims of unjust enrichment, *quantum meruit* or implied contract. Except as expressly provided herein, no agent, employee or representative of CITY shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the

terms and scope of this Agreement.

C. Inspection; Acceptance. All work and Services performed by CONSULTANT will be subject to inspection and acceptance by the CITY at reasonable times during CONSULTANT's performance. If requested by the CITY, CONSULTANT will provide the CITY with record drawings at the completion of the project in such form and detail as the CITY may require.

D. Time. Time is of the essence for this Agreement. CONSULTANT shall complete all Services timely, efficiently and in accordance with any schedule set forth in Exhibit A.

E. Corrections. CONSULTANT shall promptly provide, at no additional cost to the CITY, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the work, Services, documents, designs, specification, and/or drawings by CONSULTANT.

F. Key Personnel. CONSULTANT shall utilize the key personnel, if any, listed in Exhibit A or in the proposal to the CITY. CONSULTANT shall not change key personnel, not utilize the listed key personnel, or utilize any other key personnel without the prior written approval of the CITY. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

2. **COMPENSATION; BILLING**.

A. Compensation. CITY agrees to pay the CONSULTANT as compensation for Services on a time and materials basis in accordance with the Scope of Work and fee schedule set forth in **Exhibit A** not to exceed a total amount of **$323,000**. Except as otherwise set forth in this Agreement, billing and payment will be in accordance with the conditions set forth in **Exhibit A**.

B. Payment. Unless otherwise agreed to by the CITY in writing, CONSULTANT will submit monthly invoices to the CITY. CITY will process and remit payment within thirty (30) days and payment will be delinquent only thirty (30) days after the date received by CITY. Each invoice shall set forth a general description of the work performed, in accordance with the Scope of Work, for the hours billed. Payment may be subject to or conditioned upon CITY'S receipt of unconditional waivers and releases on final payment from all subconsultants. If a dispute over payment arises, and during all claims resolution proceedings, CONSULTANT shall continue to render the Services in a timely manner. Payment by the CITY does not constitute acceptance by the CITY of the Services or CONSULTANT's performance, nor does payment constitute a waiver of any rights or claims by the CITY.

C. Expenses. Any fee required by any governmental agency in order for CONSULTANT to accomplish a task hereunder shall be provided by CITY and is not included in the hourly fee. No reimbursable expenses or costs of any kind shall be paid by the CITY unless expressly approved by the CITY in writing before they are incurred. Any approved reimbursable expenses will be paid at the actual cost without any markup and will be paid only after they are incurred.

D. Taxes. CONSULTANT shall be solely responsible for any and all tax obligations which may result out of the CONSULTANT's performance of this Agreement. The CITY shall have no obligation to pay any amounts for taxes, of any type, incurred by the CONSULTANT.

3. **OWNERSHIP OF DOCUMENTS**. All documents, including, but not limited to, correspondence, estimates, notes, recommendations, analyses, reports, data and studies that are prepared in the performance of this Agreement are to be, and shall remain, the property of CITY and are to be delivered to CITY before the final payment is made to the CONSULTANT. CONSULTANT hereby grants to the CITY an irrevocable, exclusive, royalty-free perpetual license to reproduce and use any and all data, documents (including electronic documents and files), designs, drawings and specifications prepared or furnished by CONSULTANT pursuant to this Agreement. Any modifications made by the CITY to any of the CONSULTANT'S documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the CONSULTANT will be at the CITY'S sole risk and without liability to the CONSULTANT.

4. **PROFESSIONAL RESPONSIBILITY**. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. CONSULTANT warrants that the Services rendered will conform to the requirements of this Agreement and to the professional standards in the field. The CITY has no obligation to provide CONSULTANT any business registrations, licenses, tools, equipment or material required to perform the Scope of Work.

5. **COMPLIANCE WITH LAW**. It is contemplated that the work and Services to be performed by CONSULTANT hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations that are in effect on the date of this Agreement. Any subsequent changes in applicable laws, ordinances, rules or regulations that necessitate additional work shall constitute a change in the Scope of Work. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included.

6. **INDEMNIFICATION**. To the fullest extent permitted by law, CONSULTANT will indemnify, defend and hold harmless CITY, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of CONSULTANT, its officers, employees, agents or any tier of subcontractor in connection with CONSULTANT'S work or Services in the performance of this Agreement. In consideration of the award of this Agreement, CONSULTANT agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by CONSULTANT for the CITY. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

7. **INSURANCE**.

A. General:

1. The CONSULTANT agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages and as may be requested by CITY, either in the initial bid, or prior to commencement of particular tasks. CONSULTANT shall submit to CITY before any work is performed, certificates from the CONSULTANT's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

   Coverage A: Statutory benefits as required by the Labor Code of the State of Arizona.

   Coverage B: Employer's Liability

Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

3. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and TWO MILLION DOLLARS ($2,000,000.00) general aggregate.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any one occurrence, with respect to each of the CONSULTANT'S owned, hired or non-owned automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto, All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability coverage with minimum limits of ONE MILLION DOLLARS ($1,000,000.00) each claim and TWO MILLION DOLLARS ($2,000,000.00) general aggregate. If approved by CITY, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages. Coverage must have no exclusion for design-build projects.

B. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this Agreement. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- VII or higher, unless CONSULTANT obtains prior written approval of CITY.

D. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be subject to review and approval by CITY. The

Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least thirty (30) days prior written notice has been given to CITY. The CITY shall be named as an additional insured. The completed Certificate of Insurance shall be sent to:

City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336
ATTN: City Clerk

E. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this Agreement or, at its discretion, CITY may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONSULTANT to CITY upon demand, or CITY may offset the cost of the premiums against any monies due to CONSULTANT from CITY.

F. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow CITY access to any and all insurance policies and endorsements pertaining to this particular job.

G. All policies shall provide primary coverage and waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured endorsements: Automobile Liability Insurance and Commercial General Liability.

I. CITY reserves the right to require higher limits of liability coverage if, in the CITY's opinion, operations or services create higher than normal hazards.

8. **NON-ASSIGNABILITY**. Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

9. **TERM; TERMINATION**.

A. Term. This Agreement shall terminate on **December 31, 2026**, or at such time as the work in the Scope of Work is completed, whichever occurs first.

B. Termination for Convenience. This Agreement is for the convenience of the CITY and may be immediately terminated without cause after receipt by the CONSULTANT of written notice by the CITY. Upon termination for convenience, CITY shall pay CONSULTANT for all work previously authorized and performed prior to the date of termination. If, however, CONSULTANT has substantially or materially breached the standards and terms

of this Agreement, CITY shall have any remedy or right of set-off available at law and equity. Upon any termination of this Agreement, no further payments shall be due from the CITY to CONSULTANT unless and until CONSULTANT has delivered to the CITY full sized and usable copies of all documents, designs, drawings, and specifications generated by CONSULTANT in relation to the Project or this Agreement. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by CITY to CONSULTANT in the event of termination upon notice. After termination, CONSULTANT may complete other such work as it deems necessary, except that such work will be at its own expense and there shall be no "termination charge" whatsoever to CITY.

C. Termination for Cause. CITY may terminate this Agreement for cause if CONSULTANT fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

D. Extension for Procurement Purposes. Upon expiration of the Term of this Agreement, including the initial term and any renewals, at the CITY'S discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the CITY to complete its procurement processes to select a vendor to provide the services/materials similar to those provided under this Agreement. There are no automatic renewals of this Agreement.

E. Appropriation of Funds. Every payment obligation of the CITY under this Agreement is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the CITY at the end of the period for which funds are available. No liability shall accrue to the CITY in the event this provision is exercised, and CITY shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision.

10. **VENUE; JURISDICTION; JURY TRIAL WAIVER**. This Agreement shall be governed by the laws of the State of Arizona, and any legal action concerning the provisions hereof shall be brought in the County of Yavapai, State of Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

11. **INDEPENDENT CONTRACTOR**. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this Agreement, and any exhibits and/or addenda, all personnel assigned by CONSULTANT to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of CONSULTANT for all purposes. The CITY does not have the authority to supervise or control the actual work of CONSULTANT, its employees or subcontractors. CONSULTANT shall make no representation that it is the employee of CITY for any purpose.

12. **NO WAIVER**. Delays in enforcement or the waiver of any one (1) or more defaults or breaches of this Agreement by CITY shall not constitute a waiver of any of the other terms or obligations of this Agreement.

13. **ENTIRE AGREEMENT**. This Agreement, together with the attached exhibits, is the entire agreement between CONSULTANT and CITY, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed except by written amendment executed by both parties. This Agreement will be construed and interpreted according to its plain meaning, and no presumption will be deemed to apply in favor of or against the party drafting the Agreement. In the event any term or provision of this Agreement is held to be illegal or in conflict with any law of the United States or Arizona or any local law, the validity of the remaining provisions shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision.

14. **NON-DISCRIMINATION**. CONSULTANT, its agents, employees, contractors and subcontractors shall not discriminate in any employment policy or practice. "Discrimination" means to exclude individuals from an opportunity or participation in any activity or to accord different or unequal treatment in the context of a similar situation to similarly situated individuals because of race, color, gender, gender identity, sexual orientation, religion, national origin or ancestry, marital status, familial status, age, disability, or Veteran status. (Ordinance 2015-10) (2015).

15. **COMPLIANCE WITH FEDERAL AND STATE LAWS**.

A. In the performance of this Agreement, CONSULTANT will abide by and conform to any and all federal, state and local laws.

B. Under the provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to CITY that CONSULTANT and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject CONSULTANT to penalties up to and including termination of this Agreement at the sole discretion of CITY. CITY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on this Agreement to ensure that the contractor or subcontractor is complying with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any such inspections. CITY may, at its sole discretion, conduct random verification of the employment records of CONSULTANT and any subcontractors to ensure compliance with the Contractor Immigration Warranty. CONSULTANT agrees to assist CITY in regard to any random verification performed. Neither CONSULTANT nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if CONSULTANT or any subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, Subsection A.

C. The provisions of this Section must be included in any contract that CONSULTANT enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract. For the purposes of this paragraph, "Services" are defined as furnishing labor, time or effort by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real

property.

D. If applicable (CONSULTANT is a natural person), CONSULTANT shall execute the required documentation and affidavit of lawful presence as set forth in ARS 1-502/8 USC § 1621 (**Exhibit B**).

E. CONSULTANT understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: CONSULTANT must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited," and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

16. **DISPUTE RESOLUTION**. The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advise within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

17. **DELAYS**. CONSULTANT shall not be responsible for delays which are due to causes beyond CONSULTANT'S reasonable control. In case of any such delay, any deadline established as part of the Scope of Work shall be extended accordingly.

18. **REMEDIES UPON BREACH**. If any party to this Agreement materially breaches the terms of the Agreement, the non-breaching party may exercise any and all remedies available to them under Arizona law, including, without limitation, if applicable, bringing a lawsuit for monetary damages or specific performance. THE PARTIES HERETO EXPRESSLY COVENANT AND AGREE THAT IN THE EVENT OF LITIGATION ARISING FROM THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO AN AWARD OF ATTORNEY FEES, EITHER PURSUANT TO CONTRACT, PURSUANT TO A.R.S. § 12-341.01 (A) AND (B), OR PURSUANT TO ANY OTHER STATE OR FEDERAL STATUTE, COURT RULE, CASE LAW, OR COMMON LAW.

19. **CONFLICT OF INTEREST**. From the date of this Agreement through the termination of its service to CITY, CONSULTANT shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this Agreement and/or adversely impact the quality of the work under this Agreement without the express approval of the City Manager and the City Attorney. Whether such approval is granted shall be in the sole discretion of the City Manager and the City Attorney. The parties hereto acknowledge that this Agreement is subject to cancellation pursuant to the provisions of ARS § 38-511.

20. **NOTICE**. Any notice or communication between CONSULTANT and CITY that may be required, or that may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States Mail, addressed as follows:

CITY:	City of Sedona Attn: Barbara Whitehorn, Financial Services Director 102 Roadrunner Drive Sedona, AZ 86336
CONSULTANT:	ABDO Financial Solutions Attn: Jean McGann 14500 N. Northsight Blvd, STE 321 Scottsdale, AZ 85260

21. **EXHIBITS**. The following exhibits, are a part of this Agreement and incorporated by this reference:
Exhibit A Scope of Work
Exhibit B Affidavit of Lawful Presence
In the event of any conflict between the terms of an Exhibit and this Agreement, the terms of the Agreement shall control.

22. **NOTICE TO PROCEED**. Unless otherwise noted by CITY, acceptance of this Agreement is official notice to proceed with the work.

23. **PUBLIC RECORDS**. Notwithstanding any provisions of this Agreement regarding confidentiality, secrets, or protected rights, CONSULTANT acknowledges that all documents provided to the CITY may be subject to disclosure by the Arizona public records law under A.R.S. 39-121 and related provisions. In the event CONSULTANT objects to any disclosure, CONSULTANT agrees to handle all aspects related to the request including properly communicating with the requester and timely responding with information and CONSULTANT agrees to indemnify the CITY from an claims, actions, lawsuits, damages and losses resulting from CONSULTANT's objection to the disclosure.

24. **NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN PEOPLES REPUBLIC OF CHINA.** As applicable, CONSULTANT certifies and agrees it is not currently engaged in and for the duration of the Agreement will not engage in a boycott of Israel, as that term is defined in A.R.S. §35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. §35-394.

CITY OF SEDONA, ARIZONA

_____

Anette Spickard, City Manager

ATTEST:

_____

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____

Kurt W. Christianson, City Attorney

ABDO FINANCIAL SOLUTIONS

By:_____

Title:_____

I hereby affirm that I am authorized to enter into and sign this Agreement on behalf of CONSULTANT

EXHIBITS

Exhibit A

☐ Scope of Work and Associated Costs



SERVICE PROPOSAL FOR

City of Sedona

102 Roadrunner Drive, Building 106, Sedona, Arizona 86336

July 22, 2025

abdosolutions.com | *Mankato, MN - Edina, MN - Scottsdale, AZ*

Abdo Financial Solutions

Proposed by

Jean McGann, CPA

Partner | Abdo

jean.mcgann@abdofs.com

P *952.715.3059*



Barbara Whitehorn, Director of Financial Services

City of Sedona

102 Roadrunner Drive, Building 106

Sedona, Arizona 86336

July 22, 2025

Dear Barbara,

Thank you for the opportunity to submit this proposal to the City of Sedona, (the City), for accounting services. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions (Abdo FS), will provide the City with excellent financial services.

We are confident our solution will offer the City advanced insights, provide public finance guidance, and serve as an experienced partner to assist the City in Chart of Account mapping, Project Management, and Staff Augmentation. Our proposal is based on the needs of the City as we discussed and the experiences we have had working with other cities. This proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract shall be from November 1, 2025 through December 31, 2026.

An Abdo FS representative will perform services remotely as noted on the Scope of Services page. Services will also be performed on-site as deemed necessary.

The investment required for our services is indicated on the value page, and this quote remains valid for thirty (30) days.

Abdo FS acknowledges the City may have/has retained an independent registered municipal advisor (IRMA) to assist and advise the City in evaluating information relating to the issuance of municipal securities and/or municipal financial products. Abdo FS acknowledges the City will rely on advice from their IRMA. Abdo FS will have no recourse against the City or its IRMA, regarding action or inaction relating to evaluating, commenting on, or responding to financial projects or information received under this Agreement. Abdo FS acknowledges it is not the registered independent municipal advisor retained by the Municipal Entity Client.

Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

Abdo Financial Solutions

Jean D. McGann

Jean McGann, CPA

Partner | Abdo

The current state

WHAT WE HEARD

We understand the challenges you face as an organization with ever-changing regulations, financial standards, staffing changes, and council vision. Through our conversations, we understand these challenges to include:

- **Challenge 1** – The City is undertaking the implementation of a new Enterprise Resource Planning (ERP) system, which will significantly transform the practices and procedures across all municipal departments. To ensure the success of this initiative, the City is committed to establishing robust change management protocols, allowing staff sufficient time to dedicate to the implementation process. Additionally, the project will be meticulously managed to prevent cost overruns and to maintain progress on schedule.
- **Challenge 2** – Effective communication with staff, the City Council, vendors, and the media is crucial throughout the ERP implementation. The City aims to keep all stakeholders well-informed about the process, progress, and benefits of the new system. By doing so, the City seeks to facilitate a smooth transition and maximize the advantages of the ERP system for all involved parties.

CONSIDERATIONS AS YOU MOVE FORWARD

Given these challenges you're facing, we know that it can become overwhelming to grasp all the factors at play. Our team wants to ensure you have a pulse on all of these factors as you begin your search for solutions. Have you considered the following:

- Consideration 1: Staff augmentation is a strategic approach that allows organizations to temporarily enhance their workforce with skilled professionals, particularly during critical projects such as ERP implementation. Abdo offers the City the ability to scale its team in accordance with project demands, ensuring flexibility without necessitating long-term commitments.
- Consideration 2: Abdo will supply the necessary resources to facilitate a seamless transition during the ERP implementation phase, maintaining current operational flows. This is crucial to prevent any disruptions that could negatively impact year-end audit and reporting obligations.
- Consideration 3: Although the ERP vendor will appoint a Project Manager to oversee the implementation, this individual primarily represents the vendor's interests. By appointing Abdo as the Project Manager for the City, we ensure that the City's priorities and interests remain at the forefront of the project.

The path forward

WHAT'S YOUR VISION?

Let's build it together. With knowledge and care, Abdo lights your path forward—illuminating opportunity and fueling your confidence to navigate the future. What do you envision for your future? We believe it could look something like this:

- Upon the successful implementation of the Enterprise Resource Planning (ERP) system, the City will gain a robust and transparent financial infrastructure, along with efficient and automated modules across various departments. For instance, the automation of accounts payable, the online review of building permits, and the elimination of manual spreadsheets will significantly enhance operational efficiency.
- Moreover, by redefining the Chart of Accounts prior to the ERP deployment, the City will establish a more structured reporting framework. This will facilitate versatile reporting and analysis capabilities, enabling a comprehensive examination of financial accounts from multiple perspectives.

EXPERTISE FOR YOUR CHALLENGES

In the government space, your organization faces unique challenges that require a specific understanding of government regulations and operations. Our team not only has experience working with governmental entities, but many came directly from city administration and finance offices, giving them a unique understanding of the challenges you face.



Meet Julie

Julie McMackins

Senior Manager

Julie has over 15 years of experience working with Minnesota municipalities and two years experience in the private sector. She currently works with clients in a variety of financial roles such as project management, budgeting, annual and quarterly financial reporting, utility rate studies, long-term planning, and audit preparation.



The Abdo Difference

At Abdo, we believe in the importance of relationships. This core value is the foundation of our approach to delivering the best experience and outcomes for our clients. It's inherent in our people and the way we work.

We know that for our clients to be successful, it takes more than having experience and credentials – we take the time to listen to their unique motivations, goals, and challenges. We truly care about their journey and where their path leads.

LEARN MORE ON OUR WEBSITE

Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Final team member assignments will be assigned after signing the proposal and our team is aware of the capacity. Each team member is briefly profiled below.



JEAN MCGANN, CPA

Partner
jean.mcgann@abdofs.com
P *952.715.3059*

Partner providing oversight of engagement.



VICTORIA HOLTHAUS, CPA, MPA

Partner
victoria.holthaus@abdofs.com
P *952.715.3069*

Secondary Partner providing oversight of engagement.



KASHA GANSKY, CPA

Senior Manager
kasha.gansky@abdofs.com
P *952.377.8025*

In charge of the Chart of Accounts Mapping development, collaborating with the City team to ensure the vision is met.



JULIE MCMACKINS

Senior Manager
julie.mcmackins@abdofs.com
P *952.715.3062*

Direct oversight of team members and responsible for review of work.



KARRI THORSTEN

Manager
karri.thorsten@abdofs.com
P *952.939.3214*

Financial reporting, analytics, month-end close, and audit preparation



JESSI STURTZ

Manager
jessi.sturtz@abdofs.com
P *507.304.6888*

Financial reporting, analytics, month-end close, and audit preparation



DAVID MUELLER

Senior Associate
david.mueller@abdofs.com
P *952.715.3076*

Monthly reconciliations, accounts receivable, and accounts payable



MACIE STEVERMER

Associate
macie.stevermer@abdofs.com
P *507.304.6822*

Cash receipting, utility billing, and accounts receivable

Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in governmental consulting and auditing. Out of our 250-strong, talented staff, over 70 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving cities across the United States, we have become experts in the nuances of how to best support your city. Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your city and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your city mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving government entities. We spend more than 100 hours training and onboarding to ensure success for our clients. We truly hope that you partner with us to light the path forward for your organization.

OUR QUALIFICATIONS

- GFOA, GFOAz, and MnGFOA Association members
- Government operations training
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Training
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Chart of Accounts Mapping

When making significant software changes, it is important to review the existing chart of accounts.

Abdo FS will map the existing chart of accounts to the new chart of accounts and work with the Software Engineers to ensure the mapping is imported to the new software.

The goal of the restructuring is to consolidate financial reporting, provide additional reporting features and create efficiency with accounting processes.

Specific Objectives:

- Initial meeting with City team to review existing chart of accounts and discuss outcomes/expectations
- Review of financial software requirements
- Preparation of mapping guidelines
- Incorporation of project accounting
- Off site interviews and meetings to gather detailed information as needed
- Follow-up interviews will be conducted as necessary to develop and evaluate all potential solutions and recommendations
- Outcomes with chart of accounts recommendation
- Chart of Accounts that incorporates best practices, standardization and financial software requirements project benefits

When considering a project of this scale, it is important to consider the investment of time as well as the overall cost. In addition, the benefits of moving to a consolidated software platform should also be considered. Based on our experience working with other entities, the City should anticipate the following benefits as they consider the overall investment.

- Reduction of data integrity issues; file rebuilds
- Enhanced financial reporting capabilities
- Streamlined processes resulting in increased staff capacity
- Reduction in adjusting entries
- Elimination of tracking spreadsheets outside of the financial system
- Positions City for future growth
- Potential to save dollars in future

Project Management

OVERVIEW

The City of Sedona will be transitioning it's key technology and operational functions to a new enterprise resource planning, or ERP solution. A software implementation is a significant effort and investment for any organization, and having the right resources involved and key roles in place from the start is critical to a successful implementation. Partnering with an experienced Project Manager ensures the City is equipped to direct staff and software stakeholders, manage and communicate project deadlines, coordinate communication and information sharing, monitor decisions and issue resolution, communicate scope changes, and help ensure the project stays on track and on budget.

OUR TEAM & APPROACH

Abdo uses methods centered around technology and experience to deliver unparalleled solutions, focusing on relevant and customizable methodologies based on your needs. The Project Management function works with client, team, software vendor and technology to take current processes to the next level of performance, and to see beyond “current state” to continually support the client in working towards “ideal future state” and maximum potential. Our success in project management is driven by utilizing staff experienced in software implementations and project management, along with a focus on operational efficiency and effectiveness. Our Project Management team members bring strong organizational and communication skills to your team with keen attention to detail while also focusing on the team members and their needs throughout the project.

OVERALL RESPONSIBILITIES

This client assigned Project Manager role serves as a single point of contact for the ERP implementation project. This role will provide internal project leadership for the City of Sedona team and create an environment of collaboration - listening to client needs, concerns and challenges, identifying resources and actions needed, and creating an environment and expectation of accountability across the entire team. A description of key responsibilities overall, and by project by phase is included herein.

STAFF AUGMENTATION

The strategic approach involves temporarily supplementing your existing workforce with skilled governmental accounting professionals. this allows your team to focus on the ERP implementation without compromising daily operations. We will adjust our team size according to the project's requirements, providing the City with the flexibility it needs without a long-term commitment. Recognizing the importance of audit preparation, we are prepared to assist the City in this process. this support enables City staff members to allocate the necessary time and attention to ethe ERP implementation. Our goal is to ensure the City experiences a smooth transition with minimal disruption to its essential functions.

Value

At Abdo FS, we are dedicated to assisting our clients in achieving their financial goals through comprehensive and personalized financial services. Our team of experienced professionals provide expert guidance in public finance.

Fees are based on the assumption and limitations outlined in the Scope of Services. Below are the fees for our services.

SERVICES	FEE
Chart of Accounts Development	$13,000
Project Management	$150,000*
Staff Augmentation Base	Not to exceed $160,000**
Base total not to exceed with the exception of Project Management*	**$323,000**
Optional Services	
Audit Preparation	Not to exceed $40,000
Staff Augmentation	Not to exceed $50,000
Total not to exceed if optional services are exercised with the exception of Project Management	**$413,000**

STAFF LEVEL	HOURLY RATES
Partner	$560
Senior Manager	$410
Manager	$340
Senior Associate	$275
Associate	$235

The hourly rates above apply to Project Management, Staff Augmentation, and Audit Preparation.

****Project Management is based on an assumed implementation of 8 months. If implementation exceeds 8 months and/or the scope of the project increases, it will be necessary to increase the contract amount.***

*** Staff Augmentation*** - Daily, weekly, and monthly finance transactional services such as accounts payable, accounts receivable, cash receipting, utility billing, and other transactional functions will be performed by an Associate and/or a Senior Associate. The month end close, analytics, and financial reports will be provided by a Manager. The investment for staff augmentation is based on past experience and the need will be directed by the City. Additional detail is provided on the Scope of Services page.

*** **Audit Preparation** - if the ERP implementation overlaps with the fiscal year end, there may be a need for assistance with audit preparation. If City staff has capacity, the investment by the City will be reduced.

If on-site presence is requested, travel time will be invoiced at 1/2 the hourly rate and mileage at the standard IRS rate.

This quote is valid for thirty (30) days.

Monthly installment fees will be invoiced throughout the remainder of this contract.

In an effort to reduce environmental impact, you will receive printable, downloadable PDFs of your report. To receive one (1) paper report, you will be charged $150 for a set-up fee. Additional paper copies will be charged at the rate of $50 per report.

Scope of Services

ABDO FS CONTRACT TASK	FREQUENCY
Chart of Accounts Development	
Review existing chart of accounts and identify and reporting sort falls with the existing structure	One-time
Meet with finance and management to ensure their vision is captured within the new chart of accounts	One-time
Prepare a crosswalk of existing and proposed chart of accounts	One-time
Ensure regulatory matters are factored into the new chart of accounts	One-time
Meet with end users to ensure the new chart of accounts fits the needs of the City now and into the future	One-time
Work with the software engineer to ensure data is imported into the new ERP	One-time
Project Management	
Change management - work with stakeholders to ensure they are accepting of change and understand steps in the process. We anticipate this will be and average of 2 hours per week for the duration of the project.	Weekly
Weekly project meetings	Weekly
Vendor communications	Weekly
Media communications	Monthly
Schedule and supervise training	Timing and frequency to be determined by ERP project plan
Evaluate staff readiness for go-live	Timing and frequency to be determined by ERP project plan

ABDO FS CONTRACT TASK	FREQUENCY
Staff Augmentation	
Cash receipting (2 days a week for 2 months)	Weekly
Accounts payable (3 days a week for 2 months)	Weekly
Utility billing (2 months)	Monthly
Accounts receivable (1 day a week for 2 months)	Weekly
Monthly Analytics (8 months)	Monthly
Month-end reconciliations (8 months)	Monthly
Monthly financial reporting (8 months)	Monthly
Audit preparation (if needed)	One-time

What Our Clients Say



CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their city thrive as we help them to evolve and grow. Our clients listed below serve as a sample of references of those we partner with for their consulting services. Additional references are available upon request.

CITY OF CRYSTAL, MINNESOTA

Kim Therres

Assistant City Manager

P *763.531.1132*

SERVICES PROVIDED

Long-term Plan

Outsourced Finance Director

Process Evaluation (ProEval)

Utility Rate Study

Budgeting

Audit Preparation

Utility Billing

Payroll Processing

SHAKOPEE PUBLIC UTILITIES

Kelley Willemssen

Finance Director

P *952.233.1516*

SERVICES PROVIDED

Outsourced Finance Director

Audit Preparation

Budgeting

Process Evaluation (ProEval)

Software Evaluation & Implementation

CITY OF NEW HOPE

Valerie Leone

City Clerk / Treasurer

P *763.531.5117*

SERVICES PROVIDED

Outsourced Finance Director

Audit Preparation

Long-term Plan

Budgeting

ERP Project Management

CITY COUNCIL AGENDA BILL

AB 3187
August 26, 2025
Regular Business

Agenda Item: 8e
Proposed Action & Subject: Discussion/possible action regarding approval of award RFP No. 24-008, for the Software and Implementation of an Enterprise Resource Planning (ERP) System, to Tyler Technologies, Inc. for a 5-year term in an amount not-to-exceed $1,530,663.00.

Department	City Manager's Office (J. Andy Dickey)
Time to Present	30 mins
Total Time for Item	45 mins
Other Council Meetings	October 24, 2023, August 26, 2025 (AB 3252)
Exhibits	A. Tyler – Contract

Finance Approval	Reviewed 08/12/25 BGW
City Attorney Approval	Reviewed 8/13/25 KWC
City Manager's Recommendation	Recommend approval ABS 8/14/25

Expenditure Required	
	$ 1,530,663.00
Amount Budgeted	
	$ 2,000,000.00
Account No. (Description)	22-5224-89-6875 (FY26, and FY27) Citywide Business Software)

SUMMARY STATEMENT

Background:

During past budget cycles, staff has shared concerns about the current Enterprise Resource Planning (ERP) system used (Springbrook), including concerns about limited functionality, inefficiencies, customer service issues, and the lack of integration due to various add-on systems used in attempts to address the shortfalls of the current system. In January 2023 during the Council Retreat discussion regarding priorities, it was shared that Springbrook had recently notified staff that it would no longer support the current version. The City Council elevated the goal of selecting and implementing a new ERP system to the top priority.

Selection and implementation of a new ERP system is a significant undertaking, potentially taking two to three years to complete, typically consultants are hired to assist with selecting and implementing the software conversion. In October 2023, a consulting firm specializing in selecting and implementing ERP systems was awarded a contract to help the city select a new ERP system.

During the selection process staff has reviewed existing business processes, identified opportunities for efficiency improvement, and prepared a Request for Proposal (RFP) for purchase and implementation of the new ERP system.

On April 29, 2024, the city solicited proposals for RFP No. 24-008, ERP System. Proposals were due on June 5, 2024. A total of nine (9) proposals were received.

Technical and Price Proposal Scores: A technical evaluation team consisting of nine (9) city employees scored the nine (9) proposals in accordance with the evaluation criteria stated in the RFP.

Departments represented on the evaluation team include:

- City Manager's Office
- Clerk
- Community Development
- Finance
- Human Resources
- Information Technology
- Police Department
- Public Works

Technical proposals were evaluated on the following five (5) criteria, which equated to one hundred percent (100%) of the score:

1. Functional and technical fit to the City's requirements (35%)
2. Technology, support, and architecture of the solution (15%)
3. Vendor's experience, expertise & quality, and relevance of references (10%)
4. Implementation approach and timeline (20%)
5. Total cost of the solution (20%)

The top five (5) highest scoring firms, the short-listed firms, were invited to the demonstration stage of evaluation. The list of firms below is in order of final score, with the top five (5) representing the short-list.

	Proposer's Name
1	Tyler Technologies
2	Citizenserve
3	Continental Utility
4	NEOGOV
5	Springbrook
6	Harris ERP
7	TruePoint Solutions
8	North Star Utilities

9	4i Apps Solutions

Demonstration Scores: In the Fall 2024, the demonstration evaluation team consisted of nine (9) city employees who evaluated demonstrations provided by the short-listed firms in accordance with the evaluation criteria stated in the RFP.

Interview scores were evaluated on the following three (3) criteria:

1. Functionality Demonstrated (60%)
2. Technical Capabilities (20%)
3. Adherence to Script (20%)



Figure 1: The ERP Evaluation Team During Review – In the Vultee Conference Room

Below is a summary of each short-listed firm's Final Score. In accordance with the RFP documents, the city selected the highest scoring firm from the demonstrations, Tyler Technologies, for recommendation of award.

	Proposer's Name	Final Score
1	Tyler Technologies	125
2	Citizenserve	115
3	Continental Utility	112
4	NEOGOV	108
5	Springbrook	100

Recommendation for Award Summary: The evaluation team unanimously recommends Tyler Technologies for award of the ERP software. The team found Tyler Technologies to have the solution that best fits the functionality and technical requirements outlined in the RFP.

Department	Department Related Modules Evaluated	Included in Contract
City Manager's Office	System Wide	Yes
Clerk	System Wide	Yes
Community Development	Permitting & Licensing	Yes
Finance	Financials, Utility Billing	Yes
Human Resources	Human Resources with Time and Attendance	No*
Information Technology	System Wide	Yes
Police Department	System Wide	Yes
Public Works	System Wide / Permitting	Yes

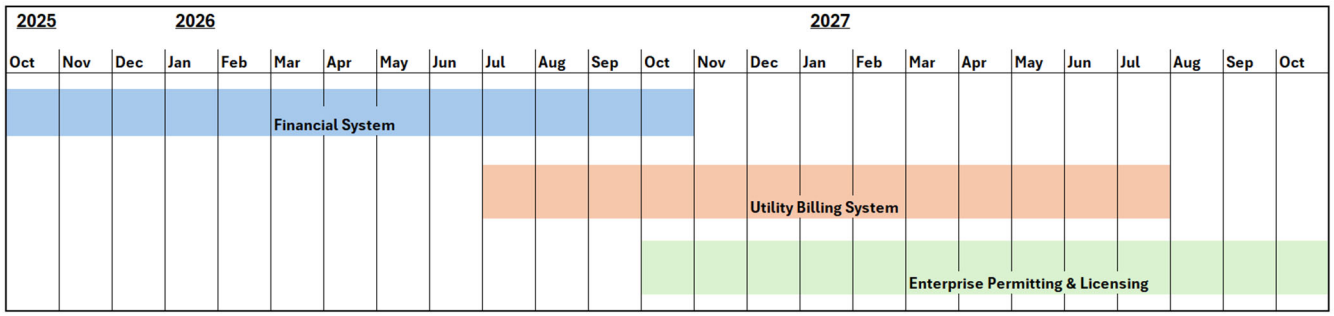
* = The Human Resources with Time and Attendance will remain with Automatic Data Processing, Inc. (ADP). However, additional features of ADP will be included with the implementation effort to increase functionality.

Tyler Technologies Proposal Price Breakdown

Description	One-Time Fees	Annual Reoccurring Fees
SaaS	-	$171,535.00
PCI Service Fee	-	$180.00
Professional Services	$634,395.00	-
Hardware	$7,693.00	-
Travel Expenses (est. NTE)	$30,000.00	-
Total	$672,088.00	$171,715

	Five-Year Term Total
Tyler Technologies	$1,530,663.00

Tyler's Project Timeline



Implementation will begin in October 2025 with the financial system and continue through October 2027 when implementation of the permitting and licensing system is expected to be complete. As the implementation process moves forward a consultant will assist staff through the process. This consultant contract will be presented to council through a separate agenda bill at the August 26, 2025, meeting (AB 3252).

The resulting contract with Tyler Technologies has an initial term of five (5) years with optional one-year renewal terms which can be exercised for up to five (5) additional years.

Budget

The FY26 Capital Improvement Plan (CIP) includes $1,500,000 budget for purchase and implementation of the new ERP system. $500,000 is also included in the FY27 CIP. The budget split between FY26 and FY27, expects most work to be complete in FY26. Considering the current timeline, the split will need to be increased in FY27, when the FY27 budget is created.

Climate Action Plan/Sustainability Consistent: ☐**Yes -** ☐**No -** ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable -** ☒**Not Applicable**

Alternative(s): Not approve the ERP contract with Tyler Technologies. This alternative could result in negative consequences because the City's existing ERP system will no longer be supported by the vendor.

MOTION

I move to: approve award of RFP No. 24-008, Professional Services contract for the Software and Implementation of an Enterprise Resource Planning (ERP) System, to Tyler Technologies for a 5-year term in an amount not-to-exceed $1,530,663.00, subject to approval of a written contract by the City Attorney's Office.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service ("SaaS") Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement as defined below. NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** or **"Contract"** means this Software as a Service Agreement, including Exhibits and Schedules, the City of Sedona Addendum, City of Sedona RFP 24-008RFP, any other documents referenced or included in 24-008RFP, and Tyler's response to 24-008RFP (collectively referred to as "Agreement" or "Contract").
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" or **"City"** means the City of Sedona, Arizona.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. Where the Qty. is greater than 1, that signifies the number of users, with the exception of the Time & Attendance module, which specifically states "Up to 250 Employees," even though the Qty. is 1. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other

cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or Investment Summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or, if any, a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS"** means (i) the software as a service which is hosted by Tyler and which is accessed by Client and its users via the Internet; and (ii) associated services as more fully described in this Agreement and as SaaS Services.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other Professional Services.
- **"SLA"** means the service level agreement between Tyler and Client that provides specific measurable aspects related to the SaaS Services and defines the service standards and remedies for failure to meet those goals. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support channels and methods applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, attached as Exhibit D.
- **"Tyler"** or **"Contractor"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add Defined Users or additional Data Storage Capacity on the terms set forth in this Agreement. You may reduce the number of Defined Users listed in the Investment Summary upon at least sixty (60) days' advance notice, with such removal(s) to be effective on the next annual renewal date. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement. Prior to any increase in charges pursuant to this Section, Tyler will provide you notice of such excess(es) and reasonably cooperate with you to identify opportunities for managing user and Data Storage Capacity limits so as to not incur additional charges.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data solely to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data that did not previously include legally protected personally identifiable information prior to being deidentified for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy), the City of Sedona Addendum and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with Section 18-522 of the Arizona Revised Statutes and applicable federal data breach notification laws.
4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or

4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center located within the contiguous United States. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security.

We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and if applicable, described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services/Change of Scope. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. Any work that is different from or in addition to the work specified in scope as of the Effective Date shall constitute a change in the Statement of Work and will require a written amendment signed by an authorized representative of each party. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment. If additional work is required, or additional services are requested, we will provide you with an addendum or change order to include in a written amendment, as applicable, outlining the costs for the additional work and/or services. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel professional services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to

your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.

9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement and as applicable, the City of Sedona Addendum.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. Refer to Section 18 of the City of Sedona Addendum.
2. Termination. This Agreement may be terminated as provided in Section 18 of the City of Sedona Addendum.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.
   1.1. We will defend and indemnify you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, trademark, or other intellectual property rights, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement,

including with non-licensed third parties.

1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:

1.3.1. procure the right to continue its use;

1.3.2. modify it to make it non-infringing; or

1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

1.4. This section provides your exclusive remedy for third-party copyright, patent, trademark, or other intellectual property rights infringement and trade secret misappropriation claims.

(Reserved)

2. **General Indemnification. Refer to Section 13 of the City of Sedona Addendum.**

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT, AS DEFINED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, AS DEFINED HEREIN, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1), AND THE LIMITATION OF LIABILITY FOR CLAIMS THAT ARE SUBJECT TO SECTION F(2)/SECTION 13 OF THE CITY OF SEDONA ADDENDUM SHALL BE $5 MILLION.**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF THIS AGREEMENT, AS DEFINED HEREIN, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. Refer to Section 15 of the City of Sedona Addendum.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twenty-four (24) months from the Effective Date by

executing a mutually agreed amendment or addendum. If no rate is provided in the Investment Summary, or those twenty-four (24) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of the City of Sedona Addendum and this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
   2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
   2.2. *Invoice Issues*.
      2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
      2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
      2.2.3. You agree to pay all undisputed fees within forty-five (45) days of receipt of an invoice.
      2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment of undisputed fees, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement if City does not cure a failure to pay fees undisputed by City within sixty (60) days of Contractor's notice to City that City has overdue payments of fees undisputed by City. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES 60 DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
   2.3. *Dispute Resolution*. Refer to Section 5 of the City of Sedona Addendum.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement, as defined herein, represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. This Agreement may only be modified by written amendment, signed by an authorized representative of each party.

11. Severability. If any term or provision of this Agreement, as defined herein, is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement as defined herein, are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name only in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential or proprietary business information

and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information, and trade secrets as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
iii. a party receives from a third party who has a right to disclose it to the receiving party; or
iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement. Refer to Section 10 of the City of Sedona Addendum.

17. (Reserved)

18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

20. (Reserved)

21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, attached as Exhibit H. By signing this Agreement or accessing, installing, or using any of the Tyler solutions listed at Exhibit H, you certify that you have reviewed, understand, and agree to said terms.

22. Contract Documents & Order of Precedence.

22.1. *Contract Documents*. This Agreement includes the following attachments:

CITY OF SEDONA ADDENDUM
Exhibit A Investment Summary
Exhibit B Invoicing and Payment Terms
Schedule 1: Business Travel Policy
Schedule 2: SaaS Fee Payment Terms
Exhibit C Service Level Agreement
Schedule 1: Support Call Process
Exhibit D Third-Party Terms

	Schedule 1: DocOrigin Terms
	Schedule 2: ThinPrint Terms
Exhibit E	Statement of Work
Exhibit F	Tyler Proposal dated 6/17/2024 (hereafter, "Proposal") provided in response to Client's RFP
Exhibit G	Client's Request for Proposal ("RFP"), dated 5/13/2024, City of Sedona RFP 24-008RFP
Exhibit H	Data & Insights SaaS Services Terms of Service

22.2 *Order of Precedence*. In the event of any conflict or inconsistency between the terms of this Agreement and any exhibits, the conflict or inconsistency shall be resolved by using the following order of precedence; provided, however, that in the event of any conflict or inconsistency between the terms in the Agreement, as defined in Section A, Definitions, and any Third Party Terms included in Exhibit D, the conflict or inconsistency shall be resolved in favor of the Third Party Terms included in Exhibit D:

- CITY OF SEDONA ADDENDUM
- Sections A-G of this Agreement
- Exhibits A-E and H to this Agreement
- Exhibit F (the Proposal) to this Agreement
- Exhibit G (the RFP) to this Agreement

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

City of Sedona, Arizona

By:
Name: Anette Spickard

Title: City Manager

Date:

ATTEST:

_____

JoAnne Cook, City Clerk

APPROVED AS TO LEGAL FORM:

_____

Kurt W. Christianson, City Attorney

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:
City of Sedona
102 Roadrunner Drive
Sedona, AZ 86336-3710
Attention: _____

CITY OF SEDONA ADDENDUM
TO TYLER TECHNOLOGIES SOFTWARE AS A SERVICE AGREEMENT

The City of Sedona ("City") and Tyler Technologies ("Vendor" or "Contractor") agree that this City of Sedona Addendum ("Addendum") modifies and supersedes any conflicting terms in the Tyler Technologies Software as a Service Agreement and the Statement of Work (collectively, "Agreement" or "Contract"). The terms in this Addendum were included in City of Sedona RFP, 24-008RFP, Enterprise Resource Planning Software and Implementation Services, some of which have been revised during contract negotiations.

1. **KEY PERSONNEL**
   Vendor shall only change key personnel assigned to the City of Sedona with substituted personnel who have the reasonably equivalent or higher qualifications as the personnel being replaced.

2. **NON-DISCRIMINATION**
   In the performance of services pursuant to this Contract, the Contractor shall comply with State of Arizona Executive Order No. 2023-01 and any and all other applicable Federal and State laws, rules, and regulations, including the Americans with Disabilities Act.

3. **LEGAL WORKER REQUIREMENTS**
   The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any Vendor who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, Vendor agrees that:
   1. Vendor and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A).
   2. A breach of a warranty under paragraph 1 will be deemed a material breach of the Contract and is subject to penalties up to and including termination of the Contract.
   3. The City retains the legal right to inspect the papers of any Vendor or subcontractor employee who works on the Contract to ensure that the Vendor or subcontractor is complying with the warranty under paragraph 1.

4. **CONFLICT OF INTEREST**
   The Contract is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5. **DISPUTE RESOLUTION.**
   The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to the Agreement unless otherwise stated in the Agreement, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations. Senior representatives will convene within thirty (30) days of the written request, unless otherwise agreed. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, upon which demand the matter shall be submitted within seven (7) calendar days to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion. Said informal opinion and advice shall not be binding on the parties but shall be intended to help resolve the dispute. All meetings and discussions between senior representatives, and discussions held during mediation, will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of

Evidence 408 or any similar applicable state rule. The mediator's fee shall be shared equally by the parties. If the dispute has not been resolved through mediation, contractual and legal remedies are available to either party to pursue**.**

6. REMEDIES AND APPLICABLE LAW

The Contract shall be governed by the laws of the State of Arizona. Any lawsuits pertaining to the Contract may only be brought either in the County of Yavapai, State of Arizona, or the District Court of Arizona located in Phoenix, Arizona. Both parties waive any right to a jury trial which they may otherwise have in the event of litigation arising out of the Contract.

7. ORDER OF PRECEDENCE

See Section G(22.2) of the SaaS Agreement.

8. ORGANIZATION-EMPLOYMENT DISCLAIMER

The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the Contract are considered to be City's employees and that no rights of City civil service, retirement or personnel rules accrue to such persons. The Contractor will have total responsibility for all salaries, wage bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and will save and hold the City harmless with respect thereto.

9. NO BOYCOTT OF ISRAEL OR USE OF FORCED LABOR OF ETHNIC UYGHURS IN THE PRC

As applicable, Contractor certifies it is not currently engaged in and for the duration of the Contract will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393 and will not use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the People's Republic of China (PRC) or any contractors, subcontractors or suppliers that use forced labor or goods or services produced by forced labor of ethnic Uyghurs in the PRC as provided by A.R.S. § 35-394.

10. PUBLIC RECORDS LAW

Contractor acknowledges that all documents provided to the City may be subject to disclosure by the Arizona Public Records law, A.R.S. § 39-121 et seq. When a public records request for such information is received, the City will notify Contractor in writing of any request to view any portion of its documents marked "confidential." Contractor will have the time set forth in the notice provided by the City to obtain a court order enjoining such disclosure. If Contractor does not provide the City with a court order enjoining release of the information during the designated time, the City will make the information requested available for inspection.

11. SALES TAX

See Section G(3) of the SaaS Agreement.

12. WARRANTIES

A. Software Warranties. See Section B(5) of the SaaS Agreement.

B. Hardware Warranties. See Section D(3) of the SaaS Agreement.

13. GENERAL INDEMNIFICATION

To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Contractor, its officers, employees, agents or any tier of subcontractor in connection with Contractor's work or Services in the performance of this Contract. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against the Indemnified Party for losses arising from the work or Services performed by Contractor for the City. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section. Contractor's indemnification shall not extend to any losses, claims, damages, liabilities, costs and expenses caused by the sole and exclusive intentional acts or gross negligence of the City, City council members, officers, boards, commissions, officials, employee or agent thereof.

14. INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK

See Section F(1) of the SaaS Agreement.

15. INSURANCE

A. General:

1. The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages. The Contractor shall submit to City before any work is performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as follows:

2. Worker's Compensation Insurance:

Coverage A:	Statutory benefits as required by the Labor Code of the State of Arizona.
Coverage B:	Employer's Liability
Bodily Injury by accident	$1,000,000 each accident
Bodily Injury by disease	$1,000,000 policy limit
Bodily Injury by disease	$1,000,000 each employee

3. Commercial General or Business Liability Insurance (Occurrence Form)

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	$1,000,000
Products – Completed Operations Aggregate	$1,000,000
Personal and Advertising Injury	$1,000,000
Damage to Rented Premises	$50,000
Each Occurrence	$1,000,000

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) for any occurrence, with respect to each of the CONTRACTOR'S owned, hired or non-owned

automobiles assigned to or used in performance of the Services. Certificate to reflect coverage for "Any Auto" or for "All Owned, Scheduled, Hired or Non-Owned."

5. Professional Liability (inclusive of Cyber liability) Insurance coverage in the amount of EIGHT MILLION DOLLARS ($8,000,000.00) annual aggregate. In the event the policy is written on a "claims made" basis, the CONTRACTOR warrants that any retroactive date shall precede the Effective Date of the Contract; and that either continuous coverage will be maintained, or an extended reporting period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.

The following coverages shall be included:

i. Technology and Professional Liability
   a. The policy must cover errors and omissions or negligent acts in the delivery of products, services, and/or licensed programs for those services as defined in the Scope of Work of the Contract.

ii. Media Liability Coverage
   a. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.

iii. Network Security (Cyber) and Privacy Liability
   a. Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties where applicable by law, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

6. Excess/Umbrella Liability of $5,000,000 per occurrence and in the aggregate, applicable to: the Commercial General and the Automobile Liability Insurance.

B. Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The City reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

C. Contractor shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to City, acceptance of which shall not be unreasonably withheld. All coverages shall be continuously

maintained to cover all liability, claims, demands and other obligations assumed by the Contractor pursuant to the Contract. In the case of any claims made to the policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. All policies must be written by insurance companies whose rating, in the most recent AM Best's Rating Guide, is not less than A- or higher, unless Contractor obtains prior written approval of City.

E. Certificate(s) of Insurance and required endorsements shall be provided evidencing the required coverages are in full force and effect and shall be subject to review and approval by the City. The Certificate shall identify this Project/Solicitation. The Certificate of Insurance shall be sent to:

City of Sedona, ATTN: City Clerk
102 Roadrunner Drive
Sedona, AZ 86336

The Contractor shall provide the City written notice no less than thirty (30) days in advance in the event such coverage is terminated or non-renewed, unless replaced. The Contractor shall provide COIs to the City in advance of any replacement policies to ensure no gap in coverage.

F. Failure on the part of Contractor to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which City may terminate the Contract or, at its discretion, City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by the Contractor to City upon demand, or City may offset the cost of the premiums against any monies due to Contractor from City.

G. General Liability and Automobile Liability shall provide primary coverage. General Liability, Automobile Liability, and Workers' Compensation and Employers' Liability policies shall provide waivers of subrogation by blanket endorsement or otherwise. With the exception of Professional Liability/Cyber insurance, a blanket waiver of subrogation shall be effective as to any person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay for the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

H. The following policies shall include Additional Insured blanket endorsements: Automobile Liability, Commercial General Liability, and Excess/Umbrella Liability. With respect to Professional Liability/Cyber insurance, Tyler will file a claim under such insurance policy in the event of a data breach or when coverage is otherwise applicable.

I. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under the Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

J. The Insurance Requirements herein are minimum requirements for the Contract and in no way limit the indemnity covenants contained in such Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under the Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

16. DATA PROTECTION

The Contractor and City agree this Data Protection Section shall apply to all categories of legally protected personally identifiable information (collectively "PII") that Contractor processes pursuant to the Contract.

As between the parties to the Contract, the City is the data controller and owner of PII and Contractor is a data processor. In this Section, the term "process," "processing," or its other variants shall mean: an operation or set of operations which is performed on PII, whether or not by automated means, including without limitation: collection, recording, copying, analyzing, caching, organizing, structuring, storage, adaptation, alteration, retrieval, transmission, dissemination, alignment, combination, restriction, erasure, or destruction.

A. When Contractor processes PII pursuant to the Contract, Contractor shall, at no additional cost to the City:

1. process Personal Information (as defined by Arizona Revised Statues Section 18-551) only within the United States and process PII only in accordance with the Contract and not for Contractor's own purposes, including product research, product development, marketing, or commercial data mining, even if the City's data has been aggregated, anonymized, or pseudonymized, except as otherwise contemplated or provided for in the Contract;
2. implement and maintain appropriate technical and organizational measures to protect PII against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including at a minimum, as is outlined in Section B(6.4) of the Contract;
3. Comply with (i) federal and state data protection laws as applicable to the PII, which laws may include A.R.S. § 18-552 (Notification of Security System Breaches); and A.R.S. § 44-7601 (Discard and Disposal of Personal Identifying Information Records); Health Information Technology for Economic and Clinical Health (HITECH) Act; Payment Card Industry Data Security Standards; and (ii) good industry practice. (When considering what measures are appropriate and in line with good industry practice, Contractor shall keep abreast of current trends in data security and shall evaluate its security infrastructure, tooling and related resources to implement a level of security appropriate to the nature of the data to be protected and the harm that might result from such unauthorized or unlawful processing or accidental loss, destruction, damage, theft, alteration or disclosure).
4. Contractor will timely address and remediate vulnerabilities found within its network that are rated medium or more critical by the Common Vulnerability Scoring System (CVSS). If requested by the City, Contractor shall promptly provide a written description of the technical and organizational methods it employs for processing PII.;
5. not subcontract any processing of PII to any third party (excluding affiliates) without entering into a subcontract that contains the same data protection obligations required of the Contractor as outlined in the Contract; and Contractor shall remain fully liable to the City for any processing of PII conducted by a sub-processor appointed by Contractor and

6. as applicable, implement and maintain appropriate policies and procedures to manage payment card service providers with whom Contractor shares sensitive financial information or cardholder data; and use a Qualified Security Assessor to perform a regular PCI Data Security Standards assessments to test Contractor's credit card data controls.

A violation of this Section may constitute a dispute subject to the procedures outlined in Section G(2). The obligations of Contractor under this Section shall survive the termination of the Contract with the City for so long as Contractor maintains City PII.

17. RESERVED.

18. TERM; TERMINATION.

Term. The initial term of the Contract is for five (5) years with one-year optional renewal terms to be exercised at the City's discretion for up to five (5) additional years. City's right to access or use the Tyler Software and the SaaS Services will terminate at the end of the Contract term, including any renewal term(s).

A. Lack of Appropriations. The award of the Contract is conditioned upon City Council approval and the availability of funds appropriated or allocated for payment of such contractual obligation. If funds are not allocated and available for the continuance of the awarded Contract, the Contract may be terminated by the City at the end of the period for which funds are available upon thirty (30) days written notice prior to termination. No liability shall accrue to the City in the event this provision is exercised, and City shall not be obligated or liable for any future payments or for any damages resulting from termination under this provision. The City will not be entitled to a refund or offset of previously paid but unused SaaS Fees.

B. Termination for Convenience. The Contract is for the convenience of the City and may be terminated without cause upon sixty (60) days written notice by the City prior to termination, so long as the City has paid in full for services rendered and for 100% of the SaaS Fees for the contract year in which the Contract is terminated. The City will not be entitled to a refund or offset of previously paid but unused, SaaS Fees.

C. Termination for Cause. City may terminate the Contract for cause after following the Dispute Resolution provisions in Section 5 of this Addendum.

D. Failure to Pay Fees. City acknowledges that continued access to the SaaS Services is contingent upon City's timely payment of fees undisputed by City. Contractor may terminate the Contract if City does not cure a failure to pay fees undisputed by City within sixty (60) days of Contractor's notice to City that City has overdue payments of fees undisputed by City.

E. Force Majeure. Either party has the right to terminate the Contract if a Force Majeure event, as defined in A of the SaaS Agreement, suspends performance of the SaaS Services for a period of forty-five (45) days or more.

F. Payment After Termination. Upon termination for convenience or for cause, City shall pay Contractor within 30 days of receipt of an invoice from Contractor all fees undisputed by City for all work previously authorized and performed prior to the date of termination. If, however, City believes that Contractor has substantially or materially breached the standards and terms of

the Contract, City shall have any remedy or right of set-off available at law and equity after following the Dispute Resolution provisions in this Addendum, which may delay payment. Upon any termination of the Contract, no further payments shall be due from the City to Contractor unless and until Contractor has delivered to the City copies of all documents generated by Contractor in relation to the Contract. No other payments, including any payment for lost profit or business opportunity, and no penalty shall be owed by City to Contractor in the event of termination upon notice. City will not be entitled to a refund or offset of previously paid license and other fees.

G. There are no automatic renewals of the Contract.

Disentanglement. In connection with the termination of the Contract for any reason, and only upon the execution of a mutually agreed amendment, change order or addendum, Contractor shall use commercially reasonable efforts to accomplish an adequate and timely transition from Contractor to the City, or to any replacement providers designated by the City (a "Disentanglement"). The parties shall reasonably cooperate during Disentanglement. City shall reimburse Contractor for Disentanglement services provided by Contractor at the rates, costs, and expenses, as set forth in the parties' executed amendment, change order or addendum.

Return of Data. In the event of termination of the Contract, and upon reasonable advance notice, Contractor shall promptly make all Data available to the City in the format of the database or other such format as may be mutually agreed upon, provided through Contractor's FTP server or such other secure method as may be mutually agreed upon. Such Data will be provided at no additional cost.

19. PURCHASE ORDERS

Purchase order(s) shall be generated by the City Procurement Officer under the Contract. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid and accurate invoice has been received. The "Purchase Order Terms and Conditions" will have no force or effect.

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By:	Jennifer Wahlbrink
Quote Expiration:	09/30/25
Quote Name:	City of Sedona-EERP
Quote Description:	8-6-25 City of Sedona, AZ v.6
Saas Term	5.00

Sales Quotation For:
City of Sedona
102 Roadrunner Dr
Sedona AZ 86336-3710

Shipping Address:

Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Accounting	1	148	$ 16,464.00
Accounts Payable	1	40	$ 4,667.00
Budgeting	1	64	$ 4,667.00
Capital Assets	1	52	$ 3,928.00
Cash Management	1	40	$ 2,697.00
Contract Management	1	32	$ 1,780.00
Project & Grant Accounting	1	40	$ 3,155.00
Purchasing	1	104	$ 6,806.00
Revenue Management			
Accounts Receivable	1	84	$ 3,433.00
Cashiering	1	52	$ 5,932.00
Central Property File	1	8	$ 1,008.00
General Billing	1	40	$ 2,270.00
Resident Access	1	52	$ 3,230.00
Utility Billing CIS	1	320	$ 5,176.00
Civic Services			

Citizen Connect - Community Development	1	0	$ 2,250.00
Community Development Suite	1	328	$ 5,400.00
Decision Engine	1	8	$ 4,500.00
Enterprise Permitting & Licensing - Read Only User	10	0	$ 3,130.00
Enterprise Permitting & Licensing Foundation	1	52	$ 7,200.00
Enterprise Permitting & Licensing User	25	32	$ 46,000.00
eReviews	1	64	$ 7,200.00
Content Management			
Content Manager Core includes Onboarding	1	40	$ 8,741.00
Data Insights			
Enterprise Analytics and Reporting w Executive Insights	1	104	$ 12,118.00
Additional			
ACFR Statement Builder	1	40	$ 5,159.00
Enterprise Forms Processing Software (including Common Form Set)	1	0	$ 4,624.00
TOTAL	**1744**		**$ 171,535.00**

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
25% of Dedicated Project Manager (Monthly)	26	$ 8,800.00	$ 0.00	$ 228,800.00	$ 0.00
Capital Assets Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
COA Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
Executive Insights Implementation	1	$ 4,800.00	$ 0.00	$ 4,800.00	$ 0.00
Foundation Change Management	48	$ 255.00	$ 0.00	$ 12,240.00	$ 0.00
P-Card Import Format	1	$ 5,500.00	$ 0.00	$ 5,500.00	$ 0.00
Conversions – See Detailed Breakdown Below				$ 61,755.00	$ 0.00
Onsite Implementation	476	$ 200.00	$ 0.00	$ 95,200.00	$ 0.00
Remote Implementation	1268	$ 175.00	$ 0.00	$ 221,900.00	$ 0.00
TOTAL				**$ 634,395.00**	**$ 0.00**

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Enterprise ERP										
Enterprise ERP Payments	Miscellaneous				0.45%	$ 0.45		X	X	
Enterprise ERP Payments	General Billing				0.45%	$ 0.45		X	X	
Enterprise ERP Payments	Utility Billing				0.45%	$ 0.45		X	X	X
Enterprise Permitting & Licensing Payments	Licenses				0.45%	$ 0.45		X	X	
Enterprise Permitting & Licensing Payments	Permits				0.45%	$ 0.45		X	X	
Payments - Other Fees										
Client eCheck Cost		$ 1.00								
Credit Card Chargebacks		$ 15.00								
eCheck Rejects		$ 5.00								

Client Card Cost - Interchange Plus	Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing fees.
IVR Cost	Additional $0.50 per transaction on top of Card and eCheck Fee.
Enterprise ERP Payments	IVR Cost - Additional $0.50 per transaction on top of Card and eCheck fee.
Client eCheck Cost	Per electronic check transaction.
eCheck Rejects	When an eCheck transaction comes back as declined (e.g bounced check)
Credit Card Chargebacks	If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)
Payments	Your use of Payments and any related items included on this order is subject to the terms found at: https://www.tylertech.com/terms/payment-card-processing-agreement. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

Tyler Fees per Transaction

Description	Net Unit Price
Payments	

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Maint/SaaS Discount	Total Maint/SaaS
Cash Drawer	3	$ 260.00	$ 0.00	$ 780.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner - Model 1960GSR	3	$ 475.00	$ 0.00	$ 1,425.00	$ 0.00	$ 0.00	$ 0.00
Hand Held Scanner Stand	3	$ 30.00	$ 0.00	$ 90.00	$ 0.00	$ 0.00	$ 0.00
Payments Lane 7000 Terminal Purchase	1	$ 529.00	$ 0.00	$ 529.00	$ 0.00	$ 0.00	$ 0.00
Payments PCI Service Fee (Per Device)	1	$ 0.00	$ 0.00	$ 0.00	$ 180.00	$ 0.00	$ 180.00
Printer (TM-S9000II)	3	$ 1,623.00	$ 0.00	$ 4,869.00	$ 0.00	$ 0.00	$ 0.00
TOTAL				**$ 7,693.00**			**$ 180.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 171,535.00
Total Tyler Services	$ 634,395.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 7,693.00	$ 180.00
Summary Total	**$ 642,088.00**	**$ 171,715.00**
Contract Total	**$ 1,499,943.00**	
Estimated Travel Expenses excl in Contract Total	**$ 30,000.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Detailed Breakdown of Conversions (Included in Summary Total)

Description	Qty	Unit Price	Unit Discount	Extended Price
Conversions				
Community Development	1	$ 10,575.00	$ 0.00	$ 10,575.00
Financials				
Accounting	1	$ 4,000.00	$ 0.00	$ 4,000.00
Accounts Payable	1	$ 6,200.00	$ 0.00	$ 6,200.00
Project Accounting	1	$ 4,000.00	$ 0.00	$ 4,000.00
Purchase Orders	1	$ 3,600.00	$ 0.00	$ 3,600.00
Revenue Management				
General Billing	1	$ 6,180.00	$ 0.00	$ 6,180.00
Utility Billing	1	$ 27,200.00	$ 0.00	$ 27,200.00
	TOTAL			**$ 61,755.00**

Optional Tyler SaaS and Related Services

Description	Qty	Imp. Hours	Annual Fee
Financial Management			
Assets Mobile	1	20	$ 2,649.00
eProcurement (Vendor Access and Punch-Out)	1	32	$ 2,465.00
Inventory	1	52	$ 3,632.00
Inventory Mobile	1	20	$ 2,649.00
Human Resources Management			
Advanced Scheduling w Mobile Access - Up to 250 Employees	1	84	$ 11,116.00
Employee Expense Reimbursement	1	40	$ 2,004.00
Human Resources & Talent Management	1	116	$ 5,029.00
Payroll with Employee Access	1	224	$ 7,276.00
Recruiting	1	20	$ 1,132.00
Time & Attendance w Mobile Access - Up to 250 Employees	1	128	$ 9,947.00

Timekeep Interface	1	32	$ 886.00
Civic Services			
Business Management Suite	1	148	$ 6,000.00
Citizen Connect - Business Management	1	0	$ 3,000.00
Enterprise Service Requests	1	72	$ 2,119.00
My Civic	1	56	$ 6,800.00
Enterprise Asset Management			
Asset Maintenance & Performance - Per User	1	180	$ 813.00
Internal Requests License	1	0	$ 1,005.00
Content Management			
Meeting Manager	1	0	$ 3,185.00
Data Insights			
Capital Projects Explorer	1	0	$ 5,100.00
Citizen Connect	1	32	$ 3,264.00
Open Finance	1	0	$ 10,200.00
Integrations			
API Toolkit Bundle	1	32	$ 19,591.00
Connector for Laserfiche	1	0	$ 3,146.00
TOTAL:	**1288**		**$ 114,508.00**

Optional Professional Services

Description	Quantity	Unit Price	Ext. Discount	Extended Price	Maintenance
Applicant Tracking Import Hours	8	$ 175.00	$ 0.00	$ 1,400.00	$ 0.00
Install Fee - Open Finance	1	$ 3,200.00	$ 0.00	$ 3,200.00	$ 0.00
Payroll Accruals Import Hours	8	$ 175.00	$ 0.00	$ 1,400.00	$ 0.00
Payroll Deductions Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
Payroll Employee Master Import Hours	12	$ 175.00	$ 0.00	$ 2,100.00	$ 0.00
Position Control Import Hours	8	$ 175.00	$ 0.00	$ 1,400.00	$ 0.00
State Retirement Tables Import Hours	8	$ 175.00	$ 0.00	$ 1,400.00	$ 0.00
Conversion – See Detailed Breakdown Below				$ 32,525.00	$ 0.00

Onsite Implementation		352	$ 200.00	$ 0.00	$ 70,400.00	$ 0.00
Remote Implementation		936	$ 175.00	$ 0.00	$ 163,800.00	$ 0.00
	TOTAL				**$ 279,725.00**	**$ 0.00**

Optional 3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Maint/SaaS Discount	Total Maint/SaaS
Pattern Stream Automated Document System - Implementation	56	$ 175.00	$ 0.00	$ 9,800.00	$ 0.00	$ 0.00	$ 0.00
Pattern Stream Automated Document System - SaaS	1	$ 0.00	$ 0.00	$ 0.00	$ 12,600.00	$ 0.00	$ 12,600.00
Touchscreen 10: Barcode Reader	1	$ 2,875.00	$ 0.00	$ 2,875.00	$ 288.00	$ 0.00	$ 288.00
TOTAL				**$ 12,675.00**			**$ 12,888.00**

Optional Conversion Details (Prices Reflected Above)

Description	Quantity	Unit Price	Discount	Total
Conversions				
Business Management	1	$ 8,225.00	$ 0.00	$ 8,225.00
Enterprise Asset Management				
Asset Maintenance	1	$ 10,000.00	$ 0.00	$ 10,000.00
Human Resources Management				
Human Resources Management	1	$ 14,300.00	$ 0.00	$ 14,300.00
TOTAL				**$ 32,525.00**

Comments

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 60% Client and 40% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

As a new Tyler client, you are entitled to a 14-day or a 30-day trial of the Managed Detection and Response cybersecurity service. Please reference https://www.tylertech.com/services/tyler-detect for more information on the service and contact CybersecuritySales@tylertech.com to initiate the trial.

Tyler currently supports the following identity providers (IdP's) for use with Tyler back-office solutions: Microsoft Active Directory through Azure AD, ADFS or Okta AD agent, Google Cloud Identity, Okta, and Identity Automation Rapid Identity. Any requirement by you to use an IdP not supported by Tyler will require additional costs, available upon request.

Content Manager Core includes up to 1TB of storage. Should additional storage be needed it may be purchased as needed at an annual fee of $5,000 per TB.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 5 unique business transactions, 5 template business transactions, 2 geo-rules and 2 automation events. Configuration elements beyond this will be owned by the client.

Business Management: Tyler leads and owns the "Assess and Define" and "Configuration" of 2 unique business transactions, 2 template business transactions, 2 geo-rules and 2 automation events. Configuration elements beyond this will be owned by the client.

Personnel Actions Forms Library includes: standard Personnel Action form - New and standard Personnel Action Form - Change.

Human Resources Management conversion includes: Standard - Employee Master, Address, Accumulators (Earnings & Deduction totals by period) - up to 5 years, Check History - up to 5 years, Earning/Deduction History - up to 5 years, PM Action History - up to 5 years, Certifications, Education

Payroll library includes: standard PR check, standard direct deposit, standard vendor from payroll check, standard vendor from payroll direct deposit, W2, W2c, ACA 1095B, ACA 1095C and 1099 R.

Tyler Meeting Manager - Meeting agenda and minutes creation & storage.

Enterprise Permitting & Licensing User includes back-office and EP&L Mobile access

Financial library includes: standard A/P check, standard EFT/ACH, standard Purchase order, standard Contract, 1099M, 1099INT, 1099S, 1099NEC and 1099G.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Each API Toolkit or Connector comes with 8 free hours of API Development Consulting hours. Each API Bundle comes with 16 free API Development Consulting hours. Additional hours can be purchased beyond this standard offering.

Your rights, and the rights of any of your end users, to use Tyler's Data & Insights SaaS Services, or certain Tyler solutions which include Tyler's Data & Insights data platform, are subject to the Terms of Services, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing this sales quotation, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

Your acquisition of clocks and/or clock maintenance is subject to the following terms: https://www.tylertech.com/terms/executime-clock-terms.

Utility billing library includes: standard Utility bill, standard UB receipt, standard UB delinquent notice, standard door hanger and standard final utility bill.

Accounting conversion includes: Actuals (total balances only) up to 5 years, Budgets (total balances only) up to 5 years

Accounts Payable conversion includes: Standard - Vendors, Remit Addresses, 1099 Amounts, Check History(Header, Detail) - up to 5 years, Invoices (Header, Detail) - up to 5 years

General Billing conversion includes: Standard - CID, Recurring Invoices, Bills(Header, Detail), Payment History, Invoices - up to 5 years

Project Accounting conversion includes: Standard, Actuals - up to 5 years, Budgets - up to 5 years

Purchase Orders conversion includes: Standard - Open POs, Closed POs - up to 5 years

Utility Billing conversion includes: Standard - UB Account, CID's, Services/Meter Inventory, Assessments, Consumption History - up to 5 years, Balance Forward AR, Service Orders, Backflow, Budget Billing, Flat Inventory/Containers

Asset Maintenance conversion includes: Work Order Asset, Closed Work Order History- No Cost Data, Work Order History with Cost Data

In the event Client acquires from Tyler any edition of Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Content Manager software with non-Tyler applications, Client must purchase or upgrade to Content Manager Enterprise Edition.

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve’s DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

Business Management Suite includes Civic Access for Business Management and Business Management Executive Insights

Fees for year one of hardware maintenance will be invoiced as of the first day of the calendar month following the date the hardware is delivered and may be prorated to end coterminous with the Annual Support Maintenance term. Subsequent annual hardware maintenance fees shall be invoiced together with the Annual Support Maintenance term in accordance with the terms of the Agreement.

true

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement. Your purchase order number will appear on all itemized invoices.

1. Tyler Annual Services.

1.1. *SaaS Services*. SaaS Fees shall be invoiced in accordance with payment schedule attached hereto as Exhibit B Schedule 2. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial five-year term, your annual SaaS fees will not increase by more than the following percentages, on an annualized basis:

Year	Cap on Increases
2	0%
3	0%
4	0%
5	0%
6	3%
7	4%
8	5%
9	5%
10	6%

1.2. *Other Annual Services*. Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial five-year term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.

2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.

2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.

2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into

Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.

3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.

3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.

3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.

3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

3. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit B
Schedule 2
SaaS Fee Payment Terms

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Phase	Functional Areas	Modules	Start Date	Costs
Annual SaaS fees for the following Financial modules will be prepaid annually in advance, commencing on October 1, 2025, and annually thereafter:				
1	Financials	· Accounting General Ledger	Oct-25	$16,464.00
		· Accounts Payable		$4,667.00
		· Budgeting		$4,667.00
		· Cash Management		$2,697.00
		Capital Assets		$3,928.00
		Contract Mgt.		$1,780.00
		· Project & Grant Accounting		$3,155.00
		· Purchasing		$6,806.00
		· Accounts Receivable		$3,433.00
		General Billing		$2,270.00
		Cashiering		$5,932.00
		ACFR		$5,159.00
	System Wide	Analytics & Reporting w/ Executive Insights		$12,118.00
		Enterprise FormsProcessing		$4,624.00
		Content Manager Core		$8,741.00
				$86,441.00
SaaS fees for the following Utility Billing modules will be prepaid on July 1, 2026, prorated through September 30, 2026, and annually on October 1 thereafter:				
2	Utility Billing		Jul-26	
		Central Property File		$1,008.00
		Resident Access		$3,230.00
		Utility Billing CIS		$5,176.00
				$9,414.00
Annual SaaS fees for the following Enterprise Permit & License modules will be prepaid annually in advance, commencing on October 1, 2026, and annually thereafter:				
3	Enterprise Permit & License	Community Development Suite	Oct-26	$5,400.00
		Citizen Connect - Community Development		$2,250.00
		Enterprise Permitting and License - Foundation		$7,200.00
		Enterprise permitting & License User (25)		$46,000.00
		Decision Engine		$4,500.00
		Enterprise Permitting & License -Read Only (10)		$3,130.00
		eReviews		$7,200.00
				$75,680.00

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Third-Party Terms

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Exhibit D
Schedule 1
Doc Origin Terms

ATTENTION:

THE SOFTWARE PROVIDED UNDER THIS AGREEMENT IS BEING LICENSED TO YOU BY **ECLIPSE CORPORATION WSL, A FLORIDA PROFIT CORPORATION (THE "ECLIPSE CORPORATION"),** AND IS NOT BEING SOLD. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING AGREEMENT THAT SPECIFIES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS IMPORTANT LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

DocOrigin

SOFTWARE LICENSE

IMPORTANT-READ CAREFULLY: This End-User License Agreement ("**Agreement**" or "**EULA**") is a legal agreement between you (either an individual person or a single legal entity, who will be referred to in this EULA as "**You**" and/or "**Your**") and Eclipse Corporation for the DocOrigin software product that accompanies this EULA, including any associated media, printed materials and electronic documentation (the "**Software**"). The Software also encompasses any software updates, add-on components, web services and/or supplements that may be provided to you or made available to you after the date you obtain the initial copy of the Software to the extent that such items are not accompanied by a separate license agreement or terms of use.

By installing, copying, downloading, accessing or otherwise using the Software, you agree to be bound by the terms of this EULA. If you do not agree to the terms of this EULA, do not install, access or use the Software; instead, you should remove the Software from all systems and receive a full refund.

IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. LICENSE TERMS

1.1 In this Agreement a "**License Key**" means any license key, activation code, or similar installation, access or usage control codes, including serial numbers digitally created and or provided by Eclipse Corporation ,designed to provide unlocked access to the Software and its functionality.

1.2 **Evaluation License.** Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You a limited, royalty-free, non-exclusive, non-transferable license to download and install a copy of the Software from www.docorigin.com on a single machine and use it on a royalty-free basis for no more than 120 days from the date of installation (the "**Evaluation Period**"). You may use the Software during the Evaluation Period solely for the purpose of testing and evaluating it to determine if You wish to obtain a commercial, production license for the Software. This evaluation license grant will automatically end on expiry of the Evaluation Period and you acknowledge and agree that Eclipse Corporation will be under no obligation to renew or extend the Evaluation Period. If you wish to continue using the Software You may, on payment of the applicable fees, upgrade to a full license (as further described in section 1.3 below) on the terms of this Agreement and will be issued with a License Key for the same. If you do not wish to continue to license the Software after expiry of the Evaluation Period, then You agree to comply with the termination obligations set out in section [7.3] of this Agreement. For

greater certainty, **a**ny document generated by you under an evaluation license will have a 'spoiler' or watermark on the output document. Documents generated by DocOrigin software that has a valid license key file also installed will not have the 'spoiler' produced. You are not permitted to remove the watermark or 'spoiler' from documents generated using the software under an evaluation license.

1.4 **Development and Testing Licenses.** Development and testing licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to download and install a copy of the Software from www.docorigin.com on a single machine and use for development and testing to create collateral deployable to Your production system(s). You are not entitled to use a development and testing license for live production purposes.

1.5 **Production Licenses.** Production licenses are available for purchase through authorized distributors and resellers of Eclipse Corporation only. Subject to all of the terms and conditions of this Agreement, Eclipse Corporation grants You, a perpetual (subject to termination by Eclipse Corporation due to your breach of the terms of this Agreement), non-exclusive, non-transferable, worldwide non-sub license able license to use the Software in accordance with the license type purchased by you as set out on your purchase order as further described below. For greater certainty, unless otherwise agreed in a purchase order concluded with an approved distributor of the Software, and approved by Eclipse Corporation, the default license to the Software is a per-CPU license as described in A. below:

A. **Per-CPU.** The total number of CPUs on a computer used to operate the Software may not exceed the licensed quantity of CPUs. For purposes of this license metric: (a) CPUs may contain more than one processing core, each group of two (2) processing cores is consider one (1) CPU., and any remaining unpaired processing core, will be deemed a CPU. (b) all CPUs on a computer on which the Software is installed shall be deemed to operate the Software unless You configure that computer (using a reliable and verifiable means of hardware or software partitioning) such that the total number of CPUs that actually operate the Software is less than the total number on that computer. Virtual Machines ("VM's") are considered as a server. Installing and configuring the software on multiple VM's requires one license per VM server. An enterprise license is available upon request. Pricing varies based on the size of the company. These "Per-CPU" Licenses in Section 1.4(A.) do not include the maintenance and support services provided pursuant to Section 3 of this Agreement.

B. **Per-Document.** This is defined as a fee per document based on the total number of documents generated annually by merging data with a template created by the Software. The combined data and template produce documents of one or more pages. A document may contain 1 or more pages. For instance, a batch of invoices for 250 customers may contain 1,000 pages, this will be counted as 250 documents which should correspond to 250 invoices. These "Per-Document" Licenses in Section 1.4(A.) do include the maintenance and support services provided pursuant to Section 3 of this Agreement subject to annual payment by You to Eclipse Corporation and subject to the terms and provisions set forth in Section 3 of this Agreement.

1.6 **Disaster Recovery License.** You may request a Disaster Recovery license of the Software for each production license You have purchased as a failover in the event of loss of use of the production server(s). This license is for disaster recovery purposes only and under no circumstance may the disaster recovery license be used for production simultaneously with a production license with which it is paired.

1.7 **Backup Copies.** After installation of the Software pursuant to this EULA, you may store a copy of the installation files for the Software solely for backup or archival purposes. Except as expressly provided in this EULA, you may not otherwise make copies of the Software or the printed materials accompanying the Software.

1.8 **Third-Party Software License Rights**. If a separate license agreement pertaining to an item of third-party software is: delivered to You with the Software, included in the Software download package, or referenced in any material that is provided with the Software, then such separate license agreement shall govern Your use of that item or version of Third-Party Software. Your rights in respect to any third-party software, third-party data, third-party software or other third-party content provided with the Software shall be limited to those rights necessary to operate the Software as permitted by this Agreement. No other rights in the Software or third- party software are granted to You.

2. LICENSE RESTRICTIONS

Any copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. You may not remove or alter any copyright, trademark and/or proprietary notices marked on any part of the Software or related documentation and must reproduce all such notices on all authorized copies of the Software and related documentation. You shall not sublicense, distribute or otherwise make the Software available to any third party (including, without limitation, any contractor, franchisee, agent or dealer) without first obtaining the written consent and agreement of (a) Eclipse Corporation to that use, and (b) such third party to comply with this Agreement. You further agree not to (i) rent, lease, sell, sublicense, assign, or otherwise transfer the Software to anyone else; (ii) directly or indirectly use the Software or any information about the Software in the development of any software that is competitive with the Software, or (iii) use the Software to operate or as a part of a time-sharing service, outsourcing service, service bureau, application service provider or managed service provider offering. You further agree not to reverse engineer, decompile, or disassemble the Software.

3. **UPDATES, MAINTENANCE AND SUPPORT**

3.1 During the validity period of Your License Key, You will be entitled to download the latest version of the Software from the DocOrigin website (www.docorigin.com). You will be entitled to use of any updates provided to You and shall be governed by the terms and conditions of this Agreement. Eclipse Corporation reserves the right at any time to not release or to discontinue release of any Software and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the Software.

3.2 On expiry of your maintenance and support contract, you will have the right to continue using the current version(s) of the Software which you downloaded prior to the date of expiry of your License Key. However, you will need to renew maintenance and support in order to receive a new License Key that will unlock the more current version(s) of the Software. For greater certainty, if you attempt to use an expired License Key to download the latest version of the Software, the Software will revert to being a locked, evaluation copy of that version of the Software.

4. **INTELLECTUAL PROPERTY RIGHTS.**

This EULA does not grant you any rights in connection with any trademarks or service marks of Eclipse Corporation or DocOrigin. All title and intellectual property rights in and to the Software, the accompanying printed materials, and any copies of the Software are owned by Eclipse Corporation or its suppliers. All title and intellectual property rights in and to the content that is not contained in the Software, but may be accessed through use of the Software, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. This EULA grants you no rights to use such content. If this Software contains documentation that is provided only in electronic form, you may print one copy of such electronic documentation.

5. **DISCLAIMER OF WARRANTIES.**

TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSED SOFTWARE AND TECHNICAL SUPPORT PROVIDED BY ECLIPSE CORPORATION HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT OR SERVICE PROVIDED UNDER THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT BY ECLIPSE CORPORATION ECLIPSE CORPORATION DISCLAIM ANY IMPLIED WARRANTIES OR

CONDITIONS OF QUALITY, MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ECLIPSE CORPORATION DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE SHALL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS, THAT THE SOFTWARE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT ALL ERRORS OR DEFECTS IN THE SOFTWARE CAN BE FOUND OR CORRECTED.

In certain jurisdictions, some or all of the provisions in this Section may not be effective or the applicable law may mandate a more extensive warranty in which case the applicable law will prevail over this Agreement.

6. **INDEMNIFICATION & LIMITATIONS OF LIABILITY.**

6.1 Eclipse Corporation shall have the sole discretion and option to choose defend and/or settle, any claims, actions, allegations or proceedings against You to the extent arising out of or relating to misappropriation or infringement by the Software of any third party's proprietary or intellectual property right ("**Claims**"), or the sole discretion and option to choose enter into any settlement amounts agreed by Eclipse Corporation; subject to the conditions that, You shall notify Eclipse Corporation promptly of any Claims against You, and You agree to permit Eclipse Corporation, at its sole discretion and option, to control the defense and settlement of such Claims and You agree to assist Eclipse Corporation, in defending or settling such Claims. Eclipse Corporation shall not be liable for any settlement amounts entered into by You without Eclipse Corporation's prior written approval. If Eclipse Corporation has reason to believe that it would be subject to an injunction or continuing damages based on the Software, then Eclipse Corporation may (and if Eclipse Corporation or any of its customers or third party software suppliers is subject to an injunction or continuing damages based on the Software), then notwithstanding any other provision in this Agreement, Eclipse Corporation shall be entitled to either modify the Software to make it non-infringing and/or remove the misappropriated material, replace the Software or portion thereof with a service or materials that provide substantially the same functionality or information, or, if neither of the foregoing is commercially practicable, require You to cease using the Software and Eclipse may refund to You (a) a pro rata portion of any one (1) time fees (based on a three (3) year, straight-line depreciation schedule from the date of payment), and
(b) any fees that have been pre-paid by You but are unused. The foregoing notwithstanding, Eclipse Corporation shall have no liability for a claim of infringement or misappropriation to the extent caused by (i) the combination of the Software with any other service, software, data or products not provided or approved by Eclipse Corporation; or (ii) the use of any material provided by You or any end users, (iii) any breach by You of this Agreement. THE FOREGOING IS ECLIPSE CORPORATION'S SOLE AND EXCLUSIVE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ECLIPSE CORPORATION BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, LEGAL EXPENSES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOST OR DAMAGED DATA, LOSS OF COMPUTER TIME, COST OF SUBSTITUTE GOODS OR SERVICES, OR FAILURE TO REALIZE EXPECTED SAVINGS OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ECLIPSE CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

6.2 You agree to indemnify, defend and hold harmless Eclipse Corporation from and against all damage, loss, cost, expense or liability (including reasonable attorney's fees) arising out of a claim by a third party against Eclipse Corporation based upon Your use and/or misuse of the Software. You agree to indemnify, defend and hold harmless Eclipse Corporation harmless from any loss or damages to Eclipse Corporation related to, or associated you're Your customizations, updates and/or corrections to the Software. You agree to indemnify and hold harmless Eclipse Corporation, and defend at Your expense, any action brought against Eclipse Corporation, its officers, directors, employees, shareholders, legal representatives, agents, successors and assigns to the extent that it is based on a claim that the customizations, updates and/or corrections developed by You infringing any intellectual property rights of any third parties.

6.3 THE ENTIRE LIABILITY OF ECLIPSE CORPORATION AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SOFTWARE AND TECHNICAL SUPPORT AND ANY OTHER PRODUCTS OR SERVICES SUPPLIED BY ECLIPSE CORPORATION IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, WILL BE LIMITED IN THE

AGGREGATE TO THE AMOUNTS PAID BY YOU FOR THE SOFTWARE, TECHNICAL SUPPORT OR SERVICES GIVING RISE TO THE CLAIM.

6.4 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER ECLIPSE CORPORATION NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

7. TERM AND TERMINATION

7.1 The term of this Agreement will begin on download of the Software and, in respect of an Evaluation License, shall continue for the Evaluation Period, and in respect of all other license types defined in Section 1, shall continue for as long as You use the Software, unless earlier terminated sooner under this section 7.

7.2 Eclipse Corporation may terminate this Agreement in the event of any breach by You if such breach has not been cured within thirty (30) days of notice to You. No termination of this Agreement will entitle You to a refund of any amounts paid by You to Eclipse Corporation or its applicable distributor or reseller or affect any obligations You may have to pay any outstanding amounts owing to Eclipse Corporation or its distributor.

7.3 Your rights to use the Software will immediately terminate upon termination or expiration of this Agreement. Within thirty (30) days of termination or expiration of this Agreement, You shall purge all Software and all copies thereof from all computer systems and storage devices on which it was stored, and certify such to Eclipse Corporation

8. GENERAL PROVISIONS

8.1 No Waiver. No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term set out in this Agreement constitutes consent to any subsequent breach, whether of the same or any other provision.

8.2 Severability. If any provision of this Agreement is, or becomes, unenforceable, it will be severed from this Agreement and the remainder of this Agreement will remain in full force and effect.

8.3 Assignment. You may not transfer or assign this Agreement (whether voluntarily, by operation of law, or otherwise) without Eclipse Corporation 's prior written consent. Eclipse Corporation may assign this Agreement at any time without notice. This Agreement is binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns.

8.4 Governing Law and Venue. The interpretation and enforcement of this Agreement will be governed by the laws of the State of Alabama, without giving effect to the conflict of laws rules thereof. The parties hereto consent to the jurisdiction of any state or federal court holding in either Birmingham or Bessemer, Jefferson County, Alabama or in the U.S. District Court for the Alabama Northern District ("Venue"). The parties, to the extent permitted by applicable law, waive any objection based on Venue or *forum non conveniens* with respect to any action instituted in any such court so identified and agree that such court shall be the exclusive Venue for any action under this Agreement, or concerning or relating to the relationship between the parties.

8.5 Entire Agreement. This Agreement is the entire understanding and agreement between You and Eclipse Corporation with respect to the subject matter hereof, and it supersedes all prior negotiations, commitments and understandings, verbal or written, and purchase order issued by You. This Agreement may be amended or otherwise modified by Eclipse Corporation from time to time and the most recent version of the Agreement will be available on the Eclipse Corporation website https://eclipsecorp.us/eula/.

Last Updated: April 12, 2024

Exhibit D
Schedule 2
ThinPrint Terms

Terms and Conditions of **thinprint.com, ThinPrint**

These Terms govern

- the use of thinprint.com, ThinPrint, and,
- any other related Agreement or legal relationship with the Owner

in a legally binding way. Capitalized words are defined in the relevant dedicated section of this document.

The User must read this document carefully.
Nothing in these Terms creates any relationship of employment, agency, or partnership between the involved parties.
Thinprint.com, ThinPrint is provided by:
ThinPrint GmbH
Alt-Moabit 91a
10559 Berlin
Germany

Email address of the data protection officer: dataprotection@thinprint.com
Owner contact email: info@thinprint.com
The following documents are incorporated by reference into these Terms:

- End-user license agreement
- Eula appendix third party licenses (https://www.thinprint.com/en/legal-docs/#thirdparty-licenses)
- ThinPrint Hub Terms (https://www.thinprint.com/en/legal-docs/#hardware)
- Sales Partner Program Terms (https://www.thinprint.com/en/legal-docs/#tespp)
- Legal Bases for the Privacy Policy and Subprocessors of ThinPrint GmbH (https://www.thinprint.com/en/legal-docs/#privacypolicy-exhibit)
- Data Processing Addendum of ThinPrint GmbH (https://www.thinprint.com/en/legal-docs/#dpa)

What the User should know at a glance

- The Service/thinprint.com, ThinPrint is only intended for Users that do not qualify as Consumers, such as Business Users.
- The right of withdrawal only applies to European Consumers.

TERMS OF USE

Unless otherwise specified, the terms of use detailed in this section apply generally when using thinprint.com, ThinPrint.
Single or additional conditions of use or access may apply in specific scenarios and in such cases are additionally indicated within this document.
By using thinprint.com, ThinPrint, Users confirm to meet the following requirements:

- Users may not qualify as Consumers;

Content on thinprint.com, ThinPrint

Unless where otherwise specified or clearly recognizable, all content available on thinprint.com, ThinPrint is owned or provided by the Owner or its licensors.
The Owner undertakes its utmost effort to ensure that the content provided on thinprint.com, ThinPrint infringes no applicable legal provisions or third-party rights. However, it may not always be possible to achieve such a result.
In such cases, without prejudice to any legal prerogatives of Users to enforce their rights, Users are kindly asked to preferably report related complaints using the contact details provided in this document.

Access to external resources

Through thinprint.com, ThinPrint Users may have access to external resources provided by third parties. Users acknowledge and accept that the Owner has no control over such resources and is therefore not responsible for their content and availability.
Conditions applicable to any resources provided by third parties, including those applicable to any possible grant of rights in content, result from each such third parties' terms and conditions or, in the absence of those, applicable statutory law.

Acceptable use

Thinprint.com, ThinPrint and the Service may only be used within the scope of what they are provided for, under these Terms and applicable law.
Users are solely responsible for making sure that their use of thinprint.com, ThinPrint and/or the Service violates no applicable law, regulations or third-party rights.
Therefore, **the Owner reserves the right to take any appropriate measure to protect its legitimate interests including by denying Users access to thinprint.com, ThinPrint or the Service, terminating contracts, reporting any misconduct performed through thinprint.com, ThinPrint or the Service to the competent authorities – such as judicial or administrative authorities - whenever Users engage or are suspected to engage in any of the following activities:**

- violate laws, regulations and/or these Terms;
- infringe any third-party rights;
- considerably impair the Owner's legitimate interests;
- offend the Owner or any third party.

"Tell-a-friend"

Thinprint.com, ThinPrint gives Users the opportunity to receive advantages if, as a result of their recommendation, any new User purchases a Product offered on thinprint.com, ThinPrint.
In order to take advantage of this offer, Users may invite others to purchase the Products on thinprint.com, ThinPrint by sending them a tell-a-friend code provided by the Owner. Such codes can only be redeemed once.
If upon purchase of the Products on thinprint.com, ThinPrint any of the persons invited redeems a tell-a-friend code, the inviting User shall receive the advantage or benefit (such as: a price reduction, an additional service feature, an upgrade etc.) specified on thinprint.com, ThinPrint.
Tell-a-friend codes may be limited to specific Products among those offered on thinprint.com, ThinPrint.
The Owner reserves the right to end the offer at any time at its own discretion.

While no general limitation applies to the number of persons that can be invited, the amount of advantage or benefit that each inviting User can receive, may be limited.

Software license

Any intellectual or industrial property rights, and any other exclusive rights on software or technical applications embedded in or related to thinprint.com, ThinPrint are held by the Owner and/or its licensors.
Subject to Users' compliance with and notwithstanding any divergent provision of these Terms, the Owner merely grants Users a revocable, non-exclusive, non-sublicensable and non-transferable license to use the software and/or any other technical means embedded in the Service within the scope and for the purposes of thinprint.com, ThinPrint and the Service offered.
This license does not grant Users any rights to access, usage or disclosure of the original source code. All techniques, algorithms, and procedures contained in the software and any documentation thereto related is the Owner's or its licensors' sole property.
All rights and license grants to Users shall immediately terminate upon any termination or expiration of the Agreement.
Without prejudice to the above, under this license Users may download, install, use and run the software on the permitted number of devices which fulfill the technical requirements specified in the relevant section of thinprint.com, ThinPrint.
The Owner reserves the right to release updates, fixes and further developments of thinprint.com, ThinPrint and/or its related software. Users may need to download and install such updates to continue using thinprint.com, ThinPrint and/or its related software.
However, in order to get access to completely new versions or releases of the software Users may need to purchase a separate license.
The User may download, install, use and run the software on unlimited devices.
However, it may not be permitted to run the software on more than one device at a time.
Notwithstanding the foregoing, the User undertakes to immediately delete any copies of the software upon the expiry of the license under which such software is provided to the User.

API usage terms

Users may access their data relating to thinprint.com, ThinPrint via the Application Program Interface (API). Any use of the API, including use of the API through a third-party product/service that accesses thinprint.com, ThinPrint, is bound by these Terms and, in addition, by the following specific terms:

- the User expressly understands and agrees that the Owner bears no responsibility and shall not be held liable for any damages or losses resulting from the User's use of the API or their use of any third-party products/services that access data through the API.

TERMS AND CONDITIONS OF SALE

Paid Products

Some of the Products provided on thinprint.com, ThinPrint, as part of the Service, are provided on the basis of payment.
The fees, duration and conditions applicable to the purchase of such Products are described below and in the dedicated sections of thinprint.com, ThinPrint.

Product description

Prices, descriptions or availability of Products are outlined in the respective sections of thinprint.com, ThinPrint and are subject to change without notice.
While Products on thinprint.com, ThinPrint are presented with the greatest accuracy technically possible, representation on thinprint.com, ThinPrint through any means (including, as the case may be, graphic material, images, colors, sounds) is for reference only and implies no warranty as to the characteristics of the purchased Product.

The characteristics of the chosen Product will be outlined during the purchasing process.

Purchasing process

Any steps taken from choosing a Product to order submission form part of the purchasing process.
The purchasing process includes these steps:

- Users must choose the desired Product and verify their purchase selection.
- After having reviewed the information displayed in the purchase selection, Users may place the order by submitting it.

Order submission

When the User submits an order, the following applies:

- The submission of an order determines contract conclusion and therefore creates for the User the obligation to pay the price, taxes and possible further fees and expenses, as specified on the order page.
- In case the purchased Product requires an action from the User, such as the provision of personal information or data, specifications or special wishes, the order submission creates an obligation for the User to cooperate accordingly.
- Upon submission of the order, Users will receive a receipt confirming that the order has been received.

All notifications related to the described purchasing process shall be sent to the email address provided by the User for such purposes.

Prices

Users are informed during the purchasing process and before order submission, about any fees, taxes and costs (including, if any, delivery costs) that they will be charged.
Prices on thinprint.com, ThinPrint are displayed:

- either exclusive or inclusive of any applicable fees, taxes and costs, depending on the section the User is browsing.

Methods of payment

Information related to accepted payment methods is made available during the purchasing process. Some payment methods may only be available subject to additional conditions or fees. In such cases related information can be found in the dedicated section of thinprint.com, ThinPrint.
All payments are independently processed through third-party services. Therefore, thinprint.com, ThinPrint does not collect any payment information – such as credit card details – but only receives a notification once the payment has been successfully completed. The User may read the privacy policy of thinprint.com, ThinPrint to learn more about the data processing and Users' rights regarding their data.
If a payment through the available methods fails or is refused by the payment service provider, the Owner shall be under no obligation to fulfill the purchase order. If a payment fails or is refused, the Owner reserves the right to claim any related expenses or damages from the User.

Retention of Product ownership

Until payment of the total purchase price is received by the Owner, any Products ordered shall not become the User's property.

Retention of usage rights

Users do not acquire any rights to use the purchased Product until the total purchase price is received by the Owner.

Delivery

Delivery of digital content

Unless otherwise stated, digital content purchased on thinprint.com, ThinPrint is delivered via download on the device(s) chosen by Users.
Users acknowledge and accept that in order to download and/or use the Product, the intended device(s) may be required to meet the technical requirements specified on thinprint.com, ThinPrint.
Users acknowledge and accept that the ability to download the purchased Product may be limited in time and space.

Contract duration

Trial period

Users have the option to test thinprint.com, ThinPrint or selected Products during a limited and non-renewable trial period, at no cost. Some features or functions of thinprint.com, ThinPrint may not be available to Users during the trial period.
Further conditions applicable to the trial period, including its duration, will be specified on thinprint.com, ThinPrint.
The trial period shall end automatically and shall not convert into any paid Product unless the User actively purchases such paid Product.

Subscriptions

Subscriptions allow Users to receive a Product continuously or regularly over time. Details regarding the type of subscription and termination are outlined below.

Open-ended subscriptions

Paid subscriptions begin on the day the payment is received by the Owner.
In order to maintain subscriptions, Users must pay the required recurring fee in a timely manner. Failure to do so may cause service interruptions.

Termination of open-ended subscriptions

Open-ended subscriptions may be terminated at any time by sending a clear and unambiguous termination notice to the Owner using the contact details provided in this document, or — if applicable — by using the corresponding controls inside this Application.
Terminations shall take effect 7 days after the notice of termination has been received by the Owner.

User rights

Right of withdrawal

Unless exceptions apply, the User may be eligible to withdraw from the contract within the period specified below (generally 14 days), for any reason and without justification. Users can learn more about the withdrawal conditions within this section.

Who the right of withdrawal applies to

Unless any applicable exception is mentioned below, Users who are European Consumers are granted a statutory withdrawal right under EU rules, to withdraw from contracts entered into online (distance contracts) within the specified period applicable to their case, for any reason and without justification. Users that do not fit this qualification, cannot benefit from the rights described in this section. The Consumer shall only be liable to the Seller for any diminution in the value of the goods resulting from handling the goods in a manner other than that necessary to acquaint him with the nature, characteristics and functionality of the goods.

Exercising the right of withdrawal

To exercise their right of withdrawal, Users must send to the Owner an unequivocal statement of their intention to withdraw from the contract.
To this end, Users may use the model withdrawal form available from within the “definitions” section of this document. Users are, however, free to express their intention to withdraw from the contract by making an unequivocal statement in any other suitable way. In order to meet the deadline within which

they can exercise such right, Users must send the withdrawal notice before the withdrawal period expires.
When does the withdrawal period expire?

Effects of withdrawal

Users who correctly withdraw from a contract will be reimbursed by the Owner for all payments made to the Owner, including, if any, those covering the costs of delivery.
However, any additional costs resulting from the choice of a particular delivery method other than the least expensive type of standard delivery offered by the Owner, will not be reimbursed.
Such reimbursement shall be made without undue delay and, in any event, no later than 14 days from the day on which the Owner is informed of the User's decision to withdraw from the contract. Unless otherwise agreed with the User, reimbursements will be made using the same means of payment as used to process the initial transaction. In any event, the User shall not incur any costs or fees as a result of such reimbursement.

Liability and indemnification

Indemnification

The User agrees to indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners and employees harmless from and against any claim or demand — including but not limited to lawyer's fees and costs — made by any third party due to or in relation with any culpable violation of these Terms, third-party rights or statutory provisions connected to the use of the Service by the User or its affiliates, officers, directors, agents, co-branders, partners and employees to the extent allowed by applicable law.

Limitation of liability

Unless otherwise explicitly stated and without prejudice to applicable law, Users shall have no right to claim damages against the Owner (or any natural or legal person acting on its behalf).
This does not apply to damages to life, health or physical integrity, damages resulting from the breach of material contractual obligations such as any obligation strictly necessary to achieve the purpose of the contract, and/or damages resulting from intent or gross negligence, as long as thinprint.com, ThinPrint has been appropriately and correctly used by the User.
Unless damages have been caused by way of intent or gross negligence, or they affect life, health or physical integrity, the Owner shall only be liable to the extent of typical and foreseeable damages at the moment the contract was entered into.
In particular, within the limits stated above, the Owner shall not be liable for:

- any losses that are not the direct consequence of a breach of the Terms by the Owner;
- any loss of business opportunities and any other loss, even indirect, that may be incurred by the User (such as, but not limited to, trading losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, etc.);
- damages or losses resulting from interruptions or malfunctions of thinprint.com, ThinPrint due to acts of force majeure, or unforeseen and unforeseeable events and, in any case, independent of the will and beyond the control of the Owner, such as, but not limited to, failures or disruptions of telephone or electrical lines, the Internet and / or other means of transmission, unavailability of websites, strikes, natural disasters, viruses and cyber attacks, interruptions in the delivery of products, third-party services or applications;
- any damage, prejudice or loss occurring due to viruses or other malware contained in or connected to files available for download from the internet or via thinprint.com, ThinPrint. Users are responsible for implementing sufficient security measures – such as anti-viruses and firewalls to prevent any such infection or attack and for securing backup copies of all data or information exchanged via or uploaded to thinprint.com, ThinPrint.

Notwithstanding the above, the following limitation applies to all Users not qualifying as Consumers:

In any event of liability, the compensation may not exceed the total payments that have been, will be or would be received by the Owner from the User based on the contract over a period of 12 months, or the period of the duration of the Agreement, if shorter.

Australian Users

Limitation of liability

Nothing in these Terms excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which the User may have under the Competition and Consumer Act 2010 (Cth) or any similar State and Territory legislation and which cannot be excluded, restricted or modified (non-excludable right). To the fullest extent permitted by law, our liability to the User, including liability for a breach of a non-excludable right and liability which is not otherwise excluded under these Terms of Use, is limited, at the Owner's sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

US Users

Disclaimer of Warranties

Thinprint.com, ThinPrint is provided strictly on an "as is" and "as available" basis. Use of the Service is at Users' own risk. To the maximum extent permitted by applicable law, the Owner expressly disclaims all conditions, representations, and warranties — whether express, implied, statutory or otherwise, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third-party rights. No advice or information, whether oral or written, obtained by the User from the Owner or through the Service will create any warranty not expressly stated herein.

Without limiting the foregoing, the Owner, its subsidiaries, affiliates, licensors, officers, directors, agents, co-branders, partners, suppliers and employees do not warrant that the content is accurate, reliable or correct; that the Service will meet Users' requirements; that the Service will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Service is downloaded at Users' own risk and Users shall be solely responsible for any damage to Users' computer system or mobile device or loss of data that results from such download or Users' use of the Service.

The Owner does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Service or any hyperlinked website or service, and the Owner shall not be a party to or in any way monitor any transaction between Users and third-party providers of products or services.

The Service may become inaccessible or it may not function properly with Users' web browser, mobile device, and/or operating system. The owner cannot be held liable for any perceived or actual damages arising from Service content, operation, or use of this Service.

Federal law, some states, and other jurisdictions, do not allow the exclusion and limitations of certain implied warranties. The above exclusions may not apply to Users. This Agreement gives Users specific legal rights, and Users may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement shall not apply to the extent prohibited by applicable law.

Limitations of liability

To the maximum extent permitted by applicable law, in no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for:

- **any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the Service; and**

- **any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Service or User account or the information contained therein;**
- **any errors, mistakes, or inaccuracies of content;**
- **personal injury or property damage, of any nature whatsoever, resulting from User access to or use of the Service;**
- **any unauthorized access to or use of the Owner's secure servers and/or any and all personal information stored therein;**
- **any interruption or cessation of transmission to or from the Service;**
- **any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service;**
- **any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service; and/or**
- **the defamatory, offensive, or illegal conduct of any User or third party. In no event shall the Owner, and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees be liable for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount paid by User to the Owner hereunder in the preceding 12 months, or the period of duration of this agreement between the Owner and User, whichever is shorter.**

This limitation of liability section shall apply to the fullest extent permitted by law in the applicable jurisdiction whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if the User has been advised of the possibility of such damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore the above limitations or exclusions may not apply to the User. The terms give User specific legal rights, and User may also have other rights which vary from jurisdiction to jurisdiction. The disclaimers, exclusions, and limitations of liability under the terms shall not apply to the extent prohibited by applicable law.

Indemnification

The User agrees to defend, indemnify and hold the Owner and its subsidiaries, affiliates, officers, directors, agents, co-branders, partners, suppliers and employees harmless from and against any and all claims or demands, damages, obligations, losses, liabilities, costs or debt, and expenses, including, but not limited to, legal fees and expenses, arising from

- **User's use of and access to the Service, including any data or content transmitted or received by User;**
- **User's violation of these terms, including, but not limited to, User's breach of any of the representations and warranties set forth in these terms;**
- **User's violation of any third-party rights, including, but not limited to, any right of privacy or intellectual property rights;**
- **User's violation of any statutory law, rule, or regulation;**
- **any content that is submitted from User's account, including third party access with User's unique username, password or other security measure, if applicable, including, but not limited to, misleading, false, or inaccurate information;**
- **User's wilful misconduct; or**
- **statutory provision by User or its affiliates, officers, directors, agents, co-branders, partners, suppliers and employees to the extent allowed by applicable law.**

Common provisions

No Waiver

The Owner's failure to assert any right or provision under these Terms shall not constitute a waiver of any such right or provision. No waiver shall be considered a further or continuing waiver of such term or any other term.

Service interruption

To ensure the best possible service level, the Owner reserves the right to interrupt the Service for maintenance, system updates or any other changes, informing the Users appropriately.
Within the limits of law, the Owner may also decide to suspend or discontinue the Service altogether. If the Service is discontinued, the Owner will cooperate with Users to enable them to withdraw Personal Data or information and will respect Users' rights relating to continued product use and/or compensation, as provided for by applicable law.
Additionally, the Service might not be available due to reasons outside the Owner's reasonable control, such as "force majeure" events (infrastructural breakdowns or blackouts etc.).

Service reselling

Users may not reproduce, duplicate, copy, sell, resell or exploit any portion of thinprint.com, ThinPrint and of its Service without the Owner's express prior written permission, granted either directly or through a legitimate reselling programme.

Privacy policy

To learn more about the use of their Personal Data, Users may refer to the privacy policy of thinprint.com, ThinPrint.

Intellectual property rights

Without prejudice to any more specific provision of these Terms, any intellectual property rights, such as copyrights, trademark rights, patent rights and design rights related to thinprint.com, ThinPrint are the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties relating to intellectual property.
All trademarks — nominal or figurative — and all other marks, trade names, service marks, word marks, illustrations, images, or logos appearing in connection with thinprint.com, ThinPrint are, and remain, the exclusive property of the Owner or its licensors and are subject to the protection granted by applicable laws or international treaties related to intellectual property.

Changes to these Terms

The Owner reserves the right to amend or otherwise modify these Terms at any time. In such cases, the Owner will appropriately inform the User of these changes.
Such changes will only affect the relationship with the User from the date communicated to Users onwards.
The continued use of the Service will signify the User's acceptance of the revised Terms. If Users do not wish to be bound by the changes, they must stop using the Service and may terminate the Agreement.
The applicable previous version will govern the relationship prior to the User's acceptance. The User can obtain any previous version from the Owner.
If legally required, the Owner will notify Users in advance of when the modified Terms will take effect.

Assignment of contract

The Owner reserves the right to transfer, assign, dispose of by novation, or subcontract any or all rights or obligations under these Terms, taking the User's legitimate interests into account. Provisions regarding changes of these Terms will apply accordingly.
Users may not assign or transfer their rights or obligations under these Terms in any way, without the written permission of the Owner.

Contacts

All communications relating to the use of thinprint.com, ThinPrint must be sent using the contact information stated in this document.

Severability

Should any provision of these Terms be deemed or become invalid or unenforceable under applicable law, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

US Users

Any such invalid or unenforceable provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent. These Terms constitute the entire Agreement between Users and the Owner with respect to the subject matter hereof, and supersede all other communications, including but not limited to all prior agreements, between the parties with respect to such subject matter. These Terms will be enforced to the fullest extent permitted by law.

EU Users

Should any provision of these Terms be or be deemed void, invalid or unenforceable, the parties shall do their best to find, in an amicable way, an agreement on valid and enforceable provisions thereby substituting the void, invalid or unenforceable parts.
In case of failure to do so, the void, invalid or unenforceable provisions shall be replaced by the applicable statutory provisions, if so permitted or stated under the applicable law.
Without prejudice to the above, the nullity, invalidity or impossibility to enforce a particular provision of these Terms shall not nullify the entire Agreement, unless the severed provisions are essential to the Agreement, or of such importance that the parties would not have entered into the contract if they had known that the provision would not be valid, or in cases where the remaining provisions would translate into an unacceptable hardship on any of the parties.

Governing law

These Terms are governed by the law of the place where the Owner is based, as disclosed in the relevant section of this document, without regard to conflict of laws principles.

Prevalence of national law

However, regardless of the above, if the law of the country that the User is located in provides for higher applicable consumer protection standards, such higher standards shall prevail.

Venue of jurisdiction

The exclusive competence to decide on any controversy resulting from or connected to these Terms lies with the courts of the place where the Owner is based, as displayed in the relevant section of this document.

Exception for Consumers in Europe

The above does not apply to any Users that qualify as European Consumers, nor to Consumers based in the United Kingdom, Switzerland, Norway or Iceland.

US Users

Surviving provisions

This Agreement shall continue in effect until it is terminated by either thinprint.com, ThinPrint or the User. Upon termination, the provisions contained in these Terms that by their context are intended to survive termination or expiration will survive, including but not limited to the following:

- the User's grant of licenses under these Terms shall survive indefinitely;
- the User's indemnification obligations shall survive for a period of five years from the date of termination;
- the disclaimer of warranties and representations, and the stipulations under the section containing indemnity and limitation of liability provisions, shall survive indefinitely.

Definitions and legal references

Latest update: March 07, 2024

iubenda hosts this content and only collects the Personal Data strictly necessary for it to be provided.

Terms and Conditions generated with iubenda

Generate yours

Exhibit E
Statement of Work

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

City of Sedona, AZ

Statement of Work (SOW) from Tyler Technologies, Inc.

3/21/2025

Presented to:
City of Sedona
102 Roadrunner Dr
Sedona, AZ 86336-3710

Contact:
Katharina Howard
Email: Katharina.Howard@TylerTech.com
1 Tyler Drive, Yarmouth, Maine 04096

Table of Contents

PART 1: EXECUTIVE SUMMARY 1

1. Project Overview 1
1.1 Introduction 1
1.2 Project Goals 1
1.3 Methodology 1

PART 2: PROJECT FOUNDATION 3

2. Project Governance 3

3. Project Scope Control 4
3.1 Managing Scope and Project Change 4
3.2 Change Control 4
3.3 Change Request Management 4

4. Acceptance Process 6

5. Roles and Responsibilities 6
5.1 Tyler Roles & Responsibilities 6
5.1.1 Tyler Executive Manager 7
5.1.2 Tyler Implementation Manager 7
5.1.3 Tyler Project Manager 7
5.1.4 Tyler Implementation Consultant 8
5.1.5 Tyler Sales 8
5.1.6 Tyler Technical Services 8
5.2 Sedona Roles & Responsibilities 9
5.2.1 Sedona Executive Sponsor 9
5.2.2 Sedona Steering Committee 9
5.2.3 Sedona Project Manager 9
5.2.4 Sedona Functional Leads 11
5.2.5 Sedona Power Users 11
5.2.6 Sedona End Users 12
5.2.7 Sedona Technical Lead 12
5.2.8 Sedona Change Management Lead 12

PART 3: PROJECT PLAN 13

6. Project Stages 13
6.1 Initiate and Plan 14
6.1.1 Initial Coordination 14
6.1.2 Project/Phase Planning 15
6.1.3 Infrastructure Planning 16

6.1.4 Stakeholder Meeting 17
6.1.5 This work package is not applicable. 18
6.1.6 Control Point 1: Initiate & Plan Stage Acceptance 18
6.2 Assess & Define 18
6.2.1 Solution Orientation 18
6.2.2 Current & Future State Analysis 19
6.2.3 This work package is not applicable. 20
6.2.4 Data Assessment 20
6.2.5 Conversion Assessment 22
6.2.6 This work package is not applicable. 23
6.2.7 Control Point 2: Assess & Define Stage Acceptance 23
6.3 Prepare Solution 23
6.3.1 Initial System Deployment 23
6.3.2 Configuration 24
6.3.3 Process Refinement 25
6.3.4 Conversion Delivery 27
6.3.5 This work package is not applicable. 28
6.3.6 This work package is not applicable. 28
6.3.7 Control Point 3: Prepare Solution Stage Acceptance 28
6.4 Production Readiness 29
6.4.1 Solution Validation 29
6.4.2 Go-Live Readiness 30
6.4.3 End User Training 31
6.4.4 Control Point 4: Production Readiness Stage Acceptance 32
6.5 Production 32
6.5.1 Go-Live 32
6.5.2 Transition to Client Services 34
6.5.3 Post Go-Live Activities 35
6.5.4 Control Point 5: Production Stage Acceptance 35
6.6 Close 36
6.6.1 Phase Closeout 36
6.6.2 Project Closeout 37
6.6.3 Control Point 6: Close Stage Acceptance 38

7. General Assumptions 38
7.1 Project 38
7.2 Organizational Change Management 39
7.3 Resources and Scheduling 39
7.4 Data 39
7.5 Facilities 40

8. Glossary 41

PART 4: APPENDICES 44

9. Conversion 44

9.1 Enterprise Permitting & Licensing Conversion Summary 44
9.1.1 Community Development 44
9.2 Enterprise ERP Conversion Summary 45
9.2.1 Accounting 45
9.2.2 Accounts Payable 45
9.2.3 Project Accounting 45
9.2.4 Purchase Orders 46
9.2.5 General Billing 46
9.2.6 Utility Billing 46

10. Additional Appendices 48
10.1 Enterprise Permitting & Licensing Definitions 48
10.1.1 "Template Business Transactions" 48
10.1.2 "Unique Business Transactions" 48
10.1.3 "Geo-Rules" 48
10.1.4 "Automation Events" 49
10.1.5 "Enterprise Permitting & Licensing SDK/API (Toolkits)" 49
10.2 Change Management Services - Foundation 49
10.2.1 General Assumptions 49
10.2.2 Roles and Responsibilities 49
10.2.3 Change Management 50
10.3 Tyler and Client Work Split Assumptions 54
10.3.1 Increased Work Split Hours 54
10.4 This work package is not applicable. 54

11. Project Timeline 55
11.1 ERP Project Timeline 55
11.2 Data & Insights Project Plan 58
11.3 This work package is not applicable. 58

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Sedona (collectively the "Project").

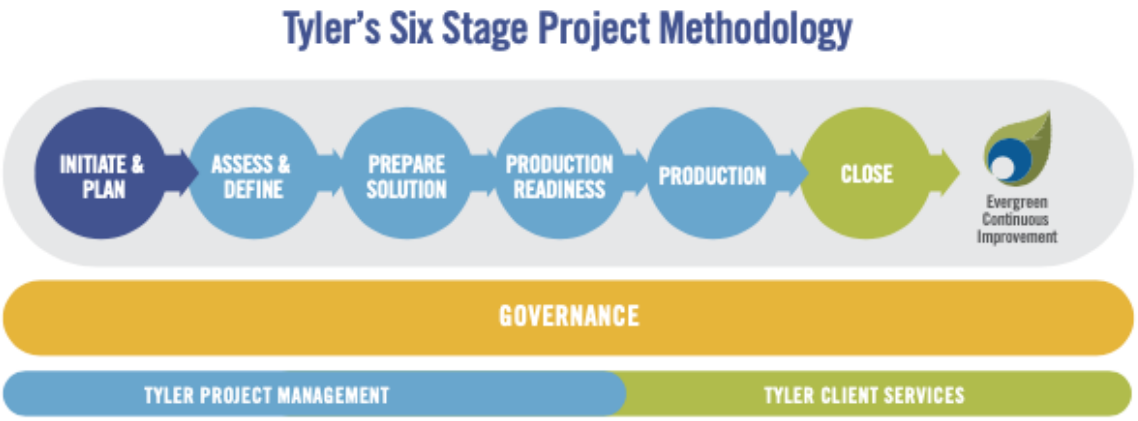
The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals

1.3 Methodology

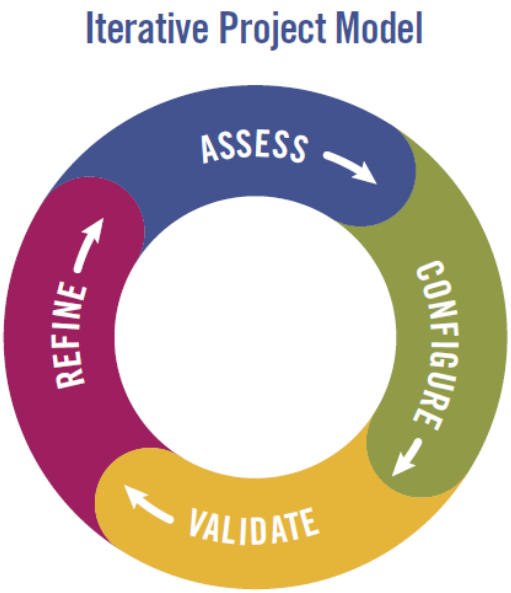
This is accomplished by Sedona and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet Sedona's complexity and organizational needs.



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both Sedona and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that Sedona and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where Sedona's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

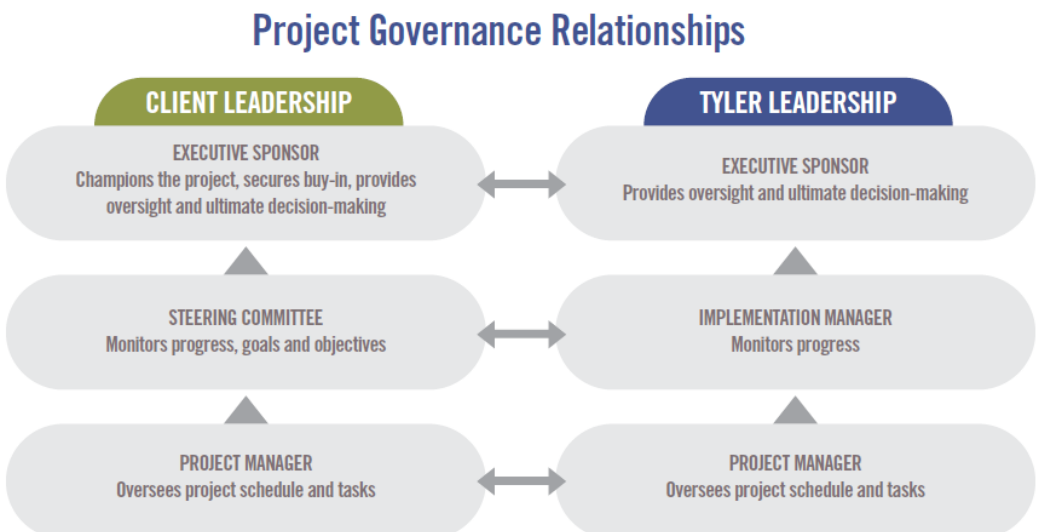
Part 2: Project Foundation

2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and Sedona collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and Sedona Steering Committee become the escalation points to triage responses prior to escalation to Sedona and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. Sedona and Tyler executive sponsors serve as the final escalation point.



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to Sedona; for example, Sedona may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to Sedona, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

Sedona will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and Sedona). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Sedona office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and Sedona will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Sedona feedback and approval on Project deliverables will be critical to the success of the Project. Sedona project manager will strive to gain deliverable and decision approvals from all authorized Sedona representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Sedona department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- Sedona shall have five (10) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If Sedona does not provide acceptance or acknowledgement within five (10) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If Sedona does not agree the Deliverable or Control Point meets requirements, Sedona shall notify Tyler project manager(s), in writing, with reasoning within five (10) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. Sedona shall then have two (5) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If Sedona does not provide acceptance within two (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for Sedona and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at Sedona, but are roles defined within the Project. It is common for individual resources on both the Tyler and Sedona project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying Sedona 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to Sedona 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Sedona management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by Sedona, the Tyler Project Manager provides regular updates to Sedona Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by Sedona project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with Sedona project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between Sedona and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Sedona any items that may impact the outcomes of the Project.
- Collaborates with Sedona 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with Sedona 's project manager(s) to set a routine communication plan that will aide all Project team members, of both Sedona and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides Sedona through software validation process following configuration.
- Assists during Go-Live process and provides support until Sedona transitions to Client Services.
- Facilitates training sessions and discussions with Sedona and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Sedona Roles & Responsibilities

Sedona resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Sedona Executive Sponsor

Sedona executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers Sedona steering committee, project manager(s), and functional leads to make critical business decisions for Sedona.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Sedona Steering Committee

Sedona steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees Sedona project manager and Project through participation in regular internal meetings. Sedona steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. Sedona steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - Sedona Policies
    - Needs of other client projects

5.2.3 Sedona Project Manager

Sedona shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. Sedona Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When Sedona project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. Sedona project manager(s) are responsible for reporting to Sedona steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for Sedona project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Collaborate with Tyler project manager to manage project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between Sedona and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both Sedona staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Sedona resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Sedona technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Sedona Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to Sedona project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Meeting
    - Project Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Sedona resources
    - Attendance at scheduled sessions
    - Change management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Data analysis assistance
    - Decentralized end user training
    - Process testing
    - Solution Validation

5.2.5 Sedona Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Sedona business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to Sedona staff during and after implementation.

- Participate in conversion review and validation.

5.2.6 Sedona End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Sedona Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Sedona third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from Sedona's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 Sedona Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage Sedona's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Sedona and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Sedona Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by Sedona.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides Sedona with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. Sedona gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with Sedona's team. During this step, Tyler will work with Sedona to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Sedona project team.

STAGE 1	Initial Coordination																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Sedona project team is assigned									A	I	R	I	I	I			
Provide initial project documents to Sedona		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						

Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with Sedona to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Sedona Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to Sedona's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with Sedona Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize Sedona with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning															
	Tyler								Sedona							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				

Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of mutually agreed to and drafted plan document
	Project Operational Plan	Delivery of mutually agreed to and drafted plan document
	Initial Project Schedule	Sedona provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Sedona has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. . Sedona is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure Sedona's infrastructure meets Tyler's application requirements.
- Ensure Sedona's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		A	R		C		C				C						C

Schedule Environment Availability		A	R				C				I						

Inputs	Initial Infrastructure Requirements

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to Sedona Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in Sedona team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined in this SOW
- Project governance defined
- Project portal made available to Sedona
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Sedona business processes. This information will be used to identify and define business processes utilized with Tyler software. Sedona collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Sedona team knowledge transfer such as: eLearning, documentation, or walkthroughs. Sedona team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare Sedona for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

Sedona and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

Sedona will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. Tyler will assist in this process by way of power user process training sessions to verify desired functionality, troubleshooting assistance, and Solution Validation training. Additionally, Tyler will work with Sedona on rectifying any outstanding issues regarding functionality as outlined in the RFP through additional troubleshooting/power user training sessions and/or regression testing within the scope of the contracted hours. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Sedona

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Sedona current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	City Acceptance of document

Work package assumptions:

- Sedona attendees possess sufficient knowledge and authority to make future state decisions.
- Sedona is responsible for any documentation of current state business processes.
- Sedona can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Data Assessment

Given the completion of the Current & Future State Analysis, the Data Assessment will provide the implementation team the design for data delivery prior to configuration. The data Assessment will also allow the Tyler and Sedona teams to identify the data that will be configured within the Tyler System. The team will develop and map out dataset structures to ensure that data is structured in a way that allows maximum utility.

The teams will review any existing data publish and metadata standards for Sedona's current data program to determine any necessary adjustments or configuration needs. Finally, the implementation team develops data workflows to map data from the source system(s) into the Tyler system, discussing any additional data requirements as needed.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Complete Data Analysis/Mapping		A	R	C	C						I	C		C			I
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Sedona Source data
	Sedona Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated (if applicable}	Sedona Acceptance of Data Conversion Plan, if Applicable
		Sedona acceptance of Solution Design Document

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Sedona representatives to identify business rules before writing the conversion.
- Sedona subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

Objectives:

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.
- Document the data conversion/loading approach.

STAGE 2	Data Conversion Assessment																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			I		C						A						R
Review and Scrub Source Data			I	I	I						A	R		C			I
Build/Update Data Conversion Plan			R	C	C						C	I	I	I			I

Inputs	Sedona Source data
	Sedona Source data Documentation (if available)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data Conversion Plan built/updated	Sedona Acceptance of Data Conversion Plan

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with Sedona representatives to identify business rules before writing the conversion.
- Sedona subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.6 This work package is not applicable.

6.2.7 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by Sedona against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- Sedona can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*															
	Tyler								Sedona							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads

Prepare hosted environment			A				R				I					C
Install Licensed Software for Included Environments			A				R				I					C
Install Licensed Software on Sedona Devices (if applicable)			I				C				A					R
Tyler System Administration Training (~~if applicable~~)			A				R				I					C

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible and functional
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- Sedona will provide network access for Tyler modules, printers, and Internet access to all applicable Sedona and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with Sedona to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Sedona collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate Sedona Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration	
	Tyler	Sedona

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			
Complete Sedona configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. Sedona is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate Sedona users on how to execute processes in the system to prepare them for the validation of the software. Sedona collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that Sedona understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Sedona Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Sedona-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Sedona-specific process documentation (completed by Sedona)	

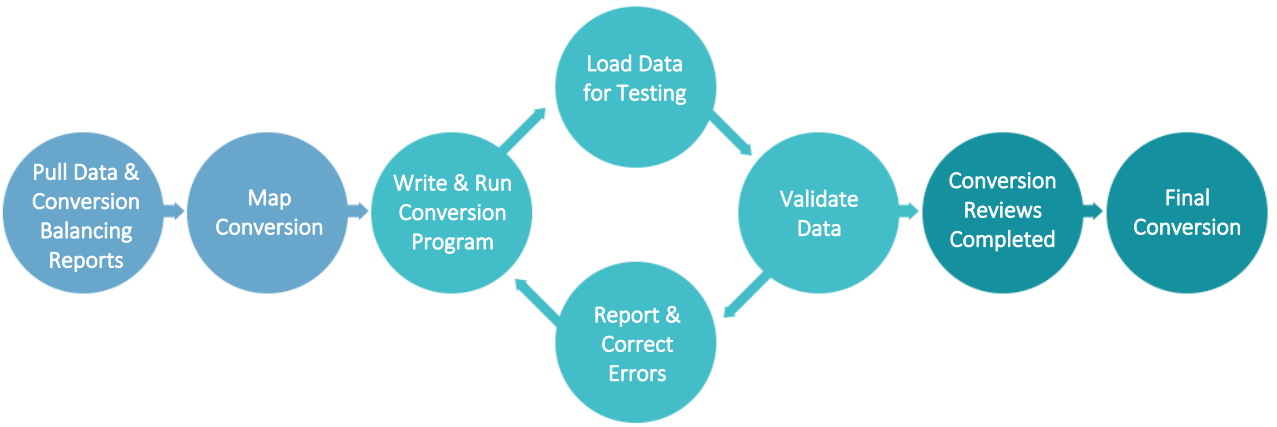
Work package assumptions:

- None

6.3.4 Conversion Delivery

The purpose of this task is to transition Sedona's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, Sedona will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with Sedona to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

- Data is ready for production (Conversion).

STAGE 3	Data Delivery & Conversion															
	Tyler								Sedona							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			A	C	R						I	I		I			
Populate data crosswalks/code mapping tool			I	C	C						A	R		C			

Iterations: Conversion Development			A	C	R						I						I
Iterations: Deliver converted data			A		R		I				I						I
Iterations: Proof/Review data and reconcile to source system			C	C	C						A	R		C			C

Inputs	
	Data Conversion Plan
	Configuration

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for final pass

Work package assumptions:

- Sedona will provide a single file layout per source system as identified in the investment summary.
- Sedona subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- Sedona project team will be responsible for completing the code mapping activity, with assistance from Tyler. Code mapping specifically refers to the creation of crosswalks needed when code setup differs between Sedona's legacy ERP system and Tyler's EERP system, such as pay codes. The crosswalks will be used by the conversion team to map old codes to new codes.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Updated solution design document (Data & Insights product only).
- Prioritized data sets for review in Tyler system (Data & Insights product only).
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare Sedona team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with Sedona to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that Sedona verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure Sedona organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide baseline Solution Validation Test Script		A	R	C							I	I					
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Sedona updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and Sedona will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure Sedona has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and Sedona will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C
Final system infrastructure review (where applicable)			A				R				C						C

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to Sedona

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Sedona users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Sedona specific business process documentation. Sedona-led training labs using Sedona specific business process documentation if created by Sedona can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- Sedona is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Sedona-led)			C	C							A	R	I	C	C	C	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties

	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	

Work package assumptions:

- Sedona project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with Sedona as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Sedona departments.
- Sedona will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and Sedona will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with Sedona to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, Sedona and Tyler will complete work assigned to prepare for Go-Live.

Sedona provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, Sedona manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with Sedona during Go-Live activities. Sedona transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Sedona data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Begin processing transactions in the Production environment, with the assistance of Tyler personnel.			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	

Work package assumptions:

- Sedona will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- Sedona business processes required for Go-Live are fully documented and tested.
- Sedona Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- Sedona Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of Sedona onto the Tyler Client Services team, who provides Sedona with assistance following Go-Live, officially transitioning Sedona to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to Sedona teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer Sedona to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state and is functioning as configured.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.
- Sedona is using Production environment for all processes in scope for the project phase in question, and the system is functioning as configured.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. Sedona transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of Sedona for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and Sedona teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Sedona
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads

	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	Acceptance by Sedona PM
	Reconciliation Report	Acceptance by Sedona PM
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time Sedona may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to Sedona teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Sedona								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to Sedona and Tyler leadership	I	A	R						I	I	C						

Release Tyler project resources	A	R	I								I						

Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Sedona acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- Both Tyler and Sedona agree that no critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed and accepted by the City.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and Sedona will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The Tyler and Sedona Project Teams will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.

- Tyler will provide a written agenda and notice of any prerequisites to Sedona project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options, and associated impacts, available within the Tyler software. If multiple options are presented by Tyler, Sedona is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring Sedona to make process changes.
- Sedona is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, Sedona is responsible for managing Organizational Change. Impacted Sedona resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted Sedona resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- Sedona resources will participate in scheduled activities as assigned in the Project Schedule.
- Tyler will provide a listing of prerequisites and a reasonable timeline for completion prior to scheduling activities.
- Sedona team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and Sedona will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled by both Tyler and Sedona.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- Sedona will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- Sedona makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- Tyler will provide request information from Sedona and Sedona will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- Sedona will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.

- Sedona is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with Sedona representatives to identify business rules before writing the conversion. Sedona must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- Sedona will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- Sedona Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- Sedona is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- Sedona will provide dedicated space for Tyler staff to work with Sedona resources for both on-site and remote sessions. If Phases overlap, Sedona will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- Sedona will provide staff with a location to practice what they have learned ~~without distraction.~~

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 Enterprise Permitting & Licensing Conversion Summary

9.1.1 Community Development

- Permit Master basic information
- Plan Master basic information
- Plan & Permit Contacts
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Sub-permit Associations – Visible in Workflow and Attached Records
- Reviews and Approvals
- Projects
- Permit Renewals
- Bonds and Escrow
- Contractors
- Workflow based on configured Enterprise Permitting & Licensing template customized only by inclusion/exclusion based on status, type or class of the associated permit, plan, etc.
- Inspections and Inspection Cases
- Meetings and Hearings
- Activities and Actions
- Conditions
- Fees
- Holds
- Notes
- Parcels and Addresses
- Payments and Fee History
- Zones
- Code Case Master basic information
- Code Requests
- Code Case Contacts and Properties
- Unique (keyed) contacts converted to global contacts
- Non-keyed contacts converted to a Memo Custom Field or standard note
- Violations
- Fees
- Payments
- Notes

9.2 Enterprise ERP Conversion Summary

9.2.1 Accounting

9.2.1.1 Accounting - Actuals

- Summary account balances by year
- Up to 5 years

9.2.1.2 Accounting - Budgets

- Original budget, budget adjustments, revised budget summaries for accounts by year
- Up to 5 years

9.2.2 Accounts Payable

9.2.2.1 Vendors

- Vendor Master file including names, addresses, SSN/FID, contacts, phone numbers
- Multiple remittance addresses
- Year-to-date 1099 amounts

9.2.2.2 Accounts Payable - Checks

- Check header data including vendor, warrant, check number, check date, check amount, GL cash account and clearing information
- Check detail data including related document and invoice numbers for each check
- Up to 5 years

9.2.2.3 Accounts Payable - Invoices

- Invoice header data containing general information for the invoice
- Invoice detail data containing line-specific information for the invoice
- Up to 5 years

9.2.3 Project Accounting

9.2.3.1 Project Accounting Master Tables

- Segments, account strings and fund string allocation table
- Requires the use of a Tyler provided (Chart of Accounts) spreadsheet for design and entry of the data to be converted

9.2.3.2 Project Accounting - Actuals

- Summary project ledger string balances. If linking to GL, must be converted at the same time.
- Up to 3 years

9.2.3.3 Project Accounting – Budget

- Original project ledger budget amounts. If linking to GL, must be converted at the same time.
- Up to 3 years

9.2.4 Purchase Orders

- Open purchase orders header data including vendor, buyer, date, accounting information, etc.
- Open purchase orders detail data including line-item descriptions, quantities, amounts, etc.
- Closed purchase orders detail data, up to 5 years, including line-item descriptions, quantities, amounts, etc.

9.2.5 General Billing

9.2.5.1 Customer Master Files

- Customer information

9.2.5.2 General Billing – Recurring Invoices

- General Billing Invoices that are sent on a regular basis
- Header records with general information about the invoice
- Detail records with line-specific information

9.2.5.3 General Billing – Bills

- 5 years of open and closed invoices
- General Ledger information so open invoices can be processed in Enterprise ERP

9.2.6 Utility Billing

9.2.6.1 Account Information

- Account Master data including previous and current customer owner information- address info, phone, fax, SSN number, FID number, account status, parcel number, location street, apartment, city, state, zip, book number, read sequence, account start and end date, EFT bank information

9.2.6.2 Services

- Current service codes, service status, type, factor, condo units, bill cycle codes, , current deposits held on account including unpaid deposit amounts, winter usage, current meter(s) associated with service, meter readings(current and previous), meter usage (current and previous) and sales tax information.

9.2.6.3 Balance Forward AR

- Account balance forward information converted as total amount due. If the client's business practices require current due and past due bills this can be broken into three balance forward bills(current balance due and up to two past due balance bills).These can be converted to one balance forward charge code or separate balance forward charge codes, and converted to the account/customer, if the client's legacy data contains this information.
- If late penalties will be applied in Enterprise ERP after the conversion, balance forward amounts must be converted by charge code

9.2.6.4 Backflow

- Account information, backflow device information, backflow type, and backflow violations

9.2.6.5 Budget Billing

Converts information for budget average billing by account, customer and service. Legacy data must include: calculated budget amount by service; number of periods remaining until plan renews; budget plan balance/credit amount, broken out by service/customer; additional amortized amount by service.

10. Additional Appendices

10.1 Enterprise Permitting & Licensing Definitions

10.1.1 "Template Business Transactions"

- A pre-defined and pre-configured Enterprise Permitting & Licensing business process from Enterprise Permitting & Licensing's "Best Management Template".
- The following modifications to Template Business Transactions are considered within scope:
  - Any changes to required inspections within the workflow
  - Any changes to the required plan reviews within the workflow
  - Adding up to 2 additional actions to the workflow
  - Configuration of fees, allowing creation of up to 3 new fees to accommodate
  - Any changes to custom field layouts that are directly related to fees or included reports
- Customization/Configuration of any of these parameters beyond the scope listed above will require the respective business process to be considered a "Unique Business Transaction", as described below.

Note: All transaction counts are quantified in the comments of the Investment Summary.

10.1.2 "Unique Business Transactions"

- Unique configuration of workflow or business process steps & actions, including output actions
- Unique Fee configuration
- Unique Custom field configuration

10.1.3 "Geo-Rules"

- An automation event that references GIS data. Current geo-rule action types are:

Alert	Displays a pop-up with a custom message to the user, notifying them of certain spatial data (i.e., noise abatement zones; flood zones; etc.).
Block	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.)
Block with Override	Places a block on the case and prevents any progress or updates from occurring on the record (i.e., no status changes can be completed, no fees can be paid, the workflow cannot be managed, etc.) However, the block can be overridden by end-users who have been given the proper securities.
Fee Date	Populates the CPI vesting date on the record if vesting maps are used by the jurisdiction.
Field Mapping	A custom field or any field inherent in the Enterprise Permitting & Licensing application can automatically populate with information based on spatial data.
Required Action	A workflow action can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the action based on certain spatial data related to the case.
Required Step	A workflow step can automatically populate in the workflow details for the particular record (i.e., plan, permit, code case, etc.) that requires the step based on certain spatial data related to the case.
Zone Mapping	The zone(s) automatically populate on the "Zones" tab of the record (i.e., plan, permit, code case, etc.).

10.1.4 "Automation Events"

10.1.4.1 "Intelligent Objects (IO)"

- Key components for automatically and reactively triggering geo-rules, computing fees, and generating emails, alerts, and other notifications.

10.1.4.2 "Intelligent Automation Agents (IAA)"

- A tool designed to automate task in a proactive manner by setting values and generating emails and other tasks. On a nightly basis, a Windows service sweeps the Enterprise Permitting & Licensing system looking for IAA tasks that need to be run, then the associated actions are performed. The IAA does not generate alerts or errors. Custom SQL queries are not Tyler deliverables.

10.1.5 "Enterprise Permitting & Licensing SDK/API (Toolkits)"

- APIs developed by Tyler Technologies for extending the Enterprise Permitting & Licensing Framework and functionality to external agencies and systems. Full documentation is available for each toolkit upon request.

Note: The Enterprise Permitting & Licensing toolkits and related documentation are simply tools that allow clients to create applications and integrations. The purchase of a toolkit/API does not imply any development related services from Tyler Technologies. Sedona is responsible for working with their IT staff and VARs to develop any necessary applications and integrations except as otherwise noted in the Investment Summary or for any "in-scope" integrations.

10.2 Change Management Services - Foundation

10.2.1 General Assumptions

- Sedona will identify all stakeholders impacted by the project at the start of the project.
- Sedona will encourage invited staff to participate in surveys used for the Organizational Change Readiness Assessment.
- The Organizational Change Assessment data may be gathered remotely.
- The Tyler Change Management Lead will use results of the Change Assessment of Sedona to develop the Change Management Plan.
- A Change Management Lead will be part of Sedona project team or Sedona Project Manager will act in this role.
- Sedona core project team will act as the Change Management Team.
- Sedona Change Management Lead will execute the Change Management Plan.
- The Tyler Change Management Lead will not be involved in the project beyond Stage 1 – Assess and Define, unless Sedona contracts for additional Change Management consulting days.

10.2.2 Roles and Responsibilities

10.2.2.1 Tyler Change Management Lead

- Performs a Change Management Assessment of Sedona and provides results.
- Presents a Change Management Plan and related Communication strategies to Sedona Change Management Lead.

- Delivers Change Management Fundamentals training to Sedona Change Management Lead.
- Delivers a Change Management coaching presentation to the Sponsor and Change Management Team.
- Trains Sedona Change Management Lead in setting up and maintaining the Change Management Tracking Templates.
- Provides presentation for Sedona Change Management Lead to use in training Change Management concepts and methodologies to Departmental Managers.

10.2.2.2 Sedona Change Management Lead

- Executes Change Management Plan.
- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Uses Change Management Guide to steer activities and communications.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively using the Tyler provided Procedural Change tool.
- Identifies areas of resistance and develops a plan to reinforce the change using the Tyler provided Resistance Management Guide and tool.
- Monitors post-production performance and new process adherence.
- Notifies Tyler if additional Change Management assistance is needed.

10.2.3 Change Management

The following Change Management sections follow the same implementation methodology as defined in Section 6: Project Stages. Each deliverable and acceptance criteria outlined in the Change Management section therefore becomes part of the overall Project Acceptance and Acknowledgement process for each Stage.

10.2.3.1 Initiate and Plan (Stage 1)

- N/A

10.2.3.2 Assess and Define (Stage 2)

10.2.3.2.1 Organizational Change Readiness Assessment

- Tyler Change Management Lead will use survey tools and interviews to gather information and data to understand the scope and organizational readiness for the planned implementation of the project. These surveys may be administered remotely, depending on project conditions and timing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

	Tyler	Sedona

	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Prepare CM Capacity Surveys for Analysis			C	R						C		C		A						
Take Surveys			A							R	R	R	R	R	R	R	R	R	R	R
Prepare and Deliver Assessment			A	R						I		I		I						I

10.2.3.2.2 Fundamentals Change Management Introduction

The Tyler Change Management Lead will meet and conduct presentations to Sedona CM Lead, Sedona Sponsor, and Sedona CM Team. Sedona CM Lead will also attend a change management fundamentals training session provided by the Tyler CM Lead. These presentations and the training will form the foundation and initial Change Management capacity building for the organization.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

	Tyler									Sedona										
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Sponsor Meeting			A	R						R		A		I						
CM Lead Meeting			A	R								A		R						
CM Team Meeting			A	R								A		I						R

10.2.3.2.3 Change Management Plan Preparation

- The Tyler Change Management Lead will prepare and provide to Sedona CM Lead the Change Management Plan and tools templates.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

	Tyler									Sedona									
	Executive Manager	Implementation Manager	Project Manager	Change Management Lead	Implementation Consultant	Data Conversion Experts	Forms & Reports Experts	Modification Programmers	Technical Support	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Lead	Power Users	Department Heads	End Users	Technical Leads	Project Toolset Coordinator	Change Management Team
Change Management Preparation			A	R								A		I						I

10.2.3.2.4 Control Point 2: Assess & Define Stage Acceptance

Assess & Define Stage Deliverables

- Organizational Change Readiness Assessment
  - Objective: Determine the organizations preparedness for change activities and determine the ability of the various stakeholders impacted by the change to adopt the change and move toward the future state.
  - Scope: Utilize in-person or remote surveys, interviews, and evaluation methodologies to gauge and score the readiness for change, risk of change, and sponsor positioning for the project.
  - Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.
- Fundamentals Change Management Introduction
  - Objective: Develop capacity for change within the organization by helping the organization gain an understanding of Change Management concepts and the various roles utilized to assist in successful Change Management
  - Scope: Provide three presentations and reference documents to different audiences; 1) Sponsor, CM Lead, and the Change Management Team, as an overview of their specific roles in Change Management.
  - Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.
- Change Management Plan Preparation
  - Objective: Deliver Change Management Plan with strategies, tactics, and best practices to address specific areas of Change Management based on the Organizational Change Readiness Assessment to Sedona CM Lead for execution throughout the remainder of the project.
  - Scope: Sponsor Strategy, CM Lead Strategy, Coach Strategy, Team Leads Strategy, Communication Strategy, Resistance Management Strategy, Lessons Learned Strategy, and

Project Reinforcement Strategy. Sponsor Guide with a Sponsor Messaging Template.
Procedural Change Management Guide with a Process Change Tracking Template.
Resistance Management Guide with a Resistance Management Tracking Template.
Recognition and Lessons Learned Guide with a Lessons Learned Review Template.

- Acceptance criteria: Added to the control point for the project level Stage 2 acceptance.

10.2.3.2.5 Assess & Define Stage Acceptance Criteria

- Sponsor Role Presentation
- Change Management Lead Role Development Presentation
- Change Management Team Coaching Presentation
- Organizational Change Readiness Assessment
- Change Management Plan with Guides and Tools

10.3 Tyler and Client Work Split Assumptions

10.3.1 Increased Work Split Hours

Additional hours were purchased in this contract to increase the work split from the standard 30% Tyler work effort to a 40% Tyler work effort. Clients have different needs and there are different ways the allocation of these hours can benefit the project. We will work with the client project manager during the planning sessions and project plan development to determine the best use of these hours. Common areas additional hours are used are:

- Configuration
  - Setting and Code configuration
  - Security and Workflow Building
- Data Conversion
  - Conversion Mapping
  - Conversion Proofing
  - Conversion Testing
  - Imports in lieu of conversion
    - Formatting files
    - Building custom templates
    - Testing imports/Data validation
- Training/Documentation
  - Additional repeat process training
  - Post Live Assistance
    - Bank Reconciliation assistance for additional months
    - Month-end assistance for additional months
    - Year-end assistance for multiple years
    - W-2/1099 processing for multiple years
  - Job aides/quick reference guides
  - End user training documentation
- Testing
  - Additional parallel processing
  - Test script building
  - Integration Testing
    - Import/Export template building
    - Import testing
    - Process validation/documentation

All clients have unique needs on a project. By defining the use of these hours during project planning, we have the flexibility to determine the greatest needs of your organization and plan accordingly. At any point in the project, we can revisit the use of these hours and adjust content as needed to support the success of the project.

10.4 This work package is not applicable.

11. Project Timeline

11.1 ERP Project Timeline

The Project Timeline establishes a target start and end date for each Phase of the Project. The timeline needs to account for resource availability, business goals, size and complexity of the Project, and task duration requirements. These will be reviewed and adjusted, if needed, during the Initiate and Plan Stage. Refer to the Project Stages section of this SOW for information on work packages associated with each stage of the implementation.

The following dates may be revised based on the date the Agreement is signed and further refined during the course of the project. Tyler requires up to forty-five (45) days to move from Agreement signing to the Initiate & Plan Stage.

Phase	Functional Area(s)	Modules	Start Date	Go-Live Date	Phase Duration
1	**Financials**	• Accounting • Accounts Payable • Budgeting • Cash Management • Capital Assets • Contract Management • Purchasing • Project & Grant Accounting • Accounts Receivable • General Billing • Cashiering • ACFR Statement Builder (post-live) • Enterprise ERP Payments	October 2025 or as defined in the Project Plan and mutually agreed upon	October 2026 or as defined in the Project Plan and mutually agreed upon	Phase Months: 12 Average Days/Month: ~ 8 Note: This includes the work split hours to be performed by Tyler as outlined in section 10.3.
	System Wide	• Analytics & Reporting w/ Executive Insights • Enterprise Forms • Content Manager Core • Enterprise ERP Admin & Security			
2	**Utility Billing**	• Central Property File • Resident Access • Utility Billing CIS • Cashiering for Utility Billing • Utility Access Payments	July 2026 or as defined in the Project Plan and mutually agreed upon	July 2027 or as defined in the Project Plan and mutually agreed upon	Phase Months: 12 Average Days/Month: ~3.5

3	**Enterprise Permitting & Licensing**	• Citizen Connect – Community Development • Community Development Suite • Decision Engine • Enterprise Permitting and Licensing- Foundation • eReviews • Meeting Manager	Oct 2026 or as defined in the Project Plan and mutually agreed upon	Oct 2027 or as defined in the Project Plan and mutually agreed upon	Phase Months: 12 Average Days/Month: ~ 5

11.2 Data & Insights Project Plan

Data & Insights Project Plan												
	Week											
	1	2	3	4	5	6	7	8	9	10	11	12
Initiate and Plan												
Assess and Define												
Prepare Solution												
Production Readiness												
Production												
Close												

11.3 This work package is not applicable.

Exhibit F
Tyler's Proposal

Tyler's Proposal, dated 6/17/2024, provided in response to Client's RFP 24-008RFP is incorporated herein by reference as if fully set forth herein.

Exhibit G
Client's Request for Proposal

Client's Request for Proposal ("RFP"), dated 5/13/2024, City of Sedona RFP 24-008RFP, including Addendum No. 1 issued May 16, 2024, and Addendum No. 2 issued June 4, 2024, is incorporated herein by reference as if fully set forth herein.

Exhibit H
Data & Insights SaaS Services Terms of Service

Last Updated: April 4, 2022

This Data & Insights SaaS Services Terms of Services governs your use of the following solutions and applies to those solutions identified in the Investment Summary:

Assessment Connect
Open Assessment

Enterprise Permitting & Licensing Business Management Feeds
Enterprise Permitting & Licensing Community Development Feeds
Data & Insights- Enterprise Permitting & Licensing Executive Insights (Comm Dev)
Data & Insights Citizen Connect
Economic Intelligence

Enterprise ERP Analytics & Reporting w Executive Insights
Data & Insights Capital Project Explorer
Data & Insights Citizen Connect
Data & Insights Open Data
Data & Insights Open Finance
Economic Intelligence
Executive Insights, ERP

Court Insights
eFile Insights
Probation/Pre-Trial Insights

Open Finance
Executive Insights (Future)
Economic Intelligence

Law Enforcement Explorer
Citizen Connect
Law Enforcement Analytics
Performance Dashboards

WHEREAS, Tyler has designed, developed, purchased or configured certain computer software systems which Tyler has designated as Data & Insights SaaS Services and has used such software in support of

commercial and government programs; and

WHEREAS, Client desires to acquire from Tyler and Tyler wishes to grant to Client a non-exclusive license to use the Data & Insights SaaS Services as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

These Data & Insights SaaS Services Terms of Service govern the use and license rights associated with the Data & Insights SaaS Services. The parties are referred to herein individually as Party or collectively as Parties. Capitalized terms used in these Data & Insights SaaS Services Terms of Service but not defined herein are defined in the Base Agreement or other agreement with us governing your use of the Tyler software and services.

SECTION A – DEFINITIONS

- **"Base Agreement"** means the Agreement executed by you and Tyler to which you are adding Data & Insights SaaS Services. For the avoidance of doubt, a Base Agreement is not an agreement signed by an entity Tyler acquired.
- **"API"** means application-programming interface.
- **"Client Data"** means data, datasets, files, information, content and links uploaded or provided by Client through the use of the Data & Insights SaaS Services but excluding Third-Party Services.
- **"Confidential Information"** means nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, Social Security numbers) and trade secrets, each as defined by applicable state law.
- **"Dataset"** means physical collection of information, typically modeled as a table of rows and columns of data.
- **"Data Storage"** means the contracted amount of storage capacity for your Client Data.
- **"Effective Date"** means the date subscription start date identified in the Order Form or Purchase Order.
- **"External API Calls"** means any request made by a user that is not logged in against a SaaS Service.
- **"Monthly Active Users" or "Users"** used interchangeably, means a user that is logged in and accesses the Data & Insights SaaS Services.
- **"Order Form"** or **"Purchase Order"** means an ordering document, referencing or including a Quote or Investment Summary, specifying the Data & Insights SaaS Services and any Professional Services to be provided hereunder that is entered into between Client and Tyler, including any addenda and supplements thereto.
- **"Quote"** or **"Investment Summary"** means an estimate provided by Tyler for the SaaS Services or Professional Services.
- **"Data & Insights SaaS Services"** means the Data & Insights off the shelf, cloud-based software service and related services, including support services, as specified under this Data & Insights SaaS Services Terms of Service. Data & Insights SaaS Services do not

include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.

- **"Data & Insights Agreement"** means this Data & Insights SaaS Services Terms of Service and any special conditions agreed to by the Parties and included in the Order Form.
- **"Third-Party Data"** means an aggregated dataset solution by a third-party data provider and shall be treated as Confidential Information.
- **"Third-Party Data Purpose"** means to use the Third-Party Data alone or in conjunction with other intelligence, data, or logic for internal modeling, targeting, measurement, and internal reporting solely for the benefit of the Client.
- **"Third-Party Services"** means if any, third-party web-based services, content, or platforms, including but not limited to third party stock photos and third-party map location services, which are available at no additional charge to you through the Data & Insights SaaS Services.
- "**Updates**" means any enhancements, additions, new releases, bug fixes, patches, modifications or other error corrections of or to the SaaS Software or Third-Party Data licensed to Client that Tyler generally makes available free of charge to licensees of the solutions.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – DATA & INSIGHTS SAAS SERVICES

1. Rights Granted. As of the Effective Date, Tyler grants to Client the non-exclusive, non-assignable limited right to use the SaaS Services on a subscription basis according to the terms of the Base Agreement and this Data & Insights Agreement. The SaaS Services will be made available to Client according to the terms of the applicable Service Level Agreement. Client may use the SaaS Services to access Updates and enhancements to the SaaS Services, as described in herein. Unless otherwise terminated, Client's right to access or use the SaaS Services will terminate at the end of the subscription period defined in the Order Form or Base Agreement, as applicable.
2. SaaS Fees and Usage Limits. Client agrees to pay the fees identified in the Order Form in accordance with the Base Agreement. Client acknowledges that continued access to the Data & Insights SaaS Services is contingent upon your timely payment of undisputed SaaS Fees. If you fail to timely pay undisputed SaaS Fees, we may discontinue your access to the Data & Insights SaaS Services. We may also terminate this Data & Insights Agreement if you don't cure such failure to pay undisputed fees within sixty (60) days of receiving written notice of our intent to terminate. During the subscription period, Tyler reserves the right to exercise the usage limits set forth in the Base Agreement. If Client exceeds the contractual usage limits, Tyler may work with Client to seek to reduce Client's usage so that it conforms to that limit. If Client is unable or unwilling to abide by a contractual usage limit, or if Client wishes to increase usage limits, it will require a written contract amendment, modification, or Client will execute an Order Form for increased usage limits.

3. Ownership and Reservation of Rights.
   a. This Data & Insights Agreement does not provide Client with title or ownership of the Data & Insights SaaS Services, or Third-Party Data, but only a right of limited use as further delineated herein. The SaaS Services, other services, workflow processes, user interface, designs, and other technologies provided by Tyler pursuant to this Data & Insights Agreement are the proprietary property of Tyler and its licensors. All right, title and interest in and to such items, including all

associated intellectual property rights, remain only with Tyler. Tyler reserves all rights unless otherwise expressly granted in this Data & Insights Agreement. Client may not remove or modify any proprietary marking or restrictive legends from items or services provided under this Agreement. Third-Party Data vendors also retain ownership, title and all rights and interest, including, without limitation, Intellectual Property Rights in and to their own respective software, data, and documentation.

b. When Client uploads or provides Client Data through the use of the Data & Insights SaaS Services, Client grants to Tyler a non-exclusive, worldwide, royalty-free, sub-licensable, and transferable license during the subscription period to use, reproduce, publicly display, distribute, modify, create derivative works of, index, and translate the Client Data as needed in response to, and as directed by, a User's use of the Data & Insights SaaS Services and as needed for the compliance of this Data & Insights Agreement and for the purpose of providing analytics to a User.
c. Tyler may access and develop derivative data assets and insights based on combined, aggregated, anonymized views of Client Data, that Client has not made publicly available, for the purposes of providing new features and functionality, and performing aggregated statistical analysis by providing benchmarks and models.
d. Client retains all ownership and intellectual property rights to the Client Data. Client expressly recognizes that except to the extent necessary to carry out our obligations contained in this Data & Insights Agreement, Tyler does not create or endorse any data used in connection with the Data & Insights SaaS Services.
e. If Client provides feedback, information, and/or or suggestions about the Data & Insights SaaS Services, or any other services provided hereunder, then Tyler (and those it allows to use its technology) may use such feedback, information, and/or suggestions under a royalty-free, paid-up, and irrevocable license without obligation to Client.

4. Restrictions.
   a. You may not: (a) except as explicitly provided for herein, make the Data & Insights SaaS Services or Documentation resulting from the Data & Insights SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Data & Insights SaaS Services; (c) access or use the Data & Insights SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Data & Insights SaaS Services or Documentation available to any third party other than as expressly permitted by this Data & Insights Agreement; (e) use the Data & Insights SaaS Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third party rights; (f) interfere with or disrupt the integrity or performance of the Data & Insights SaaS Services (including without limitation, vulnerability scanning, penetration testing or other manual or automated simulations of adversarial actions, without Tyler's prior written consent); or (g) attempt to gain unauthorized access to the Data & Insights SaaS Services or its related systems or networks.
   b. Client acknowledges and understands that the Data & Insights SaaS Services are not designed to serve as the system of record and shall not be used in a manner where the interruption of the Data & Insights SaaS Services could cause personal injury (including death) or property damage. The Data & Insights SaaS Services are not designed to process or store data protected under the

Family Education Rights and Privacy Act ("FERPA"), data from Criminal Justice Information Services ("CJIS"), or other sensitive data, and by using the Data & Insights SaaS Services, Client acknowledges and agrees that Client is using the Data & Insights SaaS Services at Client's own risk and that Client is solely responsible for use of data with the Data & Insights SaaS Services in any manner that is contrary to the uses for which the Data & Insights SaaS Services are designed and offered for use in this Agreement. If Client intends to use the Data & Insights SaaS Services to store or transmit Protected Health Information (PHI), then the Parties will scope the additional usage and it will require a written contract amendment and will include a mutually agreeable Business Associate Agreement.

c. Although we have no obligation to screen, edit or monitor the Client Data or Public User content posted on Data & Insights SaaS Services, if, in our reasonable judgment, we discover your use of the Data & Insights SaaS Services threatens the security, integrity, stability, or availability of the Data & Insights SaaS Services, or is otherwise in violation of this Data & Insights Agreement, we may temporarily suspend the Data & Insights SaaS Services, or User access thereto. Unless Client has conducted penetration testing or unscheduled performance testing, Tyler will use commercially reasonable efforts to provide Client with notice and an opportunity to remedy such violation or threat prior to such suspension. Any penetration testing or unscheduled performance testing conducted by Client will result in immediate suspension of the Data & Insights SaaS Services.

5. Access and Usage by Internal Client Users and Contractors. You may allow your internal users and third party contractors to access the Data & Insights SaaS Services and any technical or policy controls, in compliance with the terms of this Data & Insights Agreement, which access must be for your sole benefit. You are responsible for the compliance with this Data & Insights Agreement by your internal users and contractors.

6. Your Responsibilities. Client (a) must keep its passwords secure and confidential; (b) is solely responsible for all activity occurring under its account; (c) must use commercially reasonable efforts to prevent unauthorized access to its account and notify Tyler promptly of any such unauthorized access; (d) may use the Data & Insights SaaS Services only in accordance with the Documentation; and (e) shall comply with all federal, state and local laws, regulations and policies of Client, as to its use of the Data & Insights SaaS Services, Client Data, and instructions to Tyler regarding the same.

7. Client Data Backup. The data on the Data & Insights Platform is a copy of Client Data. Any laws and regulations governing Client for retention of Client Data remains Client's responsibility. CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP CLIENT DATA unless otherwise specially agreed in writing between Tyler and Client in the Tyler hosting Agreement.

8. Return of Client Data. Upon request, Tyler will make the Data & Insights SaaS Services available to Client to export Client Data for a period of sixty (60) days following the termination of this Data & Insights Agreement. After such sixty (60) day period has expired, we have no obligation to maintain Client Data and may destroy the Client Data.

9. Data Security Measures. In order to protect your Confidential Information, we will: (a) implement and maintain all reasonable security measures appropriate to the nature of the Confidential Information including without limitation, technical, physical, administrative and organizational controls, and will maintain the confidentiality, security and integrity of such Confidential Information; (b) implement and maintain industry standard systems and procedures for detecting,

mitigating, and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; (c) designate an employee or employees to coordinate implementation and maintenance of its Security Measures (as defined below); and (d) identify reasonably foreseeable internal and external risks to the security, availability, confidentiality, and integrity of Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks (collectively, Security Measures). Client acknowledges and agrees that Tyler's obligations with respect to Security Measures is subject to Client Restrictions herein.

10. Notice of Data Breach. If Tyler knows that Confidential Information has been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Data & Insights Agreement, we will alert Client of any such data breach in accordance with Section 18-552 of the Arizona Revised Statutes and applicable federal law and take such actions as may be necessary to preserve forensic evidence and return the Data & Insights SaaS Services to standard operability. If so required, Tyler will provide notice in accordance with applicable federal or State data breach notification laws.

11. Confidentiality. Refer to Section G(16) of the Base Agreement.

SECTION C – WARRANTY

1. SaaS Services Warranty. Tyler warrants to Client that the functionality or features of the Data & Insights SaaS Services will substantially perform as communicated to Client in writing, or their functional equivalent, but Tyler has the right to update functionality. The support policies may change but will not materially degrade during the term. Tyler may deprecate features upon at least 30 days' notice to Client, but Tyler will use commercially reasonable efforts to support the previous features for at least 6 months following the deprecation notice. The deprecation notice will be posted at https**://support.socrata.com.**

SECTION D – THIRD-PARTY SERVICES

1. Third -Party Services**.** Client may be provided with access and usage of Third-Party Services through use of the Data & Insights SaaS Services. Client may use the Third-Party Services at Client's election, but Client must agree to such Third-Party Service contracts if Client chooses to use those Third-Party Services. Third-Party Services will be solely governed by such Third-Party Service contracts and use may include separate fees and charges.

2. Disclaimer. You acknowledge that we are not the provider of any Third-Party Services. We do not warrant or guarantee the performance of the Third-Party Services.

SECTION F – TERM

1. Term. Refer to Section 18 of the City of Sedona Addendum.

SECTION G –LIMITATION OF LIABILITY

1. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS DATA & INSIGHTS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY, TITLE OR FITNESS FOR A PARTICULAR PURPOSE. WHILE TYLER TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE DATA & INSIGHTS SAAS SERVICES, TYLER DOES NOT GUARANTEE THAT THE DATA & INSIGHTS SAAS SERVICES CANNOT BE COMPROMISED. YOU UNDERSTAND THAT THE DATA & INSIGHTS SAAS SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.**

   LIMITATION OF LIABILITY. Refer to Section F(5) of the Agreement.
2. **EXCLUSION OF CERTAIN DAMAGES.** Refer to Section F(5) of the Base Agreement.

SECTION H –Additional Terms and Conditions for Data & Insights SaaS Services with Open Data functionality

1. Tyler may make certain other Tyler Applications available to Client. The use of Open Assessment, Data & Insights Citizen Connect, Data & Insights Capital Project Explorer, Sorata Citizen Connect, Data & Insights Open Data, Data & Insights Open Finance, Open Finance, and/or X-Connect Applications, either alone or in connection with the Data & Insights SaaS Services, is governed by this Data & Insights Agreement and the Agreement. Client must also comply with the following terms and conditions when using the above named Applications.
2. The Data & Insights SaaS Services may provide you with functionality to make all or part of Client Data available to the general public through one or more public facing websites. If the functionality is provided, then Client determines which Client Data is shared publicly, and Client is solely responsible for determining the online terms of use and licenses relative to the use by public users ("Public User") of Client Data, and the enforcement thereof. Client is responsible to ensure all Users comply with the terms and conditions of this Agreement. Once an internal user makes Client Data publicly available using the Data & Insights SaaS Services, Tyler has no control over a Public User's use, distribution, or misuse of Client Data. Tyler has no liability or obligation to indemnify for such usage. If the Data & Insights SaaS Services provide you with this functionality, then Users have the ability within the Data & Insights SaaS Services to remove the public permissions applied to Client Data.
3. Tyler reserves the right to develop derivative data assets based on Client Data that exists in the public domain. Tyler may use, index, disclose, commercialize, and transfer the derivative data assets for any lawful purpose, including but not limited to: aggregating and summarizing data; normalizing, standardizing and concatenating data to create new regional or national data assets; and developing key performance indicators and benchmarks.
4. APIs. The Data & Insights SaaS Services may provide access to the applicable application-programming interface ("API") as part of the Data & Insights SaaS Services under the terms of this Data & Insights Agreement. Subject to the other terms of this Data & Insights Agreement and if the Data & Insights SaaS Services provides access to the APIs, Tyler grants Client a non-exclusive, nontransferable, terminable license to interact only with the SaaS Services as allowed by the current APIs.
    a. Client may not use the APIs in a manner--as reasonably determined by Tyler--that exceeds the purposes defined in the Investment Summary, constitutes excessive or abusive usage, or fails to comply with any part of the APIs. If any of these occur, Tyler can suspend or terminate Client's access to the APIs on a temporary or permanent basis.
    b. Tyler may change or remove existing endpoints or fields in API results upon at least 30 days'

notice to Client, but Tyler will use commercially reasonable efforts to support the previous version of the APIs for at least 6 months from deprecation notice. Tyler may add new endpoints or fields in API results without prior notice to Client.

c. The APIs may be used to connect the SaaS Services to certain hosted or on premise software applications not provided by Tyler ("Non-Tyler Applications"). Client is solely responsible for development, license, access to and support of Non-Tyler Applications, and Client's obligations under this Data & Insights Agreement are not contingent on access to or availability of any Non-Tyler Application.
d. Any open source code provided is provided as a convenience to you. Such open source code is provided AS IS and is governed by the applicable open source license that applies to such code; provided, however, that any such open source licenses will not materially interfere or prohibit Client's limited right to use the SaaS Services for its internal business purposes.

CITY COUNCIL AGENDA BILL

AB 3066
August 26, 2025
Regular Business

Agenda Item: 8f
Proposed Action & Subject: Discussion/possible action regarding future meeting/agenda items.

Department	City Manager
Time to Present	2 Minutes
Total Time for Item	5 Minutes
Other Council Meetings	Included in City Council regular meeting agenda packets as of May 14, 2024
Exhibits	A. Future Agenda Items

Finance Approval	Reviewed 8/10/25 BGW
City Attorney Approval	Reviewed 8/13/25 KWC
City Manager's Recommendation	Reviewed 8/14/25 ABS

Expenditure Required	
$	N/A
Amount Budgeted	
$	N/A
Account No. (Description)	N/A

SUMMARY STATEMENT

Background: Council requested a document showing future agenda items be added to the Council packet going forward. Attached as Exh. A is the Future Agenda Items document for review and discussion, and possible direction purposes.

Climate Action Plan/Sustainability Consistent: ☐**Yes** - ☐**No** - ☒**Not Applicable**

Board/Commission Recommendation: ☐**Applicable** - ☒**Not Applicable**

Alternative(s): None

MOTION

I move to: For presentation and direction only.

Date	Day	Time	Type	Topic	Agenda Section	Requestor	Estimated Total Time
8/26/2025	Tuesday	3:30 p.m.	Special Meeting				
				Discussion and consultation regarding personnel matters, specifically to discuss City Attorney Kurt Christianson's annual evaluation.	Exec Session	Martin	60 min
				Hold for ES Mtng Language TBD	Exec Session	Christianson	60 min
8/26/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3248 Approval of a Final Plat for Navajo Lofts, to subdivide ±2.65 acres into a 4-unit single family subdivision at 741 Forest Road (Bowers Subdivision). The property is zoned Single Family Residential (RS-18) and is located northwest of the intersection of State Route 89A and Brewer Road. APN: 401-38-012. Case Number: PZ21-00020 (SUB) Owner/Applicant: 741 Forest Road LLC (David Bowers)	Consent	Meyer	N/A
				AB 3250 Public hearing/presentation regarding the City of Sedona Development Impact Fee Audit Report for Fiscal Years 2022-23 and 2023-24.	Regular	Stanley	10 min
				AB 3251 Discussion and possible action for the City to serve as the sponsor and applicant for Arizona State Parks' Off-Highway Vehicle (OHV) Recreation Fund competitive grant program. The proposed project—Broken Arrow Trailhead Improvements, that will be in partnership with the U.S. Forest Service (USFS). The scope of work includes infrastructure upgrades to improve traffic flow and entrance design, the addition of restroom facilities to address ongoing environmental concerns at the site, and the construction of an OHV staging area to reduce noise pollution affecting the nearby neighborhood.	Regular	Tyler Kamarata Grants Analyst	15 min

				AB 3245 Discussion/possible action for the approval of a Linking Agreement with Axon Enterprise, Inc., for the purchase of police Tasers, patrol car cameras, body worn cameras and related hardware/software in the amount of $1,199,393.15	Regular	Foley	10 min
				AB 3187 Discussion/possible action regarding approval of award RFP No. 24-008, for the Software and Implementation of an Enterprise Resource Planning (ERP) System, to Tyler Technologies, Inc. for an amount not- to-exceed $1,548,678.00	Regular	Dickey	30 min
				AB 3252 Discussion/possible action regarding approval of a contract with Abdo Financial Solutions for assistance with the implementation of a new Enterprise Resources Planning (ERP) system in an amount not-to-exceed $323,000 with an eight-month profect management timeline.	Regular	Whitehorn	10 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
8/27/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3249 Discussion/possible action regarding an Intergovernmental Agreement (IGA) with Northern Arizona University to conduct an RFP to procure clean energy through an offsite energy project.	Special	Beck	15 min

9/9/2025		1:00 p.m.					
				Tentative HOLD City Council Magistrate Interviews- 1	Exec Session	Martin	3 hours
9/9/2025	Tuesday	4:30 p.m.	Regular Meeting				
				Approval of The Sedona Women Day Proclamation, September 6, 2025	Consent	Jablow/Ploog	NA
				AB 3255 Approval of a Contract Amendment No. 1 to Extension No. 4 to the Streets Maintenance Projects Job Order Contract FY25 with Cactus Asphalt, Inc. The maximum threshold of fees for this year increased from $1,000,000 to $1,150,000.	Consent	Harris/Hall	NA

				AB 3230 Discussion/possible action to approve the Arts & Culture Organizations Grants program efective in FY26.	Regular	Anette	30 min
				AB 3128 Approval of a purchase agreement for APN 401-64-006A,490 E. Sedona Vista Drive in an amount of $70,000.	Consent	Harris	NA
				The Sedona Women Day Proclamation, September 6, 2025	Proclamations	Jablow/Ploog	5 min
				AB 3253 Discussion/possible action regarding approval of contract and linking agreement for Musco Field Lighting at Multi Use Field in the amount of $248,025.	Regular	Frewin	15 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
9/10/2025	Wednesday	12:00 p.m.	Special Meeting				
				Tentative HOLD City Council Magistrate Interviews- 1	Exec Session	Martin	3 hours
9/10/2025	Wednesday	2:00 p.m.	Special Meeting				
				AB 3206 Discussion/possible direction regarding the Draft Western Gateway Master Plan.	Special	Meyer	120 min
9/23/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3101 Approval of Renewal of Home Energy Retrofit Project agreement with CozyHome LLC for up to $90,000.	Consent	Beck	NA
				AB 3151 Discussion/possible action regarding approval of a construction contract with XXXXXXXXXXXX, for the Improvements at Ranger Station / Interior Restoration of House and Barn Project, in the amount of $XXXXXXX.	Regular	Phillips	30 min
				AB 3133 Discussion/possible action regarding approval of PT-04B SR179 Park and Ride Construction Contract in the amount of $XXXXXXX.	Regular	Hall	15 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
9/24/2025	Wednesday	3:00 p.m.	Special Meeting				

				AB 3135 Discussion/possible action regarding the Sedona in Motion transportation program.	Special	Harris	120 min
10/14/2025	Tuesday	4:30 p.m.	Regular Meeting				
				Tentative Sister City follow up	Regular	Spickard	45 min
10/15/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3215 Discussion/possible direction regarding the needs assessment and strategic plan to address homelessness with a focus on recommendations, including a regionally coordinated implementation plan for addressing homelessness in the Verde Valley.	Special	Blum	2 hours
10/28/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
10/29/2025	Wednesday	3:00 p.m.	Special Meeting				
				AB 3232 Presentation/discussion by Arizona Water Company and City staff regarding water conservation initiatives.	Special	Beck	60 min
				Tenative Hold AB 3241 Presentation/discussion by Coconino County Criminal Justice Coordinating Council regarding their community services and inititatives.	Special	Spickard	1 hour
11/11/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
11/12/2025	Wednesday	3:00 p.m.	Special Meeting				
11/25/2025	Tuesday	4:30 p.m.	Regular Meeting				
				Citizen's Academy participants, certificate presentation.	Recognition	Hall	15 min
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min

11/26/2025	Wednesday	3:00 p.m.	Special Meeting				
12/9/2025	Tuesday	4:30 p.m.	Regular Meeting				
				AB 3066 Discussion/possible action regarding future meeting items.	Regular	Spickard	5 min
12/10/2025	Wednesday	3:00 p.m.	Special Meeting				