

**By ordering or accepting integration services from TASER International, Inc. (TASER) you agree that you have read and understand this Addendum No. 1 Integration Services Statement of Work (SOW) and you accept and agree to be bound by the following terms and conditions.** You represent to us that you are lawfully able to enter into contracts and if you are entering into this SOW for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. In consideration of the mutual promises contained in this SOW, the parties agree to all terms of the SOW effective as of the date you signed the Quote or submit your purchase order, whichever is first (Effective Date).

Agency seeks assistance from TASER for the development of modifications to the EVIDENCE.com services to enable integration with the Agency's current records management system and/or computer aided dispatch system (collectively referred to as **RMS**). This SOW is therefore made and entered into by and between TASER and you (**Agency**) and amends the EVIDENCE.com Master Service Agreement (**MSA**) between the parties. This SOW adds provisions to the MSA related to TASER's provision of Integration Services. All other provisions in the MSA not amended by this SOW remain the same.

**1 Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or your purchase order for the Integration Services, whichever is first.

**2 Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.

**3 Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in your Quote.

**4 Delivery of Integration Services.**

**4.1 Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.

**4.2 Changes to Services.** Changes to the scope of the Integration Services must be documented and agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

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

**4.4 Performance Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.

---

**5** **Acceptance Checklist.** TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Integration Services. Agency will sign the Checklist acknowledging completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection of the Integration Services within 7 calendar days from delivery of the Checklist to the Agency. TASER will address the Agency's issues and then will re-present the Checklist for the Agency's approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Integration Services from Agency within 7 calendar days of delivery of the Checklist to the Agency, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

**6** **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:

**6.1** Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);

**6.2** Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;

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

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

**6.5** Promptly installing and implementing any and all software updates provided by TASER;

**6.6** Ensuring that all appropriate data backups are performed;

**6.7** Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;

**6.8** Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;

**6.9** Notifying TASER of any network or machine maintenance that may impact the performance of the integration module at the Agency; and

**6.10** Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

**7** **Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER 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.

**8** **Liability for Loss or Corruption of Data.** Agency is responsible for: (a) instituting proper and timely backup procedures for its software and data contained in its RMS; (b) creating timely backup copies of any of its software or data in its RMS that may be damaged, lost, or corrupted due to TASER's provision of Integration Services; and (c) using backup copies to restore any of its software or data from its RMS in the event of any loss of, damage to, or corruption of the operational version of its software or data, even if such damage, loss, or corruption

is due to TASER's negligence. The Section does not apply to Agency data stored on Evidence.com and covered by the MSA.

**9 Intellectual Property.** TASER owns all right, title and interest in all Product User Documentation and the software integration modules developed by TASER under this SOW. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the software integration modules and Product User Documentation provided to Agency in connection with the delivery of Integration Services and in accordance with this SOW. Agency must not: (a) distribute, sell, lease, assign, license, convey, disclose, or in any other way transfer the Product User Documentation or software integration modules to any third party; (b) reproduce, modify, or use the Product User Documentation or software integration modules; or (c) reverse engineer, disassemble or otherwise de-compile any portion of the software integration modules. Except as expressly granted in this Section, no license of or right to the Product User Documentation or software integration modules is granted by TASER to the Agency directly or by implication, estoppel or otherwise.

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

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

**12 Limitation of Liability.** EXCEPT AS OTHERWISE PROVIDED IN THIS SOW, THE WARRANTIES STATED IN THIS SOW ARE LIMITED WARRANTIES AND ARE THE ONLY WARRANTIES MADE BY TASER. TASER DOES NOT MAKE AND HEREBY DISCLAIMS, AND AGENCY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXPRESSLY EXCLUDED ARE ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER STATUTORY OR COMMON LAW WARRANTY. UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS SOW OR OTHERWISE FOR LOSS OF PROFITS, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, EXCEPT FOR OBLIGATIONS OF CONFIDENTIALITY AND INDEMNIFICATION SET FORTH IN THIS SOW, THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID TO TASER UNDER THIS SOW FOR THE INTEGRATION SERVICES IN THE PRIOR 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION LIMITS AGENCY'S OBLIGATIONS UNDER SECTION 3.

**13 General.**

**13.1 Notifications.** Any notice permitted or required under this SOW will be deemed to have been given if it is in writing and personally served or delivered, mailed by registered or certified mail (return receipt requested), delivered by a national overnight courier service with confirmed receipt, or sent by email to the parties at the addresses listed in the signature block at the end of this SOW.

**13.2 Entire Agreement; Modification.** This SOW, including the Quote for Integration Services and MSA, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning our provision of the Integration Services. No modification, amendment, or waiver of any provision of this SOW will be effective unless in writing and signed by both parties. All headings are for reference purposes only and must not affect the interpretation of the SOW.

**13.3 Severability.** This SOW is contractual and not a mere recital. Sections 1-3, 4, and 8-14 will continue in force and effect after termination of this SOW. If any portion of this SOW is held to be invalid or



## Addendum No. 1 Integration Services Statement of Work

unenforceable, the remaining portions of this SOW will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to the effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this SOW but the rest of the SOW will remain in full force and effect.

### 14 Definitions.

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

“Integration Services” means the professional services provided by us pursuant to this SOW.

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

[Revised 9-4-2014]

© is a trademark of TASER International, Inc., and AXON and TASER are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2014 TASER International, Inc.



By accepting the integration services provided by TASER International, Inc. (TASER) you agree that you have read and understand this Addendum No. 1 Integration Services Statement of Work (SOW) and you accept and agree to be bound by its terms and conditions. You represent to us that you are lawfully able to enter into contracts and if you are accepting this integration service for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity.

**1 Acceptance.**

I certify our acceptance and agreement to the completion of the Integration Services outlined in the Addendum No.1 Integration Services Statement of Work.

ACCEPTED and AGREED as of

10 day of July, 2016

Agency Name: CITY OF GLENDALE

By: [Signature]

Printed Name: KEVIN R. PHELPS

Title: CITY MANAGER

Address: 5850 W. GLENDALE AVENUE, STE. 431  
GLENDALE, AZ 85301

Phone: 623-930-2870

Email: citymanager@glendaleaz.com

[Revised 4-17-2015]

© is a trademark of TASER International, Inc., and AXON and TASER are registered trademarks of TASER International, Inc., registered in the U.S. All rights reserved. © 2015 TASER International, Inc.

Approved as to form

[Signature]  
City Attorney

ATTEST:  
[Signature]  
City Clerk