

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**ARC FOR POLICE WEARABLE BODY CAMERAS,
AND VIDEO CAPTURE AND STORAGE SYSTEM**

603094-13

TASER INTERNATIONAL, INC.
NAME OF FIRM
Mandy Duffy, RFP Manager
DESIGNATED CONTACT, NAME AND PROJECT (Please type or print)
17800 North 85 th Street Scottsdale, AZ 85255
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
480-463 2149 800.978.2737
(AREA CODE) AND TELEPHONE NUMBER
480.991.0791
(AREA CODE) AND FAX NUMBER
mduffy@taser.com
E-MAIL ADDRESS

CONTRACT FOR POLICE WEARABLE BODY CAMERAS AND VIDEO CAPTURE AND STORAGE SYSTEM

This Contract is made and entered into this 16 day of December, 2013, by and between LAS VEGAS METROPOLITAN POLICE DEPARTMENT (hereinafter referred to as LVMPD), and TASER INTERNATIONAL, Inc. (hereinafter referred to as TASER), for ANNUAL REQUIREMENTS CONTRACT FOR POLICE WEARABLE BODY CAMERAS AND VIDEO CAPTURE AND STORAGE SYSTEM TOTAL SOLUTION (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, TASER is a manufacturer of various TASER brand products, including on-officer video and recording devices, and cloud based data storage systems, and LVMPD seeks assistance in deploying and implementing its TASER camera systems and EVIDENCE.com service solutions, and TASER has the personnel and resources necessary to accomplish the PROJECT and provide the hardware and services in accordance with the Scope of Work in Exhibit A within the required schedule and in accordance the contract requirements and Pricing Schedule/Quotation in Exhibit B.

WHEREAS, TASER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, LVMPD and TASER agree as follows:

SECTION I: RESPONSIBILITY OF TASER

- A. It is understood that in the performance of the services herein provided for, TASER shall be, and is, an independent contractor, and is not an agent, representative or employee of LVMPD and shall furnish such services in its own manner and method except as required by this Contract. Further, TASER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by TASER in the performance of the services hereunder. TASER shall be solely responsible for, and shall indemnify, defend and hold LVMPD harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, TASER agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. TASER acknowledges that the LVMPD has an obligation to ensure that public funds are not used to subsidize private discrimination. TASER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, the LVMPD may declare TASER in breach of the Contract, terminate the Contract, and designate TASER as non-responsible.
- D. TASER acknowledges that TASER and any subcontractors, agents or employees employed by TASER shall not, under any circumstances, be considered employees of the LVMPD, and that they shall not be entitled to any of the benefits or rights afforded employees of LVMPD, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. LVMPD will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of TASER or any of its officers, employees or other agents.
- E. TASER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by TASER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, TASER shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of TASER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. TASER will not produce a work product which violates or infringes on any copyright or patent rights. TASER shall, without additional

compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by the LVMPD of any products or services furnished by TASER shall not in any way relieve TASER of responsibility for the professional and technical accuracy and adequacy of its work. LVMPD's review, approval, acceptance, or payment for any of TASER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and TASER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to LVMPD caused by TASER's performance or failures to perform under this Contract.

- G. TASER shall appoint a Manager who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by TASER's associates and employees under the personal supervision of the Manager. Should the Manager or any employee of TASER be unable to complete his or her responsibility for any reason, TASER will replace him or her with a qualified person. If TASER fails to make a required replacement within 30 days, LVMPD may terminate this Contract for default.

All materials, information, and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by TASER specifically for LVMPD relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered or services to be rendered by TASER to parties other than LVMPD shall become the property of LVMPD and shall be delivered to LVMPD's representative upon completion or termination of this Contract, whichever comes first. Vendor must provide format of video/audio, at termination of contract as required by LVMPD. The format will be MP4 or current format at the time of termination. . Metadata to include notes and tagging information must also be included in a format readable and digestible by the department at time of contract termination. TASER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by LVMPD. LVMPD shall have the right to reproduce all documentation supplied pursuant to this Contract, for LVMPD's own use, including compliance with public information requests, and for use by any authorized entity, including the District Attorney or other law enforcement officers and supporting Agencies.

- H. TASER agrees that its officers and employees will cooperate with the LVMPD in the performance of services under this Contract and will be available for consultation with LVMPD at such reasonable times with advance notice as to not conflict with their other responsibilities.
- I. TASER has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the LVMPD.
- J. TASER agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Fiscal Affairs Committee.
- K. The rights and remedies of the LVMPD provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF LVMPD

- A. The LVMPD agrees that its officers and employees will cooperate with TASER in the performance of services under this Contract and will be available for consultation with TASER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by TASER under this Contract shall be subject to review for compliance with the terms of this Contract by LVMPD's representative, the Captain of Organizational Development Bureau, currently Captain Michael Dalley, telephone number (702) 828-3053 or their designee. LVMPD's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform TASER by written notice before the effective date of each such delegation.

- C. The review comments of LVMPD's representative may be reported in writing as needed to TASER. It is understood that LVMPD's representatives' review comments do not relieve TASER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. LVMPD represents and warrants to TASER that: (a) LVMPD has been duly authorized by the laws of the applicable jurisdiction, and by a resolution of its governing body, if legally required, to execute and deliver this Contract and to carry out its obligations under this Contract; (b) all legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Contract; (c) that the EVIDENCE.com services will be used by LVMPD only for essential governmental or proprietary functions consistent with the scope of LVMPD's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and (d) LVMPD has funds available to pay until the end of its current appropriation period, and it intends to request funds to make payments in each appropriation period, from now until the end of the Term of this Agreement.
- E. LVMPD's responsibilities as they specifically relate to TASER's performance of installation services on site at LVMPD:
1. Providing access to the building facilities and where TASER is to perform the services, subject to safety and security restrictions imposed by LVMPD (this includes providing security passes or other necessary documentation to TASER representatives performing the services permitting them to enter and exit LVMPD's premises with laptop personal computers and any other materials needed to perform the services);
 2. Providing suitable workspace for TASER's personnel while working at the installation site and in LVMPD's facilities;
 3. Ensuring that prior to TASER's arrival at the installation site that its network and systems comply with the following system requirements posted at <http://www.taser.com/products/digital-evidence-management/evidence>;
 4. Timely implementation of operating procedures, audit controls, and other procedures necessary for LVMPD's intended use of the products and EVIDENCE.com services;
 5. Providing all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the services;
 6. Making any required modifications, upgrades or alterations to its hardware, facilities, systems and networks related to TASER's performance of the services prior to TASER's arrival;
 7. Promptly installing and implementing any and all software updates provided by TASER;
 8. Ensuring that all appropriate data backups are performed;
 9. Providing to TASER the assistance, participation, review and approvals described in the SOW and participating in testing of the products as requested by TASER;
 10. Providing TASER with remote access to its EVIDENCE.com account when required for TASER to perform the services;
 11. Designating a representative who will be the main point of contact for all communication with TASER relative to the SOW and who has the authority to act on the LVMPD's behalf in matters regarding the SOW;
 12. Ensuring the reasonable availability by phone or pager of knowledgeable staff and personnel, system administrators and operators to provide timely, accurate, complete and up-to-date documentation and information for the duration of the SOW (these contacts are to provide background information and clarification of information required to perform the services);
 13. Instructing its personnel so that they are, at all times, educated and trained in the proper use and operation of the products and that the products are used in accordance with applicable TASER manuals and instructions.

SECTION III: SCOPE OF WORK

Services to be performed by TASER for the PROJECT shall consist of the work described in the Scope of Work (SOW) as set forth in Exhibit A of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. The LVMPD may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in TASER's cost or time required for performance of

any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT be made and this Contract shall be modified in writing accordingly. Any claim of TASER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by TASER of notification of change unless the LVMPD grants a further period of time before the date of final payment under this Contract.

- B. No services for which an additional compensation will be charged by TASER shall be furnished without the written authorization of the LVMPD.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. LVMPD agrees to pay TASER for the performance of services described in the Scope of Work (Exhibit A) based upon the Pricing Schedule/Quotations (Exhibit B) specified in this Contract.
- B. TASER will be entitled to payments in accordance with the Scope of Work (Exhibit A) and the Pricing Schedule/Quotation Exhibit B).
- C. All payments shall be due within 30 calendar days after receipt of the invoice.
- D. LVMPD shall subtract from any payment made to TASER all damages, costs and expenses caused by TASER's negligence, resulting from or arising out of errors or omissions in TASER's work products, which have not been previously paid to TASER.
- E. Invoices shall be submitted to LVMPD, Attention Budget Director, 400B S Martin Luther King Blvd, Las Vegas NV 89106.
- F. LVMPD's Fiscal Limitations
1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit the LVMPD's financial responsibility as indicated in Sections F(2) and F(3) below.
 2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and LVMPD's obligations under it shall be extinguished at the end of the fiscal year in which the Fiscal Affairs Committee (FAC) fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
 3. LVMPD's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in LVMPD's purchase order(s) to TASER.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by TASER, without prior written approval of LVMPD. However, TASER may subcontract data storage services to a third-party provider for the EVIDENCE.com services.
- B. Approval by LVMPD of TASER's request to subcontract or acceptance of or payment for subcontracted work by LVMPD shall not in any way relieve TASER of responsibility for the professional and technical accuracy and adequacy of the work. TASER shall be and remain liable for all damages to LVMPD caused by negligent performance or non-performance of work under this Contract by TASER's subcontractor or its sub-subcontractors.
- C. The compensation due under Section V shall not be affected by LVMPD's approval of TASER's request to subcontract.

SECTION VII: MISCELLANEOUS PROVISIONS

- A. Time Schedule
1. Time is of the essence of this Contract.
 2. TASER shall complete the implementation and provide the services in accordance with the Scope of Work contained in Exhibit A of this Contract. However, if any delays are caused by LVMPD, LVMPD will be responsible for any of its costs caused by its delay. The non-performance or delay by TASER of its obligations under this Contract will be excused if and to the extent the non-performance or delay results directly from the failure by LVMPD to perform its responsibilities. If any failure or delay by LVMPD to perform any of its responsibilities prevents or delays TASER's performance of its obligations under this Contract, 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 LVMPD.
 3. If TASER's performance of services is delayed or if TASER's sequence of tasks is changed, TASER shall notify the LVMPD's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to the LVMPD's written approval.

B. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - i. not less than 10 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by the LVMPD for its convenience; but only after the TASER is given:
 - i. not less than 10 calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with the LVMPD prior to termination.
3. If termination for default is effected by the LVMPD, the LVMPD will pay TASER that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to the TASER at the time of termination may be adjusted to the extent of any additional costs occasioned to the LVMPD by reason of the TASER's default.
4. If termination is for the LVMPD's convenience, the LVMPD shall pay TASER that portion of the compensation which has been earned and for products purchased as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
5. Upon receipt or delivery by TASER of a termination notice, TASER shall promptly discontinue services allowing uploading of videos but LVMPD will still be allowed access to view and download all information stored on EVIDENCE.COM as described in Section B(6) below.
6. Upon termination notice by LVMPD, LVMPD will be given a minimum of 45 days to access and download all of the LVMPD's data stored on EVIDENCE.com. If LVMPD needs further time LVMPD will notify TASER within 45 days of the Contract expiration or termination date that LVMPD needs further access to the data. After TASER receives that notification, the LVMPD will have six more months to retrieve all the data from EVIDENCE.com and download to another storage option. This is provided at no additional cost to the LVMPD. This allows LVMPD to transfer its evidence to any other storage system, including another vendor. The format of all video files will be MP4, a standard video format, or the then current format, which can be played by most standard video viewers.
7. If after termination for failure of TASER to fulfill contractual obligations it is determined that TASER has not so failed, the termination shall be deemed to have been effected for the convenience of the LVMPD.
8. The rights and remedies of the LVMPD and TASER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
9. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party.

C. Covenant Against Contingent Fees

TASER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, the LVMPD shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Gratuities

1. The LVMPD may, by written notice to TASER, terminate this Contract if it is found after notice and hearing by the LVMPD that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by TASER or any agent or representative of TASER to any officer or employee of the LVMPD with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph D(1) above, the LVMPD shall be entitled:
 - i. to pursue the same remedies against TASER as it could pursue in the event of a breach of this Contract by TASER; and
 - ii. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the LVMPD) which shall be not less than 3 nor more than 10 times the costs incurred by TASER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the LVMPD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
4. This section does not apply to items and promotions given to TASER Certified Master Instructors as part of TASER training programs.

E. Insurance

TASER shall obtain and maintain the insurance coverages required in **Exhibit H** incorporated herein by this reference. TASER shall comply with the terms and conditions set forth in **Exhibit H** and shall include the cost of the insurance coverages in their prices.

F. Indemnity

TASER does hereby agree to defend, indemnify, and hold harmless the LVMPD and the employees, officers and agents of the LVMPD from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of TASER or the employees or agents of TASER in the performance of this Contract.

G. Patent Indemnity

TASER hereby indemnifies and shall defend and hold harmless LVMPD, its officers, employees, agents and, if applicable, its managers, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by LVMPD and its manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by TASER, or out of the processes or actions employed by, or on behalf of TASER in connection with the performance of the Contract. TASER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by LVMPD or its manager; provided that LVMPD shall have notified TASER upon becoming aware of such claims or actions, and provided further that TASER's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by LVMPD or its manager.

TASER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract. TASER has no liability to LVMPD or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of TASER software or the EVIDENCE.com services by LVMPD or any third party; (b) use of TASER software or the EVIDENCE.com services in connection or in combination with equipment, devices, or services

not provided by TASER; (c) the use of TASER software or the EVIDENCE.com services other than as permitted under this Contract or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the EVIDENCE.com services.

H. Audits

The performance of this Contract by TASER is subject to review by the LVMPD to insure contract compliance. TASER agrees to provide the LVMPD any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to TASER and will provide TASER a reasonable time to comply. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for termination of the Contract.

I. Covenant

TASER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. TASER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Assignment

Any attempt by TASER to assign or otherwise transfer any interest in this Contract, to anyone other than a subsidiary corporation, without the prior written consent of the LVMPD shall be void.

K. Governing Law

Nevada law shall govern the interpretation of this Contract.

L. Order of Precedence

This Agreement

Exhibit A

Exhibit B

Exhibit D

Exhibit E

All remaining Exhibits

M. Term of Contract

LVMPD agrees to retain TASER for the period from Date of Award through January 31, 2019, with the option to renew for five (5), one-year periods, subject to the provisions of Sections V and VII herein. During this period, TASER agrees to provide goods and services as required by LVMPD within the scope of this Contract. Prior to any Contract extension, TASER may submit a price increase of not more than 2% per year not to exceed a total of 5% for 5 year renewal options. If the price increase is not accepted by LVMPD, the Contract will terminate at the end of the then current term.

N. Confidential Treatment of Information

TASER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

O. ADA Requirements

All work performed or services rendered by TASER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

P. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO LVMPD: Las Vegas Metropolitan Police Department
Captain Organizational Development Bureau
400B S Martin Luther King Blvd, 2nd flr
Las Vegas NV 89106

Copy to:
Las Vegas Metropolitan Police Department
Purchasing & Contracts Unit, Purchasing Manager
400B S Martin Luther King Blvd., 4th flr
Las Vegas NV 89106

TO TASER: TASER INTERNATIONAL INC.
17800 North 85TH Street
Scottsdale, AZ 85255

Copy to:
Legal Department
TASER INTERNATIONAL INC.
17800 North 85TH Street
Scottsdale, AZ 85255

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

LVMPD:

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

By: 
DOUG GILLESPIE
Sheriff

TASER:

TASER INTERNATIONAL, INC.

By: 
Douglas Klint
//Title: President and General Counsel

APPROVED AS TO FORM:

STEVEN B. WOLFSON
DISTRICT ATTORNEY


By: 
ELIZABETH VIBERT
DEPUTY DISTRICT ATTORNEY

EXHIBIT A SCOPE OF WORK

This is an annual requirements contract for TASER AXON Flex camera kits, mounting devices & accessories and docking stations known as Evidence Transfer Manager (ETM); TASER Assurance Plan (TAP) that covers hardware maintenance and support (Attachment D); a video capture and storage solution (EVIDENCE.com) that is able to capture video from the Officer's perspective and store video in a secure hosted website and is covered by EVIDENCE.com Master Service Agreement (Attachment E); and includes implementation and training.

PROJECT AND WORK PLAN

TIMELINE FOR IMPLEMENTATION OF ALL SYSTEMS

TASER has proposed a couple of training and implementation scenarios for LVMPD in their RFP Response, both parties acknowledge that the timeline will be highly customized to meet LVMPD's needs at the kick off meeting. At the kick off meeting TASER and LVMPD will work together to design an implementation schedule that will work best for the LVMPD. TASER's Professional Services team will have recommendations based on the goals of LVMPD.

TASER AXON FLEX CAMERA

Kit includes camera, battery, wires, cables, and one mount of officer's choice of either the collar/versatile/cap mount, or the epaulette mount. TASER will provide mounts during training for Officers to test to determine which mount they prefer. TASER will allow LVMPD to exchange one mount for another for a period of 1 week after receipt. The Flex system has the following specifications:

- Recording Format: MPEG-4 Layer 2
- Battery Recording Life: 12+ Hours
- Flash Storage Capacity: 8 GB Non-Removable
- Retina Low-Light Imaging Technology
- 30-second Buffered Recording
- Contains built-in storage that can record up to 12 hours of video

TASER EVIDENCE TRANSFER MANAGER ("ETM")

Automated Workflows – officer docks his camera in the ETM at end of shift and the video files are automatically uploaded to TASER's backend system, EVIDENCE.com. The ETM also charges the devices. Includes automatic firmware upgrades, as well as, EVIDENCE.com software upgrades when docked into the Evidence Transfer Manager (ETM)

SPARE EQUIPMENT

TASER will provide spare Flex cameras in an amount equal to 3% of cameras purchased for spare parts

Seven spare ETMs

An initial quantity of 200 mounts and 50 holsters for spare parts

EVIDENCE.com

Video management system leverages Microsoft Active Directory (LDAP compliant) for managing system security access and authentication.

EVIDENCE.com will import the current usernames, emails, badge ID or "P" number of workforce by uploading an Excel spreadsheet. After exporting a list of your usernames etc. from LVMPD Microsoft Active Directory, a sample template will upload all of your usernames and passwords at once into EVIDENCE.com.

EVIDENCE.com can be accessed via any device with an internet connection and a browser. Officers can also use their smart phone and TASER's Evidence Mobile App, which is available for free. An officer can then use an MDT or a smart phone or tablet to add metadata, review, and tag any video taken while in the field.

LVMPD employees designated as administrators within EVIDENCE.com set and control user rights, such as adding/removing users and assigning roles. After the administrator sets users in the system, a specific device is assigned to a specific user. The system allows for one user per device in order to preserve the chain of custody. All videos uploaded via the user's camera will be tagged with that user's information. This workflow allows supervisors and administrators to keep track of all users' videos automatically.

LVMPD can access and download all data stored on EVIDENCE.com at all times. This data can be downloaded in batches, or one at a time, to a local server if necessary. The data can be then transferred to a hard drive of LVMPD's choosing, or a server on-site. All files downloaded from EVIDENCE.com will be indexed and dated.

TAGGING

Video files generated by the AXON Flex are embedded with meta-data, or data about data. Every time an AXON Flex video is created the meta-data fields are updated with the current date and time. Dates and time stamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST).

User Searches Index the following 8 fields:

- Last Name
- First Name
- Role
- Date - Last Active, Invited, Deactivated
- Status - All, Active, Invited, Deactivated
- From
- To
- Badge Number or "P" number

EVIDENCE.com search allows for 7 searchable fields in addition 5 category based fields. Searchable fields:

- ID – Case ID of incident
- Uploaded By – User that uploaded content
- Owner – User currently assigned video i.e. if Officer A captures the video, but Officer B is conducting the investigation, Officer B only has access to view his own video. Said video can be assigned by an administrator to Officer B who can then review the video captured by Officer A.
- Title – Titles are defaulted to the date and time of the video capture "Flex Video 2012-10-13 1447."
- This field can be updated by the user at the time of capture to display a more specific title i.e. "Boat Crash at Lake of the Ozarks."
- From – Initial date to start search from
- To – Last date to search from
- Category Based Fields:
 - Date – Allows searching based on Recorded Date, Upload Date, and Delete Date
 - File Type – Allows searching for any digital media type or to specify type such as Video, Audio, Document, Image, Firing Log, and Other
 - Status – Allows searching for any status level or to specify type such as Active, Processing, Queued for Deletion, Excluded, and Deleted
 - Flagged – Allows searching for any flag level or to specify type such as Flagged or Unflagged.
 - Category – Allows searching for any category type or to specify any category added by the agency.

AUDIT TRAIL

AXON system provides audio and video of an event, as well as, the 30 seconds of video prior to the event. AXON system incorporates audio and video recording which can be used to demonstrate the events of an incident from the officer's Point of View (POV).

The AXON system captures video as soon as an officer double-clicks the EVENT button. All video and any accompanying information are saved on the AXON Flex until the officer docks the AXON Flex into the ETM.

At that point, the device begins to charge, and the files begin their secure upload to EVIDENCE.com. TASER's complete on-officer video and evidence management systems safeguard against a break in the chain of custody. EVIDENCE.com automatically logs a detailed Evidence Audit Trail of anything that happens to that video or its metadata. The log can be used to determine a chain of custody that surpasses chain of custody regulations. EVIDENCE.com logs an Audit Trail for every piece of digital evidence. Below is an example of an Audit Trail on a single piece of video evidence.

Taser information

Dept. TASER Demo Site
Title 12-090998

Report Generated by

Name Midwest, Officer (32921)
Username Midwest
Local Time zone US Mountain Standard Time (UTC -07:00)
Generated On 07 Sep 2012 12:42:47

Case ID: CA-5721FFE5131D4872B2E3F634F9320D92

#	Date	Time	User	Activity
1	28 Aug 2012	12:42:47 (-07:00)	Northern, Officer (23470) Username: Northern	Created
2	28 Aug 2012	12:42:48 (-07:00)	Northern, Officer (23470) Username: Northern	Viewed
3	28 Aug 2012	12:43:03 (-07:00)	Northern, Officer (23470) Username: Northern	Tag 'DUI' Added
4	28 Aug 2012	12:43:09 (-07:00)	Northern, Officer (23470) Username: Northern	Tag 'Jones' Added
5	28 Aug 2012	12:43:25 (-07:00)	Northern, Officer (23470) Username: Northern	Annotation Added or Updated
6	28 Aug 2012	12:43:35 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Video interviews' Added
7	28 Aug 2012	12:43:45 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Audio interviews' Added
8	28 Aug 2012	12:43:54 (-07:00)	Northern, Officer (23470) Username: Northern	Folder 'Crime scene photos' Added

FILE SHARING

Any file stored on EVIDENCE.com can be shared with interested parties. Individual files and entire case files can be shared with outside EVIDENCE.com users directly from the online interface. This feature can be particularly helpful when coordinating with, a District Attorney's office for litigation purposes. You can set the timeframe the files can be shared, the audit trail logs access and views. For users to view the data on EVIDENCE.com they must have a license.

DELETING/PURGING

Account administrators may pre-set how long they would like each file to be stored until it is deleted by the system. Retention periods may always be adjusted for individual files after they have been uploaded to the EVIDENCE.com system. If recently deleted files are still needed, then a "remorse period" ensures that those files can still be retrieved within a seven-day timeframe.

The automated deletion is reliant on the agency establishing retention categories. All types of categories are associated with a retention period. If no retention period is specified, then video will remain on the system until manually deleted. If a category such as "Traffic Stop" is created with a retention period of 2 years, once a video is created, marked as a "Traffic Stop" and uploaded to EVIDENCE.com, the video will automatically be marked for deletion 2 years from the upload date. Administrators receive a weekly e-mail report notifying them of upcoming deletions that week. Audit trails for deleted events are always retained in order to show the life-cycle of the evidence even if expunged.

LVMPD users designated as Administrators will have full control of the classification system. LVMPD can customize the classifications as needed. There are many different ways to handle deletion, but the Administrators can remove any user's ability to delete a record from the system.

STORAGE SOLUTIONS

"Hot Storage" – immediately accessible, viewable, and downloadable. This storage should hold all active files, or files which may be needed by the department immediately.

"Archival Storage" or "Cold Storage" – This storage can be used as a way to keep archival video records which are no longer needed on an immediate basis. Perhaps these videos would be held in archival storage for posterity or for a long period of time.

LVMPD & TASER have estimated storage needs for the initial year for both 'Hot' and 'Cold' storage options. TASER has agreed there will be no overage charges for the initial year of the Contract and LVMPD has agreed that it will true-up or adjust the 'Hot' storage usage for the 2nd and each subsequent Contract year based upon the prior Contract year's actual usage. LVMPD will also be responsible to pay for any additional storage overage amounts that it uses in years 2 and later.

LITIGATION TESTIMONY IN COURT

TASER employs experts in its technology, who can testify in court for LVMPD. TASER will send an expert to testify in court matters free of charge (capped at 100 hours per year of employee time) regarding the AXON/EVIDENCE.com product line on security and chain of custody matters regarding AXON Flex and EVIDENCE.com. LVMPD must provide TASER with reasonable notice of the need for this testimony but in no event less than 5 business days' notice. If LVMPD requires more

100 hours per year during the term of this Contract, an hourly rate will be negotiated by the parties and travel expenses will be reimbursed by LVMPD at GSA per diem rates.

TRAINING PLAN

TASER included several possible Training Plan options in its RFP Response. TASER will coordinate with the leadership at LVMPD to document the Training Program and Schedule based upon the needs of the LVMPD. The final Plan will be approved by TASER and LVMPD. The final plan will be a hybrid of the options listed below, including Train the Trainer, and train the end users at multiple locations, covering all shifts. It is anticipated that TASER will be on site for a minimum of 3 weeks. In addition, any LVMPD personnel who desire to attend TASER’s Axon Instructor Course at a location other than at the LVMPD premises can do so for no additional registration fee.

OPTION 1: TRAIN-THE-TRAINER AT CENTRAL LOCATION

Train-the-Trainer at HQ Location		
Day 1	Train the Trainer: 6 hour session	
Day 2	Train the Trainer: 6 hour session	
ETM On-Site Set-Up		
Day 3	Morning	ETM site 1
	Afternoon	ETM site 2
	Afternoon	Wrap-up and final questions

**Further days will be needed depending on number of ETM sites.*

OPTION 2: TRAIN-THE-TRAINER AT EACH PRECINCT

Train-the-Trainer at Each Precinct			
Day 1	Morning	Location 1	Train the Trainer session
	Afternoon		Set up ETMs at Location
Day 2	Morning	Location 2	Train the Trainer session
	Afternoon		Set up ETMs at Location
Day 3	Morning	Location 3	Train the Trainer session
	Afternoon		Set up ETMs at Location
Day 4	Morning	Location 4	Train the Trainer session
	Afternoon		Set up ETMs at Location

**Further days will be needed depending on number of unique locations.*

OPTION 3: TASER TRAINS EVERYONE AT A CENTRAL LOCATION

End User Training Plan		
Day 1	8:00 - 11:00	End-User Training: 15 users
	11:30 - 14:30	End-User Training: 15 users
	15:00 - 18:00	End-User Training: 15 users
Day 2	8:00 - 11:01	End-User Training: 15 users
	11:30 - 14:31	End-User Training: 15 users
	15:00 - 18:01	End-User Training: 15 users
Day 3	8:00 - 11:02	End-User Training: 15 users
	11:30 - 14:32	End-User Training: 15 users
	15:00 - 18:02	End-User Training: 15 users

Day 4	8:00 - 11:03	End-User Training: 15 users
	11:30 - 14:33	End-User Training: 15 users
	15:00 - 18:03	End-User Training: 15 users
Day 5	8:00 - 11:04	End-User Training: 15 users
	11:30 - 14:34	Administrator Training
	15:00 - 18:04	Administrator Training

ETM On-Site Set-Up		
Day 6	Morning	ETM site 1
	Afternoon	ETM site 2
	Afternoon	Wrap-up and final questions

Follow-Up Schedule	
Day 45	On-Site or Virtual Check-up, depending on Program Success
Ongoing Support	Live support available M-F 7:00AM - 5:00PM MST Virtual support and Web support available 24/7

DISASTER RECOVERY PLAN

BUSINESS CONTINUITY PLANS

TASER shall adhere to the following plans and procedures in order to reduce the risk that day-to-day problems or more serious disaster scenarios will affect agencies:

Data Integrity

TASER shall maintain several lines of defense against accidental or purposeful data destruction. TASER's procedures shall meet the following commitments: a) Up-to-the-hour "log shipping" backups, allowing recovery from server hard drive problems, b) Digitally fingerprint every file with a SHA1 hash to ensure file integrity, c) Data is stored redundantly over three facilities, and d) Regular data integrity checks run across the entire file system to detect and correct data corruption.

Operational Security

TASER shall implement the following network security procedures that encompass several layers of network and physical security: a) Physical security of unencrypted data patrolled by professional security personnel, b) Physical access to data center restricted to operations personnel, and c) Industry-standard cryptographic encryption of data transfers and encryption of data stored on disk.

Change Auditing

In order to prevent unauthorized or undesired changes, TASER shall provide a traceable audit of all configuration changes that take place on TASER's production systems, including:

- a) Automatic auditing of computer access and elevation of privileges,
- b) TASER personnel shall maintains log of all additions or changes to production software or hardware,
- c) Systems, including operating system patches and network configuration.

Business Continuity Measures

TASER's infrastructure planning includes preparing for multiple failure scenarios, and includes the following measures: a) Continual monitoring of software systems and network connectivity, b) Quarterly test of database failure and cluster switch-over, c) Quarterly test of application server failure and network load-balancing switch-over, d) Quarterly test of full backup customer database restore, e) Yearly test of complete system failure and failover to redundant facility.

Employee Training

TASER shall cross-train multiple employees on key business and technical tasks in order to reduce reliance on single individuals. These procedures include:

- a) Multiple employees trained on software code,
- b) At least two employees responsible and capable of performing key technical and business processes, and
- c) At least two employees overseeing key aspects of software deployment.

Changes to Business Continuity Plans

TASER may, at its sole discretion, modify the terms and conditions of this Business Continuity Plans at any time. This is meant to be an executive summary of EVIDENCE.com’s business continuity processes employed at TASER.

ACCEPTANCE TEST PLAN

Below is a basic acceptance test to ensure that the end-to-end solution is functioning properly.

AXON FLEX

1.1	User slides power switch to “on” position	Solid red LED switches to blinking green within 20 seconds. (If this does not happen, confirm that wires are properly connected)
1.2	User turns on Samsung Touch device and initiates the “Axon” Application	“Flex” logo turns from red to green. (Device is already paired)
1.3	User selects “Flex” option on mobile application	Live stream of DVR footage appears on device.
1.4	User double-taps large button on Controller	DVR beeps twice (provided volume on) and blinking light on controller turns from green to red
1.5	User ends recording by holding down large button on Controller for 5 seconds	DVR beeps once (provided volume on) and blinking light turns from red to green
1.6	User selects “Evidence List” on Axon mobile application and selects the most recent video recording	User can then select the “play” logo and watch the recent recording.
1.7	User places DVR and Controller into dock.	DVR flashes red, yellow, and green, and then begins to blink yellow to symbolize the active upload. Controller shows yellow circle to symbolize charging cycle.
1.8	User logs onto EVIDENCE.com account once DVR is showing a solid green light.	This symbolizes the upload has completed.
1.9	User selects video file on “My Latest Uploads” menu and is able to review it.	User can then share, download, and view audit trail in playback menu.

EVIDENCE.COM

Frame Rate: Selectable with minimum of 30 fps	Out of Box
Video Capture: peripheral point- of-view from the Officer	Out of Box
On Officer Storage Device: Minimum 8 GB Internal Solid State Memory	Out of Box
Recording Time: Minimum 8 Hours	Out of Box

On Officer Storage Device: Modes: Recording, buffering, privacy, and playback notes and narrations. Officer can insert marks and add voice narration on the playback computer in a separate file attached to the original video	Out of Box
Mode indicators: Indicators for storage space, battery strength, power	Out of Box
Video Deletion: On device Officer can mark for deletion but administration must approve device setup	Out of Box
Video Playback Device may or may not be purchased at time of contract. Device shall be compatible with IOS, Android, and Windows Operating System	Out of Box
Video Playback device shall have the ability to stream video wirelessly via Bluetooth	Out of box
Minimum of three (3) year storage, catalog and retrieval	Out of Box
Web Based- Hosted digital evidence management, storage, and retrieval system	Out of Box
Roles and Permissions: Configurable by agency administration	Out of Box
Encryption: 256 Bit	Out of Box
Case Management Tools: Standard Share Cases: user may share cases with other member of the agency if desired	Out of Box
Search Functionality: By name, date, event or device	Out of Box
Chain of Custody: An audit trail is generated for every video	Out of Box
Reassign Evidence: Administrator may reassign evidence to a different user	Out of Box
Download Cases: Standard function given that the user has permissions	Out of Box
Evidence Deletion: Shall have administration rights; automatic seven (7) day "grace period"	Out of Box
Ability to Create Video Clips from larger video. Dependent on security role.	Out of Box
Officer to Add Notes: Standard function given that the user has permission	Out of Box
Media Support: MP4, AVI, WMV, JPEG, and PDF	Out of Box
Software shall have ability to set different record retention rules.	Out of Box

For On-Site Installation Services, TASER will present LVMPD with an Acceptance Checklist (Checklist) upon TASER's completion of the on-site installation services; LVMPD will sign the Checklist acknowledging completion of the on-site installation services once they have been completed. If LVMPD reasonably believes that TASER did not complete the on-site installation services in substantial conformance with this Contract, LVMPD will notify TASER in writing of its specific reasons for rejection of the on-site installation services within 7 calendar days from delivery of the Checklist to LVMPD. TASER will address LVMPD's issues and then will re-present the Checklist for LVMPD'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 on-site installation services from LVMPD within 30 calendar days of delivery of the Checklist to LVMPD, the absence of LVMPD's response will constitute the LVMPD's affirmative acceptance of the on-site installation services, and a waiver of any LVMPD right of rejection.

**EXHIBIT B
PRICE QUOTATION**

TASER International
Protect Truth



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

Regina Heilman-Ryan
(702) 828-5788
(702) 828-1531
purchasing@lvmpd.com

Quotation
Quote: Q-04961-12
Date: 10/18/2013 10:06 AM
Quote Expiration: 12/31/2013
Contract Start Date*: 1/15/2014
Contract Term: 5 years

Bill To:
LAS VEGAS METROPOLITAN POLICE
DEPARTMENT LOGISTICS BUREAU
3141 SUNRISE AVE LAS VEGAS, NV 89101
US

Ship To:
Regina Heilman-Ryan
LAS VEGAS METROPOLITAN POLICE
DEPARTMENT LOGISTICS BUREAU
3141 SUNRISE AVE
LAS VEGAS, NV 89101
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Brian Black	800-978-2737	bblack@taser.com	Fedex - Ground	Net 30

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

Year 1 Payment

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before	DISC (\$)	NET TOTAL
200	73030	KIT, AXON, FLEX	499.95	USD 99,990.00	USD 0.00	USD 99,990.00
200	73009	COLLAR/VERSATILE/CAP MOUNT, FLEX		USD 0.00	USD 0.00	USD 0.00
200	73011	EPAULETTE MOUNT, FLEX		USD 0.00	USD 0.00	USD 0.00
250	73036	CONTROLLER, HOLSTER, BELT CLIPS, FLEX		USD 0.00	USD 0.00	USD 0.00
57	73016	ETM, 6 CAMERA BAYS, 6 CONTROLLER BAYS, AXON FLEX	1499.95	USD 76,497.45	USD 46,500.27	USD 29,997.39

57	85076	5 YEAR TASER ASSURANCE PLAN ETM		USD 0.00	USD 0.00	USD 0.00
200	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	36.00	USD 7,200.00	USD 7,200.00	USD 0.00
200	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 117,600.00	USD 23,520.00	USD 94,080.00
206	85053	5 YEAR TASER ASSURANCE PLAN AXON FLEX		USD 0.00	USD 0.00	USD 0.00
6	Spare Flex	KIT, AXON, FLEX		USD 0.00	USD 0.00	USD 0.00
15,812	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 23,718.00	USD 0.00	USD 23,718.00

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC (\$)	NET TOTAL
15,812	86000	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	\$0.30 / GB per year	USD 4,743.60	USD 0.00	USD 4,743.60
5,000	Included Storage	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 0.00	USD 0.00	USD 0.00
200	87101	BASIC EVIDENCE.COM LICENSE: YEAR 1	119.40	USD 23,880.00	USD 11,940.00	USD 11,940.00
1	85055	PREMIUM PLUS SERVICE	15000.00	USD 15,000.00	USD 15,000.00	USD 0.00
					Year 1 Payment Total:	USD 377,628.75
					Year 1 Payment Net price	USD 264,468.99

Year 2 Payment

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC	NET TOTAL
15,812	86000	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	\$0.30 / GB per year	USD 4,743.60	USD 0.00	USD 4,743.60
15,812	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 23,718.00	USD 0.00	USD 23,718.00
200	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 17,600.00	USD 23,520.00	USD 94,080.00
200	87201	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	119.40	USD 23,880.00	USD 11,940.00	USD 11,940.00
200	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	36.00	USD 7,200.00	USD 7,200.00	USD 0.00
					Year 2 Payment Total:	USD 177,141.60
					Year 2 Payment Net price	USD 134,481.60

Year 3 Payment

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC	NET TOTAL
15,812	86000	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	\$0.30 / GB per year	USD 4,743.60	USD 0.00	USD 4,743.60
15,812	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 23,718.00	USD 0.00	USD 23,718.00
200	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 117,600.00	USD 23,520.00	USD 94,080.00
200	87301	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	119.40	USD 23,880.00	USD 11,940.00	USD 11,940.00
200	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	36.00	USD 7,200.00	USD 7,200.00	USD 0.00
Year 3 Payment Total:						USD 177,141.60
Year 3 Payment Net price						USD 134,481.60

Year 4 Payment

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC	NET TOTAL
15,812	86000	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	\$0.30 / GB per year	USD 4,743.60	USD 0.00	USD 4,743.60
15,812	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 23,718.00	USD 0.00	USD 23,718.00
200	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 117,600.00	USD 23,520.00	USD 94,080.00
200	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	119.40	USD 23,880.00	USD 11,940.00	USD 11,940.00
200	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	36.00	USD 7,200.00	USD 7,200.00	USD 0.00
Year 4 Payment Total:						USD 177,141.60
Year 4 Payment Net price						USD 134,481.60

Year 5 Payment

QTY	PART #	DESCRIPTION	UNIT PRICE	Total Before Discount	DISC	NET TOTAL
15,812	86000	EVIDENCE.COM ARCHIVAL ANNUAL STORAGE	\$0.30 / GB per year	USD 4,743.60	USD 0.00	USD 4,743.60
15,812	85035	EVIDENCE.COM STORAGE	\$1.50 / GB per year	USD 23,718.00	USD 0.00	USD 23,718.00
200	85078	ULTIMATE EVIDENCE.COM ANNUAL PAYMENT	588.00	USD 117,600.00	USD 23,520.00	USD 94,080.00
200	87401	BASIC EVIDENCE.COM LICENSE: YEAR 4	119.40	USD 23,880.00	USD 11,940.00	USD 11,940.00

		PAYMENT				
200	85079	TASER ASSURANCE PLAN ETM ANNUAL PAYMENT	36.00	USD 7,200.00	USD 7,200.00	USD 0.00
					Year 5 Payment Total:	USD 177,141.60
					Year 5 Payment Net price	USD 134,481.60

Grand Total USD 802,395.18

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

The amount of \$5 basic licenses allowed to be purchased by LVMPD under this Contract is 400 total.

EXHIBIT CAXON FLEX IMPLEMENTATION GUIDE



AXON Flex Implementation Guide

Document Version 1

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TASER International, Inc. TASER.com

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[REDACTED]

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Draft the On-Officer Camera Video Policy	3
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Define Roles and Permissions	5
Setup ETMs	6
Set Up EVIDENCE.com User Accounts	7
Install EVIDENCE Sync	7
Install Mobile Applications.....	8
Draft the Officer Training Schedule	8

[REDACTED]

Congratulations on your purchase of TASER’s AXON Flex™ On-Officer Camera System and EVIDENCE.COM™. This guide serves as an overview of the steps to be completed before deploying your new AXON Flex system. It is intended as a resource cataloging and explaining the steps your department needs to take in order to start using your Flex devices in the field as expeditiously as possible. TASER personnel will provide assistance throughout the entire process. Please read through this document in its entirety in preparation for getting your AXON Flex system up and running.

This document is intended solely as a guide for transitioning from having purchased the AXON Flex system to in-field deployment. This document is not intended to provide a complete description of the AXON Flex or EVIDENCE.com systems.

For additional information on how to use your new system please refer to the attached *EVIDENCE.com Administrator Reference Guide*, *AXON Flex Manual*, additional materials included within the implementation packet, the support section of EVIDENCE.com, or contact your TASER Account Manager. If your Account Manager is unavailable and you need immediate assistance, please call customer service at 1-877-270-0553 or email EvidenceHelp@TASER.com.

The *Go Live Checklist* included with this *Implementation Guide* lists the steps necessary to configure and launch your AXON Flex and EVIDENCE.com system. The rest of this guide explains how to complete each step on the *Go Live Checklist*.

The following steps are covered in the rest of this guide:

- ❖ Provide IT and Project Manager POCs to TASER International personnel
- ❖ Draft the on-officer camera video policy
- ❖ Conduct an internet bandwidth test
- ❖ Define categories and evidence retention levels
- ❖ Define roles and permissions
- ❖ Set up ETMs
- ❖ Set up EVIDENCE.com user accounts
- ❖ Install EVIDENCE Sync
- ❖ Install mobile applications
- ❖ Draft the officer training schedule

TASER personnel are available to provide technical support for getting your EVIDENCE.com and AXON Flex system up and running. In order to facilitate communication between TASER personnel and your department, please submit to TASER (to the person who supplied you with these implementation materials) the Project Manager and IT point of contacts at your agency who will be overseeing the project.

Departments that do not yet have a policy governing on-officer video systems should start drafting a policy to facilitate the implementation process. It is strongly encouraged that your department has at least a draft of your video policy completed before user training begins. This allows training to simultaneously cover both how the hardware works in conjunction with how users are expected to utilize the system.

Training is normally conducted at the beginning of an officer's shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces what is taught during training and allows any issues that arise to be addressed by training staff immediately.

Having your policy in place before units start being deployed streamlines the Go Live Process and ensures that your officers are prepared to use the Flex system as intended.

Provided in the Implementation Packet are the following resources to aid in your policy creation*:

- Sample Policy 1
- Law Enforcement Association Advisory Board (LEAAB) Best Practices Recommendations

Uploading videos from AXON Flex cameras to EVIDENCE.com requires an internet connection. If your department does not have sufficient bandwidth to upload videos to EVIDENCE.com in a timely manner, the system will not operate optimally. It is therefore important to test your department's bandwidth to ensure sufficient data capacity if available. Additional information about bandwidth requirements can be found in the *ETM Installation Guide*.

Because internet connectivity speed changes depending on usage, it is best to check your internet bandwidth at several different times throughout the day to better capture your agency's capabilities.

Following these steps to test your agency's bandwidth:

- 1.) Log onto a computer on your network that has a wired internet connection (not Wi-Fi).
- 2.) Open a web browser.
- 3.) Navigate to the URL: www.speedtest.net
- 4.) Click "Begin Test" button.
- 5.) Record download and upload speeds on the Go Live Checklist (include units which should be

Mbps).

- 6.) Repeat steps 1-5 at a different point in the day.

Every event that is captured and uploaded to EVIDENCE.com can be assigned a category to determine how long it is retained in the system. Proper categorization is important to ensure that incidents remain in the system for the appropriate amount of time. Departments will often store critical incidents such as homicides, felonies, etc. for many years if not indefinitely. Less significant events, such as routine traffic stops or training videos, can be stored for a few months and then deleted. While all evidence can be kept indefinitely, there are costs associated with storing these videos so most departments choose to delete less important events after a designated period of time. Evidence retention times should also comply with relevant local, state, and federal authorities.

Categorization of evidence also makes searching for videos by category type available which can simplify video searches on EVIDENCE.com. Categorization also facilitates database management by automatically ensuring that only relevant evidence is retained in the system.

Please decide on what categories and retention times your agency would like to use and enter them in EVIDENCE.com. Categories can be edited or added later within EVIDENCE.com by users with appropriate access. Departments using EVIDENCE.com have found that using no more than 10

* TASER does not establish, recommend, or endorse any policies or procedures governing on-officer video systems. Sample policies are provided solely for illustrative purposes.

categories is ideal because it simplifies the categorization process and facilitates use of the mobile device (if applicable) by not requiring officers to scroll through a long list of different options.

Example Categories:

Category	Retention Duration
01 Arrests	1 Years
02 Contacts and Detentions	1 Years
03 Critical Incidents	2 Years
04 Evidence	2 Years
05 Miscellaneous	1 Years
06 Pursuits	1 Years
07 Traffic Stops	1 Years
08 Training	26 Weeks
09 Use of Force	1 Years

Define Roles and Permissions

EVIDENCE.com is a permissions based platform that allows for complete agency control over who can access and control evidence stored on the site. By default, all agencies are enabled with the locked, or pre-configured, roles of Administrator, Armorer, and User. The permissions for these 3 rules are included in the Implementation Packet. In addition to these standard roles, agencies can create custom roles to suit agency needs.

The following permissions are configurable for each account:

Roles: [Role Name]

Edit Account Information	Y/N
View & Compose User Messages	Y/N
Download SYNC Software	Y/N
ADMIN ACCESS	
Configure IP Restrictions	Y/N
Edit Agency Settings	Y/N
Device Administration (manage agency device, reassign devices)	Y/N
User Administration (add, edit and remove users)	Y/N
EVIDENCE MANAGEMENT	
View	All/Their Own/None
Edit	All/Their Own/None
Delete	All/Their Own/None
Download	All/Their Own/None
Share	All/Their Own/None
Post Notes	All/Their Own/None
Audit Trail PDF	All/Their Own/None
Upload External Files	Y/N

SHARED EVIDENCE	
View	Y/N
Edit	Y/N
Download	Y/N
Delete	Y/N
Share	Y/N
Post Notes	Y/N
Audit Trail PDF	Y/N
CASE MANAGEMENT	
View	All/Their Own/None
Edit	All/Their Own/None
Delete	All/Their Own/None
Share	All/Their Own/None
View & Download Case Activity	All/Their Own/None
View & Add Case Notes	All/Their Own/None
Create Case	Y/N
SHARED CASES	
View	Y/N
Edit	Y/N
Share	Y/N
Post Notes	Y/N
Audit Trail PDF	Y/N
SEARCH ACCESS	
User Search	Y/N
Evidence Search	Y/N
Device Search	Y/N
Case Search	Y/N

For additional information on permissions please refer to the included *EVIDENCE.com Administrator Reference Guide* or contact your TASER Account Manager. If additional roles are required other than the standard Administrator, Armorer, and User roles they can easily be added to your EVIDENCE.com account through the process outlined in the *EVIDENCE.com Administrator Reference Guide*.

Setup ETMs

If your department purchased Evidence Transfer Managers (ETMs), they need to be registered to your department's EVIDENCE.com account and connected to the internet.

To facilitate setting up your ETMs, please have your IT personnel refer to the attached *ETM Installation Guide* and *Network Setup Guide*. TASER also conducts weekly ETM Setup Webinars to train agencies how to properly set up their ETMS.

For more information, please talk to a TASER Account Manager or visit the support section on EVIDENCE.com.

Set Up EVIDENCE.com User Accounts

Before training can take place, all users need to have an account created on your agency's EVIDENCE.com site.

Members of your department can easily be added to your department's EVIDENCE.com account. Accounts can either be created individually or through a bulk important process. In order for multiple users to be added to EVIDENCE.com simultaneously, a properly formatted spreadsheet must be uploaded to EVIDENCE.com. Accepted file types are tab delimited (.txt) or comma separated (.csv) files. Format must include columns in the following order: First Name, Last Name, Email Address, Badge ID as shown below:

	A	B	C	D
1	FIRST NAME	LAST NAME	EMAIL	BADGE ID
2	Chloe	Brian	resatuser@mail	ARM123456
3	Edgar	Poe	resatuser@mail	Arm789012
4				

Create a spreadsheet for each account role (e.g. administrator, user, etc.) and import it into EVIDENCE.com.

After the files have been uploaded to EVIDENCE.com, the users will get an email from your department's EVIDENCE.com account informing them that they have been invited to create an EVIDENCE.com account. They will then need to follow the steps in this email to finalize their account creation. Personnel invited to EVIDENCE.com will have 7 days to create an account before their invitation expires and they need to be re-invited.

Administrators should inform their users to expect an email from EVIDENCE.com before sending account invitations. This ensures that officers do not ignore the invitation email as spam and allows agencies to provide guidelines for the usernames that officers create, so that they are recognizable in the system. Most agencies have their officers use their email handle (the portion between the @ sign) as their username.

Additional information can be found in the *EVIDENCE.com Administrator Reference Guide*.

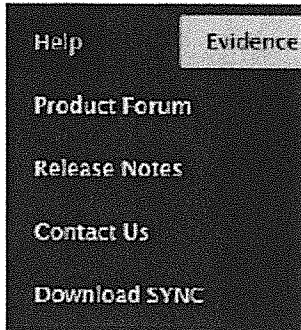
Install EVIDENCE Sync

EVIDENCE Sync is a desktop application that can be installed on your department computers. While most users will not need to use Sync to use the system, it does offer some additional functionality, especially for administrators.

Sync allows Flex units to be plugged into a computer instead of an ETM. Sync software, depending on the permissions granted to the personnel using it, will allow a user to preview their videos, reassign the device, and upload to EVIDENCE.com.

To install EVIDENCE Sync, follow these steps:

1. Sign into your agency's EVIDENCE.com account
2. Mouse-over HELP and select DOWNLOAD Sync form the dropdown list



3. Save the file and follow the instructions to install it.

For more information refer to the *EVIDENCE.com and Evidence Sync Manual*.

Install Mobile Applications

AXON Flex and EVIDENCE.com can integrate with compatible mobile devices through free applications available on the Google Play Store and Apple App Store. While AXON Flex and EVIDENCE.com are a standalone system, the optional use of mobile applications provides additional functionality.

AXON Mobile is available for both Android and Apple mobile devices. The application allows users to interact with their Flex camera devices via Bluetooth. The application provides users with a live stream from their camera and allows playback of videos currently stored on the device. The Android application also allows users to add information such as Title, Category, and Case ID to recorded videos.

Evidence Mobile allows users to upload photos, videos (capture by the mobile device's camera, not videos captured by the Flex DVR), and audio recordings captured by a mobile device to EVIDENCE.com along with user provided metadata. This application is currently only available for Android powered mobile devices.

Information on how to install and use these mobile applications can be found in the *AXON FLEX Manual*.

Draft the Officer Training Schedule

An officer training schedule needs to be established that covers all departments and shifts that will be receiving the cameras. Typical officer training takes around 2 hours. Training time will vary depending on how much department policy and use cases are covered during training. Additionally, departments that require their officers to use the mobile applications or EVIDENCE Sync will require more training time.

AXON Flex Go Live Checklist

Department: _____

The AXON Flex Go Live Checklist summarizes the steps that need to be completed in order to successfully deploy your AXON Flex On-Officer Cameras. Please use the AXON Flex Implementation Guide and products manuals included with this checklist, along with assistance from TASER personnel to get your system up and running.

Configuration Tasks

- Project Manager and IT POCs provided to TASER personnel
- Draft department policy for On-Officer Camera systems created
- Internet bandwidth has been tested (3 different times of day) and results submitted to TASER personnel

	Morning	Afternoon	Evening
Download Speed			
Upload Speed			

- Categories and evidence retention times have been defined
- Roles and permissions have been defined
- All applicable user accounts active in Evidence.com
- Shift training schedule has been defined
- Evidence Sync installed on department computers (if applicable)

Setup

- Training schedule has been created
- ETMs are configured and functioning properly (if applicable)
- All AXON Flex Units (and mobile devices if applicable) have been tested and are functioning properly

Training and Go Live

- All previously scheduled administrators have been trained
- All previously scheduled officers have been trained
- System is now in use in the field

For any boxes not checked, please elaborate why:

 [Printed Name]

 [Signed]

 [Date]

Go Live Task List						
Task Name	Task Status	Start Date	Time	Duration	Location	
Initial Project Meeting						
Phase 1: Configuration Tasks						
Project Manager and IT POCs provided to TASER						
Configure firewall, ETM, test bandwidth						
Categories and retention times submitted to TASER						
Role and Permissions added to EVIDENCE.com						
Create user accounts in EVIDENCE.COM						
Install EVIDENCE SYNC on department computers						
Install AXON Mobile app on Smart Devices						
Draft video policy created						
Post-Configuration Checkup Meeting						
Phase 2: Setup						
Test ETMs						
Flex unit test (record and upload video)						
Training schedule set						
Account Setup Confirmation						
Go Live Project Meetings						
Phase 3: Training and Go Live						
EVIDENCE.COM administrator training						
Squad 1 Gear Fit and Training						
Squad 2 Gear Fit and Training						
Squad 3 Gear Fit and Training						
Squad 4 Gear Fit and Training						
Task Status Key:						
Not Started						
In Progress						
Completed						
Not Applicable						

EXHIBIT D HARDWARE MAINTENANCE & SUPPORT TASER ASSURANCE PLAN

Included in the purchase price of TASER's solution is TASER Assurance Plan (TAP) a full hardware maintenance and support program. Under TAP the LVMPD is eligible for an upgrade of all AXON Flex gear and ETM at years 2.5 and year 5. These upgrades will continue along the same timelines as long as LVMPD continues the Contract. This ensures LVMPD will sustain the video program for years to come. The terms of TASER's TAP program are included in this Contract as part of this **Exhibit D**.

TASER has a full customer support division. Customer service is available 24/7 via email, and live phone support Monday-Friday, 7:00AM – 5:00PM MST. For TASER's technical or Customer Service assistance please contact 800-978-2737 Ext 1703 or customerservice@taser.com.

Online and email-based support is included in an ongoing basis as part of the purchase price. TASER's online and email supports are available 24/7. Live human being phone support is included free of charge Monday through Friday from 7:00AM – 5:00PM MST. Remote-location troubleshooting is included as part of the solution.

TASER always has one person on call available that is able to respond via phone to any immediate need.

TASER will train officers and administrators via phone or webinar on the AXON and EVIDENCE.com services at no additional cost.

Exhibit D
603094-13 ARC ON BODY WEARABLE CMERAS
Las Vegas Metropolitan Police Department, NV
TASER International, Inc.'s Sales Terms and Conditions for the
ETM and AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only)

These Sales Terms and Conditions ("Terms") apply to your purchase of the TASER® ETM, AXON flex™ camera/Axon body™ camera, related accessories, and the TASER Assurance Plan ("TAP").¹ The products and TAP are expressly subject to and conditioned upon the Terms set forth below. By signing a quote, issuing a purchase order, or accepting delivery of the products, you accept and are bound to these Terms.

TASER Assurance Plan (TAP). TAP provides you with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models as described in this document. TAP only applies to the AXON flex camera and controller, AXON body camera, or ETM, depending on the plan purchased. TAP's purchase price does not include any hardware, software or the EVIDENCE.com services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. To qualify to purchase TAP, you must separately purchase EVIDENCE.com services for at least 3 years.

You may not buy more than one TAP for any one AXON camera/ETM product. TAP must be purchased for all AXON cameras/ETMs purchased by your agency after your agency elects to participate in TAP.

TAP Warranty Coverage. See TASER's current *Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras* at www.TASER.com ("Hardware Warranty"). TAP includes the extended warranty coverage described in the current Hardware Warranty and also includes the same extended warranty coverage for all the AXON hardware, including wires, cables and mounts. TAP for the AXON camera products also includes free replacement of the AXON flex controller battery and AXON body battery during the TAP Term.² TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue under Contract No. 603094-13. You may not have both an optional extended warranty and TAP on the AXON camera/ETM product.

SPARE AXON cameras. In accordance with Contract No. 603094-13, for TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) and 7 ETMs (collectively the "Spare Products") to you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair

¹ These terms apply when you purchase TAP as a stand-alone service for AXON camera products or ETMs or as TAP Ultimate. TAP Ultimate does not include TAP coverage for ETMs.

² Applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty.

or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product because these products are already covered under TAP.

Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

TAP Upgrade Models. Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if you purchased 3 years of EVIDENCE.com services and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if you purchased 5 years of EVIDENCE.com services and made all TAP payments. In addition, as long as you continue to purchase Ultimate EVIDENCE.com license you will continue to receive the Upgrade models every 2.5 years. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional EVIDENCE.com licenses for the AXON camera products you are keeping. You may buy a new TAP for any Upgraded Model not already covered under TAP with an Ultimate EVIDENCE.com license.

TAP AXON Camera Upgrade Models. If you purchased TAP as a stand-alone service, then TASER will upgrade the AXON camera (and controller if applicable)/ETM, free of charge, with a new on-officer video camera/ETM that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or ETM (see below for TAP ETM Upgrade Model terms). If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

If you purchased Ultimate TAP or Ultimate EVIDENCE.com licenses, then TASER will upgrade the AXON camera (and controller if applicable)/ETM, free of charge, with a new on-officer video camera/ETM of your choice.

TAP ETM Upgrade Models. TASER will upgrade the ETM free of charge, with a new ETM with the same number of bays that is the

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ETM and AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only)

same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

TAP Term. The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

TAP Early Cancellation or Termination. If written notification of cancellation is received by TASER, an invoice for TAP is more than 30 days past due, or your agency defaults on its payments for the EVIDENCE.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

1. TAP coverage will terminate as of the date of cancellation/termination and no refunds will be given.
2. TASER will not and has no obligation to provide the free

Upgrade Models.

3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
4. You will be responsible for payment of any missed payments due to the early cancellation or termination before being allowed to purchase any future TAP.

TAP Payment Terms. TAP may only be purchased at the point of sale.

No Assignment. You may not assign the TAP or any related order and you may not delegate your duties under these Terms without TASER's prior written consent, which will not be unreasonably withheld.

[APPROVED BY TASER LEGAL 12-02-2013]

AXON flex and AXON body are trademarks of TASER International, Inc., and TASER and © are registered trademarks of TASER International, Inc., registered in the U.S. © 2013 TASER International, Inc. All rights reserved.

EXHIBIT E LICENSE AGREEMENT, SOFTWARE MAINTENANCE AND HOSTED AGREEMENT TASER'S MASTER SERVICE AGREEMENT

SOFTWARE UPDATES.

When TASER releases updates on the AXON Flex, the devices automatically upgrade to the newest firmware when they are docked into the Evidence Transfer Manager (ETM) after an officer's shift.

EVIDENCE.com software upgrades are handled in a similar way. TASER will release a software update to EVIDENCE.com during a period of low traffic usage. The next time an officer logs on to EVIDENCE.com, the update will be in place.

SPARE EQUIPMENT

TASER will provide 3% of the purchased amount in spare equipment. This quote + free spares means that LVMPD will always have a fully operational device ready as a backup.

Warranty Returns

Warranty returns under TASER's Return Merchandise Authorization (RMA) Shipments - When a customer creates and submits an RMA for a Flex camera TASER will ship out (ground) as soon as the RMA has been created following troubleshooting with TASER support (Customer Service, Account Management, Field Service or Pre-Sales Engineers). TASER estimates that units should be replaced within 4 business days. TASER will ship out a replacement ETM overnight if requested by LVMPD.

MAINTENANCE SCHEDULE FOR SYSTEM UPGRADES

Maintenance Windows will require system downtime, but they are limited and scheduled during off-peak traffic times

TASER will provide release notes to LVMPD for any routine updates at least one week in advance of the release date and at least 60 days' notice of proposed substantial changes/updates that would impact and require LVMPD to perform any work to prepare for the update.



WIRELESS CAPABILITY FOR UPGRADES.

AXON Flex currently streams to any smart device with a Bluetooth connection. The Bluetooth connection is the safest way to view evidence in the field, because it does not require transfer to the device in order to view the video. An officer can record video, pair the AXON Flex with a Bluetooth-enabled smart device, and view the recorded video over the Bluetooth connection. Because video is never saved onto the officer's phone or tablet, chain-of-custody is preserved.



EVIDENCE.com Master Service Agreement
EXHIBIT E
603094-13 ARC POLICE WEARABLE BODY CAMERAS,
VIDEO CAPTURE AND STORAGE SYSTEM

This EVIDENCE.com Master Service Agreement (**Agreement**) is made and entered into by and between TASER International, Inc., a Delaware corporation (**TASER**) and the agency or entity specified below (**Agency**). In consideration of the mutual promises contained in this Agreement, TASER and Agency agree to all terms of the Agreement effective _____, 2013 (**Effective Date**).

TASER International, Inc.		Agency Name:	
By: 		Las Vegas Metro Police Department, NV	
Name: <u>Douglas Klint</u>		By: 	
Title: <u>President and General Counsel</u>		Name: <u>D. GILLETTE</u>	
Signature	<u>December 4, 2013</u>	Title: <u>SALEMAN</u>	
Date:		Signature Date: <u>12/16/13</u>	
Address:		Address:	
17800 N. 85 th Street		400b s Martin Luther King Blvd 2 nd flr.	
Scottsdale, AZ 85050		<u>Las Vegas NV 89106</u>	
Attn: General Counsel		<u>Attn" Captain Organizational Development Bureau</u>	
Fax: 480-905-2027			
Email: legal@taser.com		<u>Purchasing@lvmpd.com</u>	

Terms and Conditions

This EVIDENCE.com Master Service Agreement (**Agreement**) contains the terms and conditions that govern your access to and use of the Service Offerings and is an agreement between TASER International, Inc. (**TASER, we, us, or our**) and you or the entity you represent (**Agency or you**). This Agreement takes effect on the **Effective Date**. You represent to us that you are lawfully able to enter into contracts and if you are entering into this Agreement for an entity, such as the company, municipality, or government agency you work for, you represent to us that you have legal authority to bind that entity. Please see Section 14 for definitions of certain capitalized terms used in this Agreement.

1. Use of the Service Offerings.

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings, including the Acceptable Use Policy and the other Policies as defined in Section 14.

1.2 User Subscriptions. Service Offerings are purchased as subscriptions, and may only be accessed by End Users. Additional End Users may be added during the Term at the pricing in effect at the time of purchase of additional End Users, prorated for the duration of the subscription term. Additional End User accounts will terminate on the same date as the pre-existing subscriptions.

1.3 Your Account. To access the Services, you must create at least one administrator account associated with a valid e-mail address. All user accounts must also be associated with a valid email address. Unless explicitly permitted by the Service Terms, you may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You



EVIDENCE.com Master Service Agreement
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may access and download Your Content during the Term and in accordance with the terms of this Agreement. You may terminate your account and this Agreement in accordance with Section 7.2.

1.4 Support. We may make available to you updates (**Updates**) to the Service Offerings. Updates may be provided electronically via the Internet or via media (e.g., CD-ROM) as determined solely by us. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the Updates. We do not provide Internet Service Provider (ISP) services. You are responsible for maintaining the computer equipment necessary for your use of the Service Offerings. At our sole discretion, we may provide technical support for the current and prior release(s)/version(s) of software for a period of six (6) months following the date the subsequent release/version is made generally available.

2 Changes.

2.1 To the Service Offerings. We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings.

2.2 To the APIs. We may change, discontinue or deprecate any APIs for the Services from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for 6 months after the change, discontinuation, or deprecation (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities).

3 Security and Data Privacy.

3.1 Security. Without limiting Section 11 or your obligations under Section 4, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure.

3.2 Data Privacy. In order to operate and provide the Service Offerings, we collect certain information about and from you. The software sends non-personally identifiable information about Your Content, your IP addresses, information about Service performance, your devices, and your use. In particular, we may access or disclose information about or from you, in order to: (a) perform troubleshooting services for your account at your request; (b) protect our rights or property or that of our customers, including the enforcement of our agreements or policies governing your use of the Service Offerings; or (c) perform analytic and diagnostic evaluations of the systems. In addition, we may access or disclose information about or from you, to the extent required by any law or regulation or compelled by a court or administrative agency of competent jurisdiction; provided that, to the extent permissible under law, we use reasonable efforts to give you advance notice of the required disclosure in order to enable you to prevent or limit disclosure.

3.3 Data Regions. TASER will determine the geographic region(s) in which Your Content will be stored and accessible by your End Users. We will not move Your Content from the selected regions without notifying you, unless required to comply with the law or requests of a governmental or regulatory body (including subpoenas and court orders).

3.4 Consent to Transfer of Content. By using the Service Offerings, you consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third parties responsible for storage of Your Content are contracted by TASER for data storage services. Ownership of Your Content remains with you.

4 Your Responsibilities.



EVIDENCE.com Master Service Agreement
EXHIBIT_E_
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4.1 Your Content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

- a. the uploading, management and deletion of Your Content;
- b. the accuracy, quality, integrity and legality of Your Content and of the means by which you acquired Your Content;
- c. setting of permissions, roles and responsibilities regarding Your Content;
- d. using commercially reasonable efforts to prevent unauthorized access to or use of the Service Offerings, and you will notify TASER promptly of any unauthorized access or use;
- e. compliance of Your Content with the Acceptable Use Policy, the other Policies, and the law; and
- f. any claims relating to Your Content;
- g. monitoring system use and storage levels by your designated End Users; and
- h. security of system due to the misuse, theft, or sharing passwords.

4.2 Prohibited Actions. You must not:

- a. make the Service Offerings available to anyone other than your designated End Users;
- b. use the Service Offerings to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- c. use the Service Offerings to store or transmit malicious code;
- d. interfere with or disrupt the integrity or performance of the Service Offering or third-party data contained therein; or
- e. attempt to gain unauthorized access to the Service Offerings or related systems or networks.

4.3 Other Security and Backup. You are responsible for properly configuring and using the Service Offerings and taking your own steps to maintain appropriate security and access by your End Users to Your Content. You are responsible for maintaining the security of the user names and passwords of your End Users. Log-in credentials generated by the Services are for your internal use only and you may not sell, transfer or sublicense them to any other entity or person.

4.4 End User Violations. You are responsible for End Users' use of Your Content and the Service Offerings. You will ensure that all End Users comply with your obligations under this Agreement. If you become aware of any violation of your obligations under this Agreement by an End User, you will immediately terminate such End User's access to Your Content and the Service Offerings.

5 Fees and Payment.

5.1 Service Fees. You are responsible for all fees specified in the Quote once signed by an authorized person at your agency. A Purchase Order may be submitted for the fees due in the Quote. Payment obligations are non-cancelable and fees paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.

5.2 Additional Fees.

- a. **Additional Storage Fees.** You will not be charged for exceeding your allotted storage amounts during the first year of the contract; however, in year 2 you must purchase the difference between the paid for amounts of storage in year 1 and actual use amounts of storage in year 1 of your term. For all years after the first year of the contract, you will also be responsible for any costs associated with exceeding your allotted storage amount in those years.
- b. **Other Additional Fees.** Should LVMPDs request additional services, TASER reserves the right to charge additional fees, at a rate negotiated by the parties, for TASER's assistance in the downloading or exporting of Your Content. Any additional work outside of Contract No. 603094-13 will be done as an amendment to the Contract.



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5.3 Software upgrades are provided at no additional charge.

5.4 Invoicing and Payment. Unless otherwise noted on the Quote, all fees for Service Offerings are due and payable within 30 days. At your election, the Service Offering may be billed annually, which will be noted on the Quote. If annual billing is selected, you agree to be invoiced annually absent submission of a separate Purchase Order from your agency. Payment terms 0 are net 30 days for approved credit. If a delinquent account is sent to collections, you are responsible for all collection and attorney fees. At our sole discretion and with prior notice to you, we may condition future subscription renewals on payment terms shorter than those specified in this section.

5.5 Suspension of Service and Acceleration. If any amount owed by you under this Agreement is 30 days or more overdue, we may, without limiting our other rights and remedies, accelerate any unpaid fees so that all obligations become immediately due and payable, and we may suspend the Service Offerings and your access to the Service Offerings until all amounts are paid in full. We will provide you with notice of suspension in accordance with Section 6.

5.6 Taxes. All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority. If we have the legal obligation to pay or collect taxes for which you are responsible, the appropriate amount will be invoiced to and must be paid by you. We are solely responsible for taxes assessable against us based on TASER's income, property and employees.

6 Temporary Suspension.

6.1 Generally. We may suspend your or any End User's right to access or use any portion or all of the Service Offerings immediately upon notice to you if we determine:

- a. your or an End User's use of or registration for the Service Offerings (A) poses a security risk to the Service Offerings or any third party, (B) may adversely impact the Service Offerings or the systems or Content of any other customer, (C) may subject us, our affiliates, or any third party to liability, or (D) may be fraudulent;
- b. you are, or any End User is, in breach of this Agreement, including if you are delinquent on your payment obligations for more than 30 days; or
- c. you have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

6.2 Effect of Suspension. If we suspend your right to access or use any portion or all of the Service Offerings:

- a. you remain responsible for all fees and charges you have incurred through the date of suspension;
- b. you remain responsible for any applicable fees and charges for any Service Offerings to which you continue to have access;
- c. you will not be entitled to any credits for any period of suspension;
- d. we will not delete any of Your Content on EVIDENCE.com as a result of your suspension, except as specified elsewhere in this Agreement and



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- e. you will continue to have the ability to download Your Content during the suspension period; however, you will not be able to upload new Content and the Services will not have any functionality other than to allow you to download Your Content.

Our right to suspend your or any End User's right to access or use the Service Offerings is in addition to our right to terminate this Agreement pursuant to Section 7.2.

7 Term; Termination.

7.1 Term. The Term is defined in Contract No. 603094-13.

The start date of the Subscription Term of this Agreement will be determined based upon the shipment of the hardware, as authorized by you via a signed Quote or executed Purchase Order, which excludes any shipments of hardware related to a test and evaluation order for customers who will use hardware with the Service Offerings. If the hardware is shipped in the first half of a month, then the Subscription Term starts on the 1st of the following month. If the hardware is shipped in the last half of a month, then the Subscription Term begins on the 15th of the following month.

7.2 Termination.

- a. **Termination.** The procedure for terminating this Agreement is outlined in Contract No. 603094-13.
- b. We will provide you with written notice of termination under this Section and advise you of your obligations under Section 7.4 regarding your options for requesting additional time to download Your Content.

7.3 Effect of Termination. Upon any termination of this Agreement: (i) all your rights under this Agreement immediately terminate; (ii) you remain responsible for all fees and charges you have incurred through the date of termination; and (iii) Sections 4.1, 5, 7.3, 9 (except the license granted to you in Section 9), 10, 11.2, 12, 13 and 14 will continue to apply in accordance with their terms.

7.4 Return of Your Content after the Term.

- a. **Notice Required.** For terminations at the end of a Term, you must provide us with written notice within 45 days of the end of the Term that you want Your Content to be available for the applicable download time period set forth in Section 7.4(b).
- b. **Availability of Your Content After Termination.** After the Term you will have 45 days to download Your Content. In addition, upon proper written request made by you in accordance with Section 7.4(a) above:
 - i. we will not delete any of Your Content as a result of the termination during the 6 months days following termination; and
 - ii. during the 6 months days following termination you may retrieve Your Content from the Services only if you have paid all amounts due (there will be no application functionality of the Service Offerings during this 6 month period other than the ability for you to retrieve Your Content from the Services). You will not incur any additional fees if you download Your Content from the Services during the 6 month period.
 - iii. If you fail to provide us the required notice during the 45 day period, then we have no obligation to maintain or provide any of Your Content and will thereafter, unless legally prohibited, delete all of Your Content stored in the Service Offerings.
- c. **Post-Termination Assistance.** We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Any additional post-termination assistance from us is subject to mutual agreement by you and us and may result in additional fees. For example, requests that TASER provide assistance to you in downloading or transferring of Your Content will result in additional fees from TASER and TASER will not warranty or guarantee data integrity or readability in the external system.

8 Third-Party Providers.



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8.1 Third Party Content. Third Party Content, such as software applications provided by third parties, may be made available directly to you by other companies or individuals under separate terms and conditions, including separate fees and charges. Because we may not have tested or screened the Third Party Content, your use of any Third Party Content is at your sole risk.

8.2 Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for sale. Any acquisition by you of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between you and any third-party provider, is solely between you and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by us as "certified" or otherwise, except as specified in a Purchase Order. No purchase of third-party products or services is required to use the Service Offerings.

8.3 Third-Party Applications and Your Content. If you install or enable Third-Party Applications for use with Services, you acknowledge that we may allow providers of those Third-Party Applications to access Your Content as required for the interoperation of the Third-Party Applications with the Services. We are not responsible for any disclosure, modification or deletion of Your Content resulting from any access by Third-Party Application providers.

9 Proprietary Rights.

9.1 Your Content. As between you and us, you control and own all right, title, and interest in and to Your Content. Except as provided in this Agreement, we obtain no rights from you to Your Content, including any related intellectual property rights. You consent to our use of Your Content to provide the Service Offerings to you and any of your End Users.

9.2 Adequate Rights. You represent and warrant to us that: (a) you own all right, title, and interest in and to Your Content; (b) you have all rights in Your Content necessary to grant the rights contemplated by this Agreement; and (c) none of Your Content or your End Users' use of Your Content or the Services Offerings will violate the Acceptable Use Policy.

9.3 Service Offerings License. As between you and us, we or our affiliates or licensors own and reserve all right, title, and interest in and to the Service Offerings. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Services solely in accordance with this Agreement during the Term of the Agreement. Except as provided in this Section 9, you obtain no rights under this Agreement from us or our licensors to the Service Offerings, including any related intellectual property rights.

9.4 License Restrictions. Neither you nor any of your End Users may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your End Users may, or attempt to: (a) permit any third party to access the Service Offerings except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Service Offerings; (c) reverse engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, or allow any others to do the same; (d) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas; (e) copy the Service Offerings in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Service Offerings, except as expressly permitted in this Agreement; (g) resell, rent, loan or sublicense the Service Offerings; (h) access the Service Offerings in order to build a competitive product or service or copy any features, functions or graphics of the Service Offerings; or (i) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Service Offerings or any copies of the Service Offerings. All licenses granted to



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you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.taser.com).

9.5 Suggestions. If you or your End Users provide any suggestions to us, including suggestions for enhancements or improvements, we will own all right, title, and interest in and to the suggestions, even if you or your End Users have designated the suggestions as confidential. We will be entitled to use the suggestions without restriction. You irrevocably assign to us all right, title, and interest in and to the suggestions and agree to provide us any assistance we may require to document, perfect, and maintain our rights in the suggestions.

9.6 Reservation of Rights. We own all right, title and interest in and to the Service Offerings, including without limitation all Intellectual Property Rights.

10 Indemnification.

10.1 Your Responsibilities. You are responsible for and will hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) your or any of your End Users' use of the Service Offerings (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you or any of your End Users; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content; (d) a dispute between you and any of your End Users; or (e) a dispute between you and any third-party over your collection or use of Your Content

10.2 Indemnification by TASER. TASER will defend, indemnify, and hold you harmless, and each of your respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim alleging that the use of the Service Offerings as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. You must provide TASER with prompt written notice of each such claim, tender to TASER the defense or settlement of each such claim at TASER's expense, and cooperate fully with TASER in the defense or settlement of each such claim. If TASER receives notice of an alleged infringement, or if your use of the Service Offerings will be prevented by permanent injunction, TASER may, at its sole option and expense, procure for you the right to continue using the Service Offerings as provided in this Agreement, modify the Service Offerings so that it no longer infringes, replace the TASER Service Offerings with other services of equal or superior functional capability, refund to you all amounts paid by you to TASER under this Agreement for the Service Offerings in the 1-year period immediately preceding the first event giving rise to the claim of infringement, or in the case of trademark infringement, instruct you to use an alternative trademark. TASER has no liability to you or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the TASER Service Offerings by you or any third party; (b) use of the TASER Service Offerings in connection or in combination with equipment, devices, or services not provided by TASER; (c) the use of TASER Service Offerings other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by TASER as part of or in connection with the Service Offerings.



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10.3 Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11 Warranties and Disclaimers.

11.1 Warranty. Subject to Section 12, TASER represents and warrants to you that the Services will perform materially in accordance with the Documentation and will be performed in a timely and professional manner by qualified persons with the technical skills, training and experience to perform the Services.

11.2 Disclaimers. THE SERVICE OFFERINGS ARE PROVIDED "AS IS." WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE SERVICE OFFERINGS OR THE THIRD PARTY CONTENT, INCLUDING ANY WARRANTY THAT THE SERVICE OFFERINGS OR THIRD PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT OR THE THIRD PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR THAT THE SERVICE OFFERINGS WILL MEET YOUR REQUIREMENTS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES OFFERINGS IS IN ACCORDANCE WITH APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR: (A) ALL DATA BEFORE IT IS UPLOADED TO THE SERVICE OFFERINGS; (B) CONFIGURING AND SETTING UP ANY HARDWARE OR NETWORKS THAT YOU CONNECT TO THE SERVICE OFFERINGS; (C) YOUR NETWORKS AND HOW THEY MAY INTERACT WITH THE HARDWARE, SOFTWARE OR SERVICE OFFERINGS; AND (D) ANY SECURITY SETTINGS YOU ESTABLISH TO INTERACT WITH OR ON THE SERVICE OFFERINGS. TASER DISCLAIMS ANY WARRANTIES OR RESPONSIBILITY FOR DATA CORRUPTION OR ERRORS BEFORE THE DATA IS UPLOADED TO THE SERVICE OFFERINGS. All warranties or guarantees given or made by us with respect to the Service Offerings are solely for the benefit of you and your End Users and are not transferable and are null and void if you breach any term or condition of this Agreement.

12 Limitations of Liability.

Except for TASER's Liability to Indemnify LVMPD for third party claims as set forth in this Contract, the total liability of TASER, including its subcontractors or suppliers, for all direct or indirect claims of any kind for any loss, cost, expense, liabilities, or damage, whether in contract, warranty, tort (including negligence or infringement), strict liability, equity or otherwise, directly or indirectly arising out of, connected with, or resulting from the performance or non-performance of this Agreement (or any related software license agreement) or from the furnishing of any good or service pursuant to this Agreement (or any related software license agreement) or from the manufacture, sale delivery, installation, technical direction of installation, resale, repair, replacement, licensing or use of any Hardware, Software or the furnishing of any Service shall not exceed the total amount of the contract, including additional purchases made under the contract. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR INFRINGEMENT), STRICT LIABILITY, EQUITY, OR OTHERWISE, SHALL TASER OR ITS AFFILIATES, AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, VENDORS, SUBCONTRACTORS OR SUPPLIERS, BE DIRECTLY OR INDIRECTLY LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES INCLUDING,



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BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE OF EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS, INTEREST, ATTORNEYS FEES OR LITIGATION COSTS OR CLAIMS OF SUBSCRIBER'S CUSTOMERS FOR SUCH DAMAGES. The provisions of this Section, Limitation of Liability, shall apply notwithstanding any other provisions of this Agreement (or any related software license agreement). The terms and provisions of this Section shall survive the termination or expiration of this Agreement.

13 Miscellaneous.

13.1 Confidentiality. You may use our Confidential information only in connection with your use of the Service Offerings as permitted under this Agreement. You will not disclose our Confidential Information during the Term or at any time during the 5 year period following the end of the Term, unless required by law, including the mandates of Nevada Public Records law. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of our Confidential Information, including, at a minimum, those measures you take to protect your own confidential information of a similar nature.

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

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

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

13.5 U.S. Government Rights. The Service Offerings are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Service Offerings. If you are using the Service Offerings 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, you will immediately discontinue your use of the Service Offerings. The terms "commercial item" "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.6 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the U.S. Office of Foreign Assets Control. You are solely responsible for compliance related to the manner in which you choose to use the Service Offerings, including your transfer and processing of Your Content, the provision of Your Content to End Users, and the region in which any of the foregoing occur.

13.7 Notice.



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- a. **To You.** We may provide any notice to you under this Agreement by: (i) posting a notice on your specific Agency EVIDENCE.com site; and (ii) sending a message to the administrator email address(es) then associated with your account. Notices we provide by posting on the EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.
 - b. **To Us.** To give TASER notice under this Agreement, you must contact us: (i) by email transmission to evidencecontracts@taser.com; or (ii) by personal delivery, overnight courier or registered or certified mail to TASER International, Inc., ATTN: Evidence Contracts, 17800 N. 85th Street, Scottsdale, Arizona 85255. We may update the email or address for notices to us by posting a notice on the EVIDENCE.com site. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are sent.
 - c. **Language.** All communications and notices to be made or given pursuant to this Agreement must be in the English language.

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

13.9 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time. All waivers by a party must be in writing and sent in accordance with Section 13.7 to be effective.

13.10 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

13.11 Governing Law; Venue. The laws of the State of Nevada, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

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

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

13.14 Time is of the Essence. Time is of the essence in connection with all matters and obligations pertaining to this Agreement.



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14 Definitions.

“**Acceptable Use Policy**” means the policy currently available at www.taser.com and www.evidence.com as it may be updated by us from time to time.

“**API**” means an application program interface.

“**Confidential Information**” means all nonpublic information disclosed by TASER, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

“**Content**” means software, data, text, audio, video, images or other content.

“**Documentation**” means the user guides, quick reference guides, and other technical and operations manuals and specifications for the Services provided by us, as such documentation may be updated by us from time to time.

“**End User**” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Your Content; or (b) otherwise accesses or uses the Service Offerings under your account. The term “End User” does not include individuals or entities when they are accessing or using the Services or any Content under their own account, rather than your account.

“**EVIDENCE.com site**” means www.evidence.com and any successor or related site designated by TASER.

“**Intellectual Property Rights**” means any and all patent rights, copyright, trade secrets, trade and service marks, design rights, rights in or relating to databases, rights in or relating to our confidential information, and any other intellectual property rights throughout the world, whether registered or unregistered and including applications for any such rights.

“**Policies**” means the Acceptable Use Policy, any Service Level Agreement, the Trademark Use Guidelines, all restrictions described on the EVIDENCE.com site, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

“**Privacy Policy**” means the privacy policy currently referenced at <http://www.taser.com/privacy-policy>, as it may be updated by us from time to time.

“**Service**” means each of the web services made available by TASER.

“**Service Offerings**” means the Services, the EVIDENCE.com site, EVIDENCE Sync software, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third Party Applications.

“**Your Content**” means Content you or any of your End Users (a) run on the Services, (b) cause to interface with the Services, or (c) upload to the Services under your account or otherwise transfer, process, use or store in connection with your account.



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[Document Revised 05-22-2013; APPROVED BY TASER LEGAL 12-3-2013]

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EXHIBIT F FUNCTIONAL MATRIX

FUNCTION			1	2	3	4	5	6	COMMENTS
1	Camera Perspective	Officer Point of View (above shoulder)	X						
2	Weather Resistance	IPX2- MIL- STD 810F Method 506.4 procedure 1 (rain/wind-blown rain)	X						
3	Retina Low Light Capability	≤.1 lux	X						
4	Configurable Video Settings	Selectable Bit rate (multiple settings to allow optimization of file size and upload speed)	X						
5	Configurable Audio Disable	on/off	X						
6	Video Frame rate	30FPS	X						
7	Video Resolution	640 x 480 (min)	X						
8	Video Storage & Management	secure cloud-based solution, prefer use of Evidence.com or direct equivalent	X						
9	Field of view	75 degrees (min)	X						
10	Record time	4 hours minimum	X						
11	Pre-event video buffer	Capable of previous 30 seconds from recording start (with no audio)	X						
12	Camera Storage Requirements	Secure and Non-removable	X						
13	Battery stand by time in buffering	Fully charged battery = 12+ hours	X						
14	Recharge time	Fully depleted battery = 6+ hours	X						

15	Power activation	Slide switch	X							
16	Record activation	Push button – separate sequence for turn-on and turn-off (with audio confirmation tones)	X							
17	Volume Control	multi-step momentary press	X							
18	In-field Video review and tagging capable via MDT	In-Field application to run on Microsoft Windows 7 (MDT)	X							
19	GPS coordinates	Not required, but preferred future consideration	X							
20	Operating temperature	-4 to +122 degrees F (-20 to +50 degrees C)	X							
21	Drop resistance	6 feet	X							
22	Humidity	80% non condensing	X							
23	Manufacturer's Warranty (Camera/Battery)	minimum 1 year on camera/3 day replacement	X							
24	Camera charging and video offload system	Automated video offload through docking/charging station only (requiring no personnel or PC cable interface)	X							
25	Video export format (outside source mgt. system)	Video export format will be MPEG 4 compatible, not requiring proprietary viewer. Requires security-controlled export capability.	X							
26	Software management	Access control (MS AD and LDAP compliant), retention management (including auto purge), secure transport, audit trail, fully supported on Microsoft Windows-based system	X							
27	Support	Technical support contract availability with call center and on-site support capabilities	X							

EXHIBIT G DISCLOSURE OF OWNERSHIP/PRINCIPALS

TYPE OF BUSINESS						
<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LIMITED LIABILITY CORPORATION	<input checked="" type="checkbox"/> CORPORATION	<input type="checkbox"/> NON-PROFIT ORGANIZATION	<input type="checkbox"/> TRUST	<input type="checkbox"/> OTHER
BUSINESS DESIGNATION GROUP (FOR INFORMATIONAL PURPOSES ONLY)						
<input type="checkbox"/> MBE MINORITY BUSINESS ENTERPRISE	<input type="checkbox"/> WBE WOMEN-OWNED BUSINESS ENTERPRISE	<input type="checkbox"/> SBE SMALL BUSINESS ENTERPRISE	<input type="checkbox"/> DVET DISABLED VETERAN OWNED ENTERPRISE	<input type="checkbox"/> PBE PHYSICALLY CHALLENGED BUSINESS ENTERPRISE		
CORPORATE/BUSINESS NAME:	TASER International Inc.					
(INCLUDE d.b.a., IF APPLICABLE)						
BUSINESS ADDRESS:	17800 N 85 th Street, Scottsdale AZ 85255					
BUSINESS TELEPHONE:	800-978-2737			mduffy@taser.com		
BUSINESS FAX:	480-991-0791			EMAIL:		
LOCAL BUSINESS ADDRESS	none					
LOCAL BUSINESS TELEPHONE:				EMAIL:		
LOCAL BUSINESS FAX:				EMAIL:		

Corporate entities shall list all Corporate Officers and Board of Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use transactions, extends to the applicant and the landowner(s).

FULL NAME	TITLE	% OWNED (NOT REQUIRED FOR PUBLICLY TRADED CORPORATIONS)
Patrick Smith, Jeff Kukowski, Douglas Klint	CEO, COO, President	
Jason Droege, Dan Behrendt	President of EVIDENCE.com, CFO	
Luke Larson	EVP Marcom	

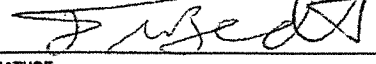
1. Are any individual members, partners, owners or principals, involved in the business entity a Las Vegas Metropolitan Police Department full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please note that LVMPD employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a LVMPD full-time employee(s), or appointed/elected official(s)?

Yes No (If yes, please disclose on the attached Disclosure of Relationship form. . If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the FAC will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.



SIGNATURE
CFO

TITLE

DAN BEHRENDT

PRINT NAME
10/18/13

DATE

EXHIBIT H INSURANCE REQUIREMENTS

FORMAT / TIME

TASER shall provide LVMPD with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the Effective Date of the Contract. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of the contract and any renewal periods.

BEST KEY RATING

The LVMPD requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

LVMPD COVERAGE

The LVMPD, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. TASER's insurance shall be primary as respects the LVMPD, its officers and employees.

ENDORSEMENT / CANCELLATION

TASER's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically TASER's contractual obligation of additional insured to LVMPD. All policies must note that the LVMPD will be given 30 calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

DEDUCTIBLES

All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance.

AGGREGATE LIMITS

If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **\$2,000,000**.

COMMERCIAL GENERAL LIABILITY

TASER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

AUTOMOBILE LIABILITY

TASER shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury and property damage, to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by TASER and any auto used for the performance of services under this Contract.

PROFESSIONAL LIABILITY

TASER shall maintain limits of no less than **\$1,000,000 aggregate**. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this Contract and may not be advanced without the consent of the LVMPD.

WORKERS' COMPENSATION

TASER shall obtain and maintain for the duration of this Contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D.

FAILURE TO MAINTAIN COVERAGE

If TASER fails to maintain any of the insurance coverages required herein, LVMPD may order TASER to stop the work, declare TASER in breach, suspend or terminate the contract, or may purchase replacement insurance or pay premiums due on existing policies. LVMPD may collect any replacement insurance costs or premium payments made by it from TASER or deduct the amount paid from any sums due TASER under this Contract.

ADDITIONAL INSURANCE

TASER is encouraged to purchase any such additional insurance as it deems necessary.

DAMAGES

In accordance with the terms of this Contract, TASER is required to remedy all injuries to persons and damage or loss to any property of LVMPD, caused in whole or in part by TASER, their subcontractors or anyone employed, directed or supervised by TASER.

COST

TASER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Las Vegas Metropolitan Police Department, Purchasing & Contracts, Attention: Insurance Coordinator. See the "Submission of RFPs" clause in the General Provisions for the appropriate mailing address.

INSURANCE FORM INSTRUCTIONS

The following information must be filled in by TASER's Insurance Company representative:

- A. Insurance Broker's name, complete address, contact name, phone and fax numbers.
- B. TASER's name, complete address, phone and fax numbers.
- C. Insurance Company's Best Key Rating
- D. Commercial General Liability (Per Occurrence)
 - i. Policy Number
 - ii. Policy Effective Date
 - iii. Policy Expiration Date
 - iv. General Aggregate (\$2,000,000)
 - v. Products - Completed Operations Aggregate (\$2,000,000)
 - vi. Personal & Advertising Injury (\$1,000,000)
 - vii. Each Occurrence (\$1,000,000)
 - viii. Fire Damage (\$50,000)
 - ix. Medical Expenses (\$5,000)
- E. Automobile Liability (Any Auto)
 - i. Policy Number
 - ii. Policy Effective Date
 - iii. Policy Expiration Date
 - iv. Combined Single Limit (\$1,000,000)
- F. Worker's Compensation
- G. Description
RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- H. Certificate Holder
Las Vegas Metropolitan Police Department c/o Purchasing & Contracts S Martin Luther King Blvd, Bldg B, 4th flr,
Las Vegas NV 89106 The Certificate Holder is named as an additional insured.
- I. Nevada Resident Agent Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Insurance Services West, Inc. 2555 East Camelback Rd Suite 700 Phoenix AZ 85016	CONTACT NAME: Kasey Lemon PHONE (A/C, No, Ext): (866)283-7122 FAX (A/C, No): (800) 363-0105 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>James River Insurance Company</td> <td>12203</td> </tr> <tr> <td>INSURER B:</td> <td>Twin City Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	James River Insurance Company	12203	INSURER B:	Twin City Fire Insurance Company	19682	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Taser International, Inc. 17800 N. 85th Street Scottsdale AZ 85255																					

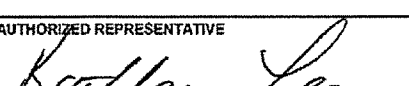
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	00060458-0 Deductible: \$10,000	12/15/2013	12/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
						MED EXP (Any one person) \$ Excluded
						PERSONAL & ADV INJURY \$ 1,000,000
B	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		59 UU UL7844 Deductible: \$0	09/11/2013	09/11/2014	GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						Professional Liability \$ Included
						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS		59 WE PE1196 Deductible: \$0	09/11/2013	09/11/2014	BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	59 WE PE1196 Deductible: \$0	09/11/2013	09/11/2014	EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Las Vegas Metropolitan Police Department, its officers, employees and volunteers are named an additional insured to the Commercial General Liability and Commercial Automobile Liability policies for the Contract for Police Wearable Body Cameras and Video Capture and Storage System No. 603094-13. General Liability coverage is primary. LVMPD will be given 30 calendar days advance notice by certified mail return receipt requested of policy cancellation.

CERTIFICATE HOLDER LVMPD C/O Purchasing & Contracts 400B S Martin Luther King Blvd 4th Floor Las Vegas, NV 89106	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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