



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **6**
to
Contract Number **MA19000000393**

CONTRACTOR	AXON ENTERPRISE INC
	17800 N 85th St.
	Scottsdale AZ 85255-6311
	Doug Simmons
	817-412-1148
	dsimmons@axon.com
	CV0065487

STATE	Program Manager	Various	Various
STATE	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY

DNR LED Digital Evidence Capture System			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 26, 2019	September 27, 2024	0 - 0 Months	September 27, 2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
No Minimum Delivery Requirement.

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE		ESTIMATED AGGREGATE CONTRACT VALUE	
\$29,986,266.70	\$0.00		\$29,986,266.70	

DESCRIPTION

Effective November 21, 2024, this Contract is amended to include revisions to Attachment 3 - Pricing Additions (attached). All other terms, conditions, specification and pricing remain the same. Per Contractor and agency agreement, and DTMB Central Procurement approval.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MDOC	Wil Alexander	517-643-6501	alexanderw@michigan.gov
DTMB	David Enslin	517-930-6332	EnslinD@michigan.gov

ATTACHMENT 3 – PRICING ADDITIONS

Contract No. 190000000393

Pricing (Revised 11/21/2024 via Change Notice No. 6). Line items with adjusted pricing are highlighted. The following revisions apply to the Agreement with respect to Contract Change Notice No. 6 for Michigan Department of Corrections (MDOC) only, and do not apply or modify the existing Agreement as a whole.

ITEM	DESCRIPTION	UNIT PRICE
AXON BODY 4 BODY WORN CAMERA	Axon Body 4 Camera Hardware	\$513.04/EA
AXON BODY 4 - DOCK POWER BRICK	Axon Body 4 Camera Hardware	\$100.20/EA
AXON BODY - DOCK POWERCORD - NORTH AMERICA	Axon Body 4 Camera Hardware	\$8.71/EA
AXON - DOCK WALL MOUNT - BRACKET ASSEMBLY	Axon Body 4 Camera Hardware	\$32.49/EA
AXON BODY - DUAL PORT USB-C CAR CHARGER - BLACK	Axon Body 4 Camera Hardware	\$14.79/EA
AXON BODY - USB- C WALL POWER SUPPLY (AB3 AB4)	Axon Body 4 Camera Hardware	\$14.80/EA
AXON BODY - WALL WART - 2 USB 2.1/1.0 AMP CHARGER	Axon Body 4 Camera Hardware	\$11.06/EA
AXON BODY 4 - CABLE - USB-C TO USB-C	Axon Body 4 Camera Hardware	\$2.21/EA
AXON BODY 4 - CABLE ADAPTER - USB-A MALE TO USB-C FEMALE	Axon Body 4 Camera Hardware	\$3.70/EA
FLEX POV MODULE	Axon Body 4 Camera Hardware	\$184.26/EA
FLEX POV MODULE CABLE 48 IN	Axon Body 4 Camera Hardware	\$81.39/EA
AXON BODY 4 - C-CLIP - POV	C-Clip for Axon Body 4 POV	\$7.39/EA
HELMET MOUNT - UNIVERSAL POV	BWC Mount	\$24.38/EA
MAGNETIC DISCONNECT CABLE	Axon Body 4 Camera Hardware	\$28.86/EA

ITEM	DESCRIPTION	UNIT PRICE
MOUNT - OAKLEY FLAK 2.0 POV	BWC Mount	\$184.96/EA
MOUNT - POV BALLCAP	BWC Mount	\$22.16/EA
MOUNT - POV BALLISTIC VEST	BWC Mount	\$24.38/EA
MOUNT - POV COLLAR	BWC Mount	\$22.16/EA
MOUNT - POV EPAULETTE	BWC Mount	\$22.16/EA
MOUNT - UNIVERSAL HELMET EXTENDED POV	BWC Mount	\$24.38/EA
MAGNET THICK OUTERWEAR RAPIDLOCK	BWC Mount	\$23.16/EA
WING CLIP RAPIDLOCK	BWC Mount	\$23.16/EA
RAPIDLOCK SINGLE MOLLE	BWC Mount	\$23.16/EA
CHEST HARNESS RAPIDLOCK	BWC Mount	\$73.96/EA
CUSTOM	BWC Mount	\$38.67/EA
LG POCKET 6 IN RAPIDLOCK	BWC Mount	\$23.16/EA
MAGNET FLEXIBLE RAPIDLOCK	BWC Mount	\$23.16/EA
MAGNET FLEXIBLE REINFORCED RAPIDLOCK	BWC Mount	\$22.46/EA
MOLLE HIGH TORQUE DOUBLE RAPIDLOCK	BWC Mount	\$30.90/EA
MOLLE HIGH TORQUE SINGLE RAPIDLOCK	BWC Mount	\$23.16/EA
RAPIDLOCK ACTION CAMERA	BWC Mount	\$22.16/EA
RAPIDLOCK ANCHOR HORIZONTAL	BWC Mount	\$23.20/EA
RAPIDLOCK ANCHOR VERTICAL	BWC Mount	\$23.20/EA
RAPIDLOCK DOUBLE MOLLE	BWC Mount	\$30.90/EA
RAPIDLOCK FOLDING	BWC Mount	\$23.16/EA
RAPIDLOCK HIGH RETENTION BELT CLIP	BWC Mount	\$30.90/EA
RAPIDLOCK HIGH RETENTION WING CLIP	BWC Mount	\$22.16/EA
RAPIDLOCK JACKET	BWC Mount	\$23.16/EA

ITEM	DESCRIPTION	UNIT PRICE
RAPIDLOCK MINI MOLLE	BWC Mount	\$22.16/EA
RAPIDLOCK PATCH	BWC Mount	\$22.16/EA
RAPIDLOCK VELCRO	BWC Mount	\$14.73/EA
SLIM RAPIDLOCK	BWC Mount	\$23.16/EA
SM POCKET 4 IN RAPIDLOCK	BWC Mount	\$23.16/EA
TILT MOUNT, AXON RAPIDLOCK	BWC Mount	\$23.16/EA
Z-BRACKET MENS RAPIDLOCK	BWC Mount	\$23.16/EA
Z-BRACKET WOMENS RAPIDLOCK	BWC Mount	\$23.16/EA
WING CLIP - HIGH RETENTION + TORQUE RAPIDLOCK	BWC Mount	\$23.16/EA
CRADLEPOINT R920-C7A+5YR NETCLOUD	Axon Fleet LTE Router	\$1,072.26/EA
CRADLEPOINT ROUTER AC POWER SUPPLY	Axon Fleet LTE Router Power Supply	\$18.50/EA
MULTIBAY DOCK	8-bay dock for pooled deployments.	\$1,638.90/EA
SINGLE BAY DOCK	Single-bay dock for one-to-one deployments.	\$229.00/EA
DEVICE POOLING KIOSK	RFID checkout kiosk for automatic pooled camera assignment.	\$2,000.00/EA
EVIDENCE.COM LICENSING BASIC LICENSE: PROFESSIONAL ADMIN LICENSE:	Basic licenses provide user access to upload and manage digital evidence. A basic license is required for each user operating a camera. Professional admin licenses provide access to advanced features such as automated redaction, group monitoring, agency analytics, human transcription services, et al.	BASIC LICENSE: \$31.56/USER/YEAR PROFESSIONAL ADMIN LICENSE: \$507.00/USER/YEAR
AXON FULL SERVICE	Assigned professional service manager. Works with admin team to set up evidence.com and train the trainers on how to train everyone on how to use cameras. It is their job to	\$26,775.50 ONE-TIME IMPLEMENTATION FEE

ITEM	DESCRIPTION	UNIT PRICE
	make sure system is set up for department. Implements evidence.com permissions, sets up cameras, docking stations etc.	
BWC TAP BUNDLE	Technology assurance plan: combines warranty service on products and an automatic refresh of body camera and dock units every 2.5 years. The tap program includes on-site spare units to act as backup devices.	\$390.00/EA/YR
REDACTION ASSISTANT	Capable of automatically detecting and tracking screens, license plates, and faces in a video.	\$117.12/USER/YR
AUTO TRANSCRIBE UNLIMITED	Scan or search by keyword for a time-synced auto-transcript of crucial moments, creating court-ready transcripts in significantly less time.	\$260.40/USER/YR
94.5TB A-LA-CARTE STORAGE		\$1,932.90 YEAR 1 \$10,280.77 YEARS 2-5
AXON PERFORMANCE LICENSE	Assess compliance with axon body-worn camera, transport vehicle (fleet), and taser weapon policies in near real-time.	\$117.12/USER/YR
AXON STANDARDS	Simplifies internal affairs investigations with streamlined solution for use-of-force and internal affairs report writing.	\$117.12/USER/YR
AXON COMMUNITY EVIDENCE	Collect digital evidence from the public via a custom community portal, managing all submissions through axon evidence.	\$117.12/USER/YR



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CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
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 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **5**
 to
 Contract Number **19000000393**

CONTRACTOR	AXON ENTERPRISE INC
	17800 N 85th St.
	Scottsdale, AZ 85255-6311
	Doug Simmons
	817-412-1148
	dsimmons@axon.com
	CV0065487

STATE	Program Manager	Various	DNR
	Contract Administrator	Nichole Harrell 517-449-9245 harrelln@michigan.gov	DTMB

CONTRACT SUMMARY

DNR LED DIGITAL EVIDENCE CAPTURE SYSTEM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 27, 2019	September 27, 2024	0 - 0 Year	September 27, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

N/A

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>	5 Years	September 27, 2029
CURRENT VALUE		VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE	
\$300,304.20		\$18,776,306.50	\$19,076,610.70	

DESCRIPTION

Effective February 27, 2024, this Contract is increased by \$18,776,306.50 and extended to September 27, 2029 with additional options through September 27, 2034, utilizing MPPM Chapter 5 Useful Life Extension upon mutual agreement between the parties. Further, the parties agree to add price change language to Attachment 3 - Pricing Additions (attached). All other terms, conditions, specifications, and pricing remain the same. Per Contractor and agency agreement, DTMB Central Procurement approval, and State Administrative Board approval on February 27, 2024.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MDOC	Wil Alexander	517-643-6501	alexanderw@michigan.gov

Revised Via CN # 5, Effective 2/27/2024

ATTACHMENT 3 – PRICING ADDITIONS

Item	Description	Unit Price
Axon Body 4 Body Worn Camera	Axon Body 4 Camera Hardware	\$513.04/ea.
Multibay Dock	8-Bay Dock for pooled deployments.	\$1,638.90/ea.
Single Bay Dock	Single-bay dock for one-to-one deployments.	\$229.00/ea.
Device Pooling Kiosk	RFID Checkout Kiosk for automatic pooled camera assignment.	\$2,000.00/ea.
Evidence.com Licensing Basic License: Professional Admin License:	Basic Licenses provide user access to upload and manage digital evidence. A basic license is required for each user operating a camera. Professional Admin Licenses provide access to advanced features such as Automated Redaction, Group Monitoring, Agency Analytics, Human Transcription Services, et al.	Basic License: \$31.56/user/year Professional Admin License: \$507.00/user/year
Axon Full Service	Assigned professional service manager. Works with Admin team to set up Evidence.com and train the trainers on how to train everyone on how to use cameras. It is their job to make sure system is set up for department. Implements evidence.com permissions, sets up cameras, docking stations etc.	\$26,775.50 One-Time Implementation Fee
BWC TAP Bundle	Technology Assurance Plan: Combines warranty service on products and an automatic refresh of body camera and dock units every	\$390.00/ea./yr.

Revised Via CN # 5, Effective 2/27/2024

	2.5 years. The TAP program includes on-site spare units to act as backup devices.	
Redaction Assistant	Capable of automatically detecting and tracking screens, license plates, and faces in a video.	\$117.12/user/yr.
Auto Transcribe Unlimited	Scan or search by keyword for a time-synced auto-transcript of crucial moments, creating court-ready transcripts in significantly less time.	\$260.40/user/yr.
94.5TB A-La-Carte Storage		\$1,932.90 Year 1 \$10,280.77 Years 2-5
Axon Performance License	Assess compliance with Axon body-worn camera, transport vehicle (Fleet), and TASER weapon policies in near real-time.	\$117.12/user/yr.
Axon Standards	Simplifies internal affairs investigations with streamlined solution for use-of-force and internal affairs report writing.	\$117.12/user/yr.
Axon Community Evidence	Collect digital evidence from the public via a custom community portal, managing all submissions through Axon Evidence.	\$117.12/user/yr.

1. Price Changes

Adjustments will be based on changes in actual Contractor costs. Any request must be supported by written evidence documenting the change in costs. The State may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the State deems relevant.

Following the presentation of supporting documentation, both parties will have 30 days to review the information and prepare a written response. If the review reveals no need for modifications, pricing will remain unchanged unless mutually agreed to by the parties. If the review reveals that changes are needed, both parties will negotiate such

Revised Via CN # 5, Effective 2/27/2024

changes, for no longer than 30 days, unless extended by mutual agreement.

The Contractor remains responsible for Contract Activities at the current price for all orders received before the mutual execution of a Change Notice indicating the start date of the new Pricing Period.

To project the financial impact of any price increase for each agency, all price increase requests will require the vendor to submit a current rolling 1-year usage report in an excel spreadsheet in the below format with all other supporting documents.



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CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **4**
 to
 Contract Number **19000000393**

CONTRACTOR	AXON ENTERPRISE INC
	17800 N 85th St.
	Scottsdale, AZ 85255-6311
	Doug Simmons
	817-412-1148
	dsimmons@axon.com
	CV0065487

STATE	Program Manager	Various	DNR
STATE	Contract Administrator	Nichole Harrell	DTMB
		517-449-9245	
		harrelln@michigan.gov	

CONTRACT SUMMARY

DNR LED DIGITAL EVIDENCE CAPTURE SYSTEM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 27, 2019	September 27, 2024	0 - 0 Year	September 27, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS
N/A

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$300,304.20	\$10,909,656.00	\$11,209,960.20		

DESCRIPTION

Effective February 13, 2024, the following changes are hereby incorporated into this Contract:

1. This Contract is hereby increased by \$10,909,656.00 for MDOC use.
2. Schedule A2 - Statement of Work (attached) has been added.
3. The State's Contract Administrator is changed to Nichole Harrell.
4. Wil Alexander has been added as the Program Manager for MDOC.
5. The Contractor Contract Administrator has been updated from Alissa McDowell to Doug Simmons (Dsimmons@axon.com, 817-412-1148).

All other terms, conditions, specifications, and pricing remain the same. Per Contractor and Agency agreement, DTMB Procurement approval, and State Administrative Board approval on February 13, 2024.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov
MDOC	Wil Alexander	517-643-6501	alexanderw@michigan.gov

SCHEDULE A² – STATEMENT OF WORK CONTRACT ACTIVITIES

Contract No. 190000000393
 MDOC Digital Evidence Capture System

The Contractor will be held accountable to meet the requirements established in this Contract. The following revisions apply to the Agreement with respect to Contract Change Notice No. 4 for Michigan Department of Corrections (MDOC) only, and do not apply or modify the existing Agreement as a whole.

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined in this Statement of Work shall have the respective meanings given to them in the Contract Terms and Conditions. “Solution” means the Software-as-a-Service (SaaS) solution, including mobile and other applications and hardware, that the Contractor is providing under this Contract.

Term	Definition
MDOC	MDOC Body Worn Camera Section (BWCS)

2. BACKGROUND

The Michigan Department of Corrections (MDOC) secured funding for the FY2024 budget to fund a fully integrated Body Worn Camera (BWC) program. An appropriation was made, and a team was formed to evaluate products, develop the business requirements for the MDOC BWC program, draft and update related policies, research cameras available through existing state contracts, select the proper products to satisfy the MDOC needs, and draft a recommendation for MDOC Leadership.

3. PURPOSE

To increase the safety and security of staff the MDOC is seeking to deploy body worn cameras to staff in a variety of positions. The MDOC is looking to implement an integrated Digital Evidence Management System (DEMS) that will allow for easy collection, storage, case management, and distribution of evidence with MDOC partner agencies and respond to public information requests.

6. USER TYPE AND CAPACITY

Type of User	Access Type	Estimated Number of Users	Estimated Number of Concurrent Users
MDOC Employees	Basic	6,988	3,124
MDOC PREA, ADW, Inspector, Deputy Warden, Warden, Intel Unit, Discipline Unit	Pro	237	237

The Contractor must be able to meet the expected number of concurrent users.

13. INTEGRATION

Contractor must work with MDOC to complete the integration of the Solution with the systems listed in the Integration List provided by the State below, in accordance with the licenses purchases by the Agency under the applicable quote(s):

- MDOC MiLogin 7,225 Users Annually

18. SUPPORT AND OPERATIONS

MDOC staff will be trained in Tier One support requests. Therefore, MDOC support requests to the Contractor must automatically be logged as a Priority Support request.

22. CONTRACTOR KEY PERSONNEL

Contractor must identify all Contractor resources and responsibilities required for the successful implementation and ongoing support of this Contract.

Role	Name	Title	Email
Deployment Manager	Andrew Bartolotti	Manager, Deployment Operations	abartolotti@axon.com
Sales Account Executive	Doug Simmons	Account Executive, Corrections	dosimmons@axon.com
Contracts Support			contracts@axon.com

Security Officer	Greg Hewes	Sr. Director, Trust & Security	ghewes@axon.com
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23. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Fingerprints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

See Sections 30-36 for MDOC-specific requirements.

24. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Project Manager. The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

Agency Business Owner. The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to technical advisement.

State Project Contacts

Role	Name	Title
State Contract Administrator	Nichole Harrell	Senior Category Analyst, DTMB

State Project Manager	David Enslin	Business Relationship Manager, DTMB
Agency Business Owner	Wil Alexander	BWC Program Manager, MDOC
State Technical Lead	Casimir Cichowski	Lead Analyst, MDOC

25. MEETINGS

The Contractor must attend the following meetings, at a location and time as identified by the State at no additional cost to the State. Contractor may attend the following meetings remotely, when appropriate, upon mutual agreement of the MDOC Program Manager and Contractor.

Mandatory Kickoff Meeting

The Contractor is required to participate in a kickoff meeting scheduled by the MDOC. The kickoff meeting is expected to be scheduled within 30 business days of the Effective Date of the Change Notice. The kick-off meeting may be conducted remotely.

Annual Meetings

Upon request, the Contractor will attend annual meetings remotely or in person to be held at a location and time of MDOC's choosing. Topics shall include contract compliance, industry information, and other issues or concerns.

Alternative planned approaches for project meetings proposed by Contractor must be approved by the State.

26. REPORTS

Contractor must make all reports available in the system. Contractor may also provide additional reports.

27. MILESTONES AND DELIVERABLES

B. MDOC Transition & Implementation Plan

The Contractor must carry out this project in accordance with the mutually agreed upon Implementation Plan, to be developed by Contractor while coordinating with the MDOC Program Manager(s).

Please Note: All transition and implementation plans are subject to the approval of the Program Manager(s).

1. The Contractor must provide an Implementation Plan (also referred to as the Project Plan or Work Plan) which outlines the transition of services and current accounts to be performed.

The Implementation Plan must describe in detail:

- a. All major project milestones – with anticipated outcomes.
 - b. Detailed corresponding calendar/timeline schedule for the Implementation Period.
 - c. A detailed work plan describing how the Contractor will manage a possible transition from the current Contractor.
 - d. All tasks, duties and responsibilities associated with the implementation must be outlined in the work plan.
 - e. The Contractor must describe its project management capabilities, including but not limited to methods, tools and processes that will be utilized for oversight and completion of the implementation process.
 - f. The Contractor must describe how issues/changes will be conveyed to the Program Manager, give a brief description of suggested resolution processes, or applicable strategies.
2. There must be continuous liaising between the Program Manager and the Contractor during the Implementation Period and over the course of this Contract.

The Program Manager will meet with the Contractor for initial review of the Contractor's Implementation Plan prior to beginning service delivery and at least monthly during implementation and on an as-needed basis after Go Live.

These meetings will include but are not limited to:

- a. Reviewing progress
- b. Providing necessary guidance to the Contractor regarding the timing of activities and solving issues.

30.MDOC VENDOR RULES AND REGULATIONS

The Contractor will provide a quarterly roster of Contractor and subcontractor staff that provide direct services to clients, handle or may have direct access to client records, or

provides supervisory services to staff performing these functions. Those individuals listed on the roster must read and sign the MDOC Vendor Rules and Regulations as directed by the MDOC. The MDOC Program Manager will provide the Contractor with a copy of the applicable Vendor Rules and Regulations via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor and subcontractor must comply with all documentation provided.

31. PRISON RAPE ELIMINATION ACT

- a.** The Contractor and the Contractor Personnel shall comply with the Final Rule implementing the Prison Rape Elimination Act of 2003 (PREA) (42 U.S.C. § 15601), all applicable PREA standards and the agency's policies. The Contractor and Contractor Personnel shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect the performance under this Contract. Failure to comply with the PREA standards and related policies of the MDOC will be considered a breach of contract and may result in termination of the contract.
- b.** Contract Personnel who may have contact with or direct access to offenders or offender data must complete PREA training Program A - Correctional Facilities Administration (CFA) Security Regulations prior to entrance in any MDOC Facility. Upon completion, Contractor Personnel shall submit a signed memorandum to the Contract Administrator documenting completion of the training and date of completion.
- c.** The MDOC Contract Monitor or Program Manager will provide the Contractor with current copies of all PREA documents via email. Any revisions to the documents will be emailed to the Contractor throughout the Contract period, and the Contractor must comply with all documentation provided.
- d.** The Contractor must report any information concerning violations of PREA as soon as made aware of the alleged occurrence to the assigned FOA Supervising Agent, program onsite agent, Program Manager and Contract Monitor.

32. MDOC SECURITY

The Contractor will be subject to the following security procedures:

- A.** No active police warrant or pending charges on any staff assigned to this Contract, including subcontractors.
- B.** MDOC reserves the right to approve, decline, or remove Contractor and subcontractor staff from providing services on this Contract.

- C. Contractor staff that provide direct services to clients (prisoner, parolee, probationer), handle or may have direct access to client records, or provides supervisory services to staff performing these functions, must complete the Law Enforcement Information Network (LEIN) Form and successfully clear the LEIN review at the start of the contract and annually thereafter, as directed by the Michigan Department of Corrections.
- D. The completed LEIN Form must be sent to the MDOC-PMCD-CFA-LEINS@michigan.gov and approved by MDOC prior to Contract staff working with MDOC clients. There is no cost associated with the LEIN. The LEIN form will be provided to the Contractor.
- E. Prior to their assignment to work on MDOC deliverables, Contractor must perform background checks on subcontractor staff prior to their assignment/ Contractor will confirm that background check occurred and that results were passing. Contractor will additionally confirm the level of background check performed. Contractor is responsible for all costs associated with the processing the background checks. The State, in its sole discretion, may also perform background checks. The background check must include the Michigan State Police Internal Criminal History Access Tool (ICHAT), or the municipal/federal equivalent. The Contractor must maintain a copy of the background check(s) for auditing purposes.
- F. Contractor staff performing onsite may be required to complete and submit an RI-8 Fingerprint Card for Fingerprint Checks to the MDOC.
- G. The Contractor and subcontractor must verify and document whether a staff member assigned to the Contract is related to or acquainted with a prisoner, parolee, or probationer under MDOC's supervision or jurisdiction. For Contractor's staff who are related to or acquainted with a prisoner, parolee, or probationer under MDOC's supervision or jurisdiction, the Contractor's staff member must complete the Offender Contact Exception Request (CAJ-202) and submit it to the MDOC Program Manager or designee. The Contractor must ensure its staff complete the form and notify the MDOC Program Manager of any changes throughout the contract term. The Contractor must maintain a copy of the form in the employee's personnel file for auditing purposes.

33. MDOC PROCUREMENT, MONITORING, AND COMPLIANCE DIVISION

The MDOC has developed a contract monitoring unit known as the Procurement Monitoring and Compliance Division (PMCD). This unit has oversight for the Department's contracts and ensures that the Contractor is delivering services according to the contract requirements. The Contract Manager or designee will serve as the lead for all contract related issues, and will assist in facilitating kick off meetings, determining

service level agreements, overseeing the transition timeline and working with the MDOC program staff to ensure the contractual requirements are being met. A contract monitor will be assigned to monitor the contract(s), and as part of his or her role they will conduct regular monitoring of all contract related activities.

34. MDOC TRAINING

In accordance with MDOC instruction, Contractor and subcontractor staff that provide direct services to clients, handle or may have direct access to client records, or provides supervisory services to staff performing these functions, must complete MDOC provided Training within 45 calendar days after initial hire and annually after. Exceptions may be made for transfers or employees with prior MDOC work experience in similar positions who have completed MDOC training previously. Contact the MDOC Contract Monitor with any questions concerning MDOC training.

35. MDOC AMERICANS WITH DISABILITIES ACT

The Contractor must comply with the Americans with Disabilities Act (ADA) and the Rehabilitation Act and must notify the designated MDOC Program Manager or designee within 24 hours of any request for reasonable accommodation for a client.

The Contractor must comply and must notify the designated MDOC PMCD Contract Manager or designee within 24 hours of any request for reasonable accommodation made by Contractor's staff, including temporary and subcontractor staff.

Please Note: All reasonable accommodation aids, services and equipment needed for Contractor's staff, including temporary and subcontractor staff, is to be provided by the Contractor.

ATTACHMENT 1 – BUSINESS SPECIFICATION WORKSHEET REVISIONS

The Contractor will be held accountable to meet the requirements established in this Contract. See Exhibit 1 – Business Specification Worksheet. The table under Exhibit 1 is hereby revised as follows:

A	B
Req. No.	Requirement
System Requirements	
Req. 1	DEMS must be compatible with web browsers: I.E, Chrome, Firefox, Safari, and Edge.
Req. 14	Vendor must provide storage options with associated tiered pricing and unlimited pricing.
Requirements for the Mobile Application	
Req. 8	Vendor must state how many versions back the mobile app will be compatible with.

Product Appendices	
Add-on Services Appendix	<p>This Appendix applies to Axon Community Request, Axon Redaction Assistant, and/or Axon Performance purchases:</p> <p><u>Axon Community Request Storage.</u> For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Agency’s Axon Evidence instance. Portal Content is deemed to be State Data under this Contract, and all provisions relating to State Data in this Contract, including without limitation the State Data provisions in Section 9 of the Contract</p>

	<p>terms and the post-termination provisions under Sections 7.3 and 7.4 – Transition Responsibilities under the Contract terms apply to Portal Content.</p>
<p>Axon Auto-Transcribe Appendix</p>	<p><u>Axon Unlimited Transcribe.</u> Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.</p> <p>Any transcription performed automatically and/or programmatically by software and/or a machine is deemed to be State Data under this Contract and all provisions relating to State Data in this Contract apply to such transcriptions. Any transcription performed by a person is deemed to be Work Product under this Contract and all provisions in this Contract relating to Work Product apply to such transcriptions. Any third party engaged by Contractor to perform a transcription is deemed to be a Subcontractor under this Contract and all provisions relating to Subcontractors in this Contract apply. Notwithstanding the foregoing, whether a transcription is deemed to be Work Product or State Data, Contractor must: (a) keep and maintain all transcriptions in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; and (b) not use, sell, rent, transfer, distribute, or otherwise disclose or make available any transcription for Contractor’s own purposes or for the</p>

	<p>benefit of anyone other than the State without the State's prior written consent. This Section 2 of the Axon Auto-Transcribe Appendix survives termination or expiration of this Contract.</p>
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ATTACHMENT 2 – SERVICE LEVEL AGREEMENT REVISIONS

MDOC SERVICE LEVEL AGREEMENTS (SLAs): REFER TO SCHEDULE B

The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract. See Schedule B –Service Level Agreements.

Section 5.4 Service Support Level Requirements is hereby revised as follows:

Section 5.4(d) Corrective Action Plan does not apply to MDOC.

The following new paragraphs are hereby added after Section 5.4(d):

5.4 (e) MDOC Service Support Level Requirements

For all support requests received from the MDOC, the Contractor is required to promptly redirect those support requests to Axon’s Priority Support. The MDOC’s BWC Unit will serve as Tier 1 Support for the Department.

Metric 1. Technical Issue Resolution Plan	
Definition and Purpose	<p>The Contractor strives to ensure that their equipment and the web-based application remain operational for MDOC use. Equipment will be identified in the Statement of Work. This Metric covers equipment and web-based applications not covered by a warranty. Any equipment past its useful life, as defined by Contractor in their technical documentation, shall not be covered under this SLA.</p> <p>The MDOC will report technical issues through the Contractor’s ticketing/repair process. MDOC calls regarding technical issues must be promptly directed to Axon’s Priority Support.</p> <p>A plan to resolve technical issues with Contractor equipment or the web-based application must be in place within 48 business hours (business hours are Monday through Friday 8:00AM to 4:30PM) and will be mutually agreed to between the Parties. A full resolution is defined as returning the Contractor equipment and web-based application to 99.9% functionality.</p>
Data Sources	<ol style="list-style-type: none"> 1. Monthly ticket/repair process report supplied through Axon’s my.axon.com portal. 2. Application Uptime Report for Axon Evidence

Metric 1. Technical Issue Resolution Plan	
	3. Correspondence with MDOC Staff or the Contractor. 4. Contractor Warranty Information.
Methodology	Reconcile and review Data Sources 1 through 4 as needed.
Acceptable Standard	The Acceptable Standard is 99% compliance.
Amount for Failing to Meet the Service Level Agreements	<p>For any technical issue with Contractor equipment or web-based application (identified in the Statement of Work) caused by Contractor, Contractor must have a mutually agreed upon plan to resolve within 48 business hours (business hours are Monday through Friday 8:00AM to 4:30PM), or \$100.00 per impacted facility will be assessed at business hour 49 and every 24-hour period thereafter until plan to resolve the issue with the equipment is fully implemented. Any downtime for the web-based application will incur an assessment of \$350.00 at business hour 49 and every 24-hour period thereafter until the plan to resolve the issue is fully implemented. If delay is caused by MDOC's actions or inactions, this will be reviewed as an extenuating circumstance."</p> <p>Extenuating circumstances will be reviewed by the MDOC Contract Manager in good faith before any Service Credits are assessed. Assessments hereunder will be issued as service credits (each, a "Service Credit") against the MDOC's next-occurring invoice, provided, however, if any Service Credits are due following expiration or termination of the Contract, such Service Credits shall be issued as refunds.</p>

Metric 2. Responsiveness to Corrective Action Plan Requests	
Definition and Purpose	The State may require a Corrective Action Plan when there is a reoccurring and/or serious issue with the Contractor’s performance of its obligation(s) under this Agreement. The State requires that the contractor must confirm receipt and submit their Plan of Action in response to any Corrective Action Plan Request within the timeframe outlined in the request. If the MDOC Contract Manager or Contract Monitor provides a written pre-approval of an alternate submission date, the Service Credit may not apply. For complex issues, the Parties shall mutually agree to the timeframe for resolution. Please refer to Section 33 – MDOC PROCUREMENT, MONITORING, AND COMPLIANCE DIVISION.
Data Sources	<ol style="list-style-type: none"> 1. Corrective Action Plan Request. 2. Corrective Action Plan confirmation of receipt. 3. Corrective Action Plan response/Plan of Action. 4. Written pre-approval of an alternative submission date/mutually agreed upon timeframe. 5. Internal MDOC correspondence with Program Area staff. 6. Additional correspondence with Contractor.
Methodology	Reconcile and review Data Sources 1 through 6 as needed.
Acceptable Standard	The Acceptable Standard is 100% compliance.
Amount for Failing to Meet the Service Level Agreements	<p>\$50.00 may be assessed for each business day that the Contractor fails to submit their plan of action by the deadline.</p> <p>Extenuating circumstances will be reviewed by the MDOC Contract Manager in good faith before any Service Credits are assessed. Assessments hereunder will be issued as service credits (each, a “Service Credit”) against the MDOC’s next-occurring invoice, provided, however, if any Service Credits are due following expiration or termination of the Contract, such Service Credits shall be issued as refunds.</p>

Metric 3. Recurring or Unresolved Corrective Action Plan Requests	
Definition and Purpose	The State requires that the Contractor must cure, at no additional cost to the State, any deficiency identified in a Corrective Action Plan Request. The Plan of Action must include a solution that resolves the issue so that it does not reoccur. Please refer to Section 33 – MDOC PROCUREMENT, MONITORING, AND COMPLIANCE DIVISION.
Data Sources	<ol style="list-style-type: none"> 1. Corrective Action Plan Request. 2. Corrective Action Plan Response/Plan of Action. 3. Corrective Action Plan Implementation Documentation. 4. Documentation of non-compliant contract activities. 5. Notification to the Contractor of non-compliant contract activities. 6. Internal MDOC correspondence with Program Area staff. 7. Additional correspondence with Contractor.
Methodology	Reconcile and review Data Sources 1-7 to determine if there are recurring or unresolved contract deficiencies.
Acceptable Standard	The Acceptable Standard is 100% compliance. Recurring or unresolved contract deficiencies are unacceptable.
Amount for Failing to Meet the Service Level Agreements	<p>The following credits per occurrence will be assessed for any identified contract deficiency addressed in a Corrective Action Plan that is recurring or unresolved after the second attempt to resolve.</p> <p>Occurrence 1 Amount: \$250.00</p> <p>Additional service credits may be assessed for each additional occurrence:</p> <p>Occurrence 2 Amount: \$500.00</p> <p>Occurrence 3 Amount: \$750.00</p> <p>Extenuating circumstances will be reviewed by the MDOC Contract Manager in good faith before any Service Credits are assessed. Assessments hereunder will be issued as service credits (each, a “Service Credit”) against the MDOC’s next-occurring invoice, provided, however, if any Service Credits are due following expiration or termination of the Contract, such Service Credits shall be issued as refunds.</p>

ATTACHMENT 3 – PRICING ADDITIONS

Item	Description	Unit Price
Axon Body 4 Body Worn Camera	Axon Body 4 Camera Hardware	\$513.04/ea.
Multibay Dock	8-Bay Dock for pooled deployments.	\$1,638.90/ea.
Single Bay Dock	Single-bay dock for one-to-one deployments.	\$229.00/ea.
Device Pooling Kiosk	RFID Checkout Kiosk for automatic pooled camera assignment.	\$2,000.00/ea.
Evidence.com Licensing		
Basic License:	Basic Licenses provide user access to upload and manage digital evidence. A basic license is required for each user operating a camera.	Basic License: \$31.56/user/year
Professional Admin License:	Professional Admin Licenses provide access to advanced features such as Automated Redaction, Group Monitoring, Agency Analytics, Human Transcription Services, et al.	Professional Admin License: \$507.00/user/year
Axon Full Service	Assigned professional service manager. Works with Admin team to set up Evidence.com and train the trainers on how to train everyone on how to use cameras. It is their job to make sure system is set up for department. Implements evidence.com permissions, sets up cameras, docking stations etc.	\$26,775.50 One-Time Implementation Fee

BWC TAP Bundle	Technology Assurance Plan: Combines warranty service on products and an automatic refresh of body camera and dock units every 2.5 years. The TAP program includes on-site spare units to act as backup devices.	\$390.00/ea./yr.
Redaction Assistant	Capable of automatically detecting and tracking screens, license plates, and faces in a video.	\$117.12/user/yr.
Auto Transcribe Unlimited	Scan or search by keyword for a time-synced auto-transcript of crucial moments, creating court-ready transcripts in significantly less time.	\$260.40/user/yr.
94.5TB A-La-Carte Storage		\$1,932.90 Year 1 \$10,280.77 Years 2-5
Axon Performance License	Assess compliance with Axon body-worn camera, transport vehicle (Fleet), and TASER weapon policies in near real-time.	\$117.12/user/yr.
Axon Standards	Simplifies internal affairs investigations with streamlined solution for use-of-force and internal affairs report writing.	\$117.12/user/yr.
Axon Community Evidence	Collect digital evidence from the public via a custom community portal, managing all submissions through Axon Evidence.	\$117.12/user/yr.



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**
 to
 Contract Number **19000000393**

CONTRACTOR	AXON ENTERPRISE INC
	17800 N 85th St.
	Scottsdale, AZ 85255-6311
	Alissa McDowell
	480-905-2038
	amcdowell@axon.com
	CV0065487

STATE	Program Manager	Various	DNR
	Contract Administrator	Sarah Platte	DTMB
		517-219-2406 plattes3@michigan.gov	

CONTRACT SUMMARY

DNR LED DIGITAL EVIDENCE CAPTURE SYSTEM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 27, 2019	September 27, 2024	0 - 0 Year	September 27, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card	<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

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DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input checked="" type="checkbox"/>		September 27, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$297,004.20	\$3,300.00	\$300,304.20		

DESCRIPTION

Effective 12/07/2023, the State adds \$3,300.00 in funding to allow the agency to pay the Contractor's outstanding invoice.
 All other terms, conditions, specifications remain the same. Per Contractor, Agency, DTMB Procurement, and State Administrative Board on 12/08/2020.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Jennifer Wolf	517-284-6231	WOLFJ1@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 320 S. WALNUT ST., LANSING, MICHIGAN 48933
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
 to
 Contract Number 190000000393

CONTRACTOR	AXON ENTERPRISE INC
	17800 N 85th St.
	Scottsdale, AZ 85255-6311
	Alissa McDowell
	480-905-2038
	amcdowell@axon.com
	CV0065487

STATE	Program Manager	Various	DNR
	Contract Administrator	Sarah Platte	DTMB
		517-219-2406	
		plattes3@michigan.gov	

CONTRACT SUMMARY

DNR LED DIGITAL EVIDENCE CAPTURE SYSTEM

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 27, 2019	September 27, 2024	0 - 0 Year	September 27, 2024

PAYMENT TERMS	DELIVERY TIMEFRAME
NET 45	

ALTERNATE PAYMENT OPTIONS	EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE

OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 27, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$290,479.20	\$6,525.00	\$297,004.20		

DESCRIPTION

Effective 6/7/22, the parties add the attached licenses to the Contract. \$6,525.00 is also added to cover the additional licenses. These 15 licenses will cover the remaining balance of the Contract.

All other terms, conditions, specifications and pricing remain the same. Per Contractor, Agency, DTMB Central Procurement Services.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	Jennifer Wolf	517-284-6231	SWOLFJ1@michigan.gov
DTMB	Laura Brancheau	517-335-1334	BrancheauL@michigan.gov



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

Q-389748-44717.633JB

Issued: 06/05/2022

Quote Expiration: 06/30/2022

Estimated Contract Start Date: 05/15/2022

Account Number: 303223

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Legacy Warehouse 4147 Legacy Parkway Lansing, MI 48911 USA	Michigan Department of Natural Resources 525 W Allegan St Lansing, MI 48933-1502 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Julie Bosack Phone: 312-576-2829 Email: jbosack@axon.com Fax:	Jennifer Wolf Phone: (906) 786-2351 Email: wolfj1@michigan.gov Fax:

Quote Summary

Program Length	29 Months
TOTAL COST	\$6,525.00
ESTIMATED TOTAL W/ TAX	\$6,525.00

Discount Summary

Average Savings Per Year	\$0.00
TOTAL SAVINGS	\$0.00

Payment Summary

Date	Subtotal	Tax	Total
Apr 2022	\$3,262.50	\$0.00	\$3,262.50
Sep 2023	\$3,262.50	\$0.00	\$3,262.50
Total	\$6,525.00	\$0.00	\$6,525.00

Quote List Price: \$6,525.00
 Quote Subtotal: \$6,525.00

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
Basic License Bundle								
73840	EVIDENCE.COM BASIC LICENSE	29m	15	\$435.00	\$435.00	\$6,525.00	\$0.00	\$6,525.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	29m	15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$6,525.00	\$0.00	\$6,525.00

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	15	05/15/2022	10/14/2024
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	15	05/15/2022	10/14/2024

Payment Details

Apr 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	15	\$0.00	\$0.00	\$0.00
Year 1	73840	EVIDENCE.COM BASIC LICENSE	15	\$3,262.50	\$0.00	\$3,262.50
Total				\$3,262.50	\$0.00	\$3,262.50

Sep 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	15	\$0.00	\$0.00	\$0.00
Year 2	73840	EVIDENCE.COM BASIC LICENSE	15	\$3,262.50	\$0.00	\$3,262.50
Total				\$3,262.50	\$0.00	\$3,262.50



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
 Department of Technology, Management, and Budget
 525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
 P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 1
 to
 Contract Number 19000000393

CONTRACTOR	AXON ENTERPRISE INC
	17800 N 85th St.
	Scottsdale, AZ 85255-6311
	Alissa McDowell
	480-905-2038
	amcdowell@axon.com
	CV0065487

STATE	Program Manager	Various	DNR
	Contract Administrator	Christopher Martin	DTMB
		(517) 643-2833 martinc20@michigan.gov	

CONTRACT SUMMARY

DNR LED DIGITAL EVIDENCE CAPTURE SYSTEM			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
September 27, 2019	September 27, 2024	0 - 0 Year	September 27, 2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-Card <input type="checkbox"/> PRC <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

MINIMUM DELIVERY REQUIREMENTS

DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		September 27, 2024
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$245,378.20	\$45,101.00	\$290,479.20		

DESCRIPTION

Effective 12/8/2020, the following amendments are incorporated into this Contract per the attached quote and schedules. This Contract is increased by \$45,101.00 for DNR-LED use. This change includes the following:

- Axon Body Cameras and related equipment (which are included in the definition of Hardware in the Contract), are added as Deliverables under the Statement of Work, and any associated maintenance, support, warranties, and related services are added as Services under the Contract.
- The attached Schedule and its Appendix is hereby incorporated into the Agreement.
 - Schedule G – Terms for Hardware
 - Appendix to Schedule G - Technology Assurance Plan Appendix
- The attached Quote for Axon Body Worn Cameras and TAP is incorporated into Schedule F – Pricing.

All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 12/8/2020.

**Program Managers
for
Multi-Agency and Statewide Contracts**

AGENCY	NAME	PHONE	EMAIL
DNR	John Steele	517-284-5831	SteeleJ@michigan.gov
DTMB	Manny Rosales	517-241-4652	RosalesM@michigan.gov

SCHEDULE G

Terms for Hardware

1. **Definitions.** All capitalized terms in this Schedule that are not defined herein shall have the respective meanings given to them in the Contract Terms.
 - a. **"Agency"** means the State.
 - b. **"Hardware"** or **"Devices"** means all hardware or other equipment that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including but not limited to all cameras, docks, mounting units, camera data storage and other accessories, IT hardware, and all items identified as equipment or hardware in the applicable Statement of Work.
2. **Hardware.** Contractor must provide fully functioning Hardware that conforms to the Documentation and the requirements of this Contract, including but not limited to integrating with the Software. All Hardware must be new, and not refurbished.
3. **Delivery and Shipping.** Contractor must deliver the Hardware F.O.B. destination, to the locations designated by the State and within the State premises with all shipping, transportation, handling, and insurance charges paid by Contractor. All containers and packaging become the State's exclusive property upon Acceptance. Contractor is responsible for all shipping costs, including the costs of packaging, shipping, transportation, delivery and insurance, to ship defective Hardware back to Contractor, and the costs of shipping replacement Hardware to the State.
4. **Acceptance.** All Hardware is subject to inspection and testing by the State within 10 business days of the State's receipt ("**State Review Period**"), unless otherwise provided in the applicable Statement of Work. Hardware will either be: (a) accepted in writing by the State's Program Manager or (b) deemed accepted if the State does not notify Axon of partial or full rejection within the 10-business day timeframe. ("**Accept**" or "**Accepted**" or "**Acceptance**"). If the Hardware is not fully Accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Hardware is Accepted, but noted deficiencies must be corrected; or (b) the Hardware is rejected ("**Reject**" or "**Rejected**" or "**Rejection**"). If the State finds material deficiencies, it may; (i) Reject the Hardware without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract.

Within 10 business days from the date of Contractor's receipt of notification of Acceptance with deficiencies or Rejection of any Hardware, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Hardware to the State. If Acceptance with deficiencies or Rejection of the Hardware impacts the content or delivery of other non-completed Hardware, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency, within the time response standards set forth in this Contract, the State may cancel the relevant order in whole or in part. If the State so cancels or terminates the relevant order, Contractor must refund to the State all

sums previously paid to Contractor for the Hardware under such order, including any sums paid for related products or services such as a related TAP Warranty, within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

Defects found after the 10-day rejection period will be managed via the warranty and support processes.

5. **Risk of Loss and Title.** Until final Acceptance, title, risk of loss or damage remains with Contractor. Contractor is responsible for filing, processing, and collecting all damage claims. The State will record and report to Contractor any evidence of visible damage. If the State Rejects the Hardware, Contractor will be responsible for any cost incurred by the State in removing the Rejected Hardware from the premises within 10 days after notification of Rejection. The risk of loss of Rejected or non-confirming Hardware remains with Contractor. Contractor must reimburse the State for costs and expenses incurred in storing or effecting removal or disposition of Rejected Hardware. Title passes to the State upon final Acceptance of the Hardware.
6. **Documentation.** Contractor must provide to the State all end-user documentation for the Hardware. The documentation, at a minimum, must include all the documentation available to consumers from the manufacturer of the Hardware about the technical specifications of the Hardware, installation, procedure requirements, and operating instructions, as well as details about the software programs with which the Hardware functions.
7. **Support for Hardware.** Contractor will provide maintenance and support of the Hardware in accordance with the requirements set forth in this Schedule. Contractor will:
 - a. Provide unlimited telephone support. Live phone support will be available Monday – Thursday, 6:00AM – 12:00AM (Arizona Time), Friday; 6:00AM – 12:00AM and Sunday, 4:00PM – 12:00AM. Critical Incident/Emergency assistance will be available 24/7. For technical or Customer Service assistance, you may contract a customer service representative at 800-978-2737 , or via email at support@axon.com.
 - b. Provide unlimited online support 24 hours a day, seven days a week.
 - c. Provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers.
 - d. Respond to and resolve all support requests.
8. Contractor will provide the TAP extended warranty described in the Technology Assurance Plan Appendix incorporated below. All replaced Hardware is subject to Acceptance testing in Section 4 above.

Appendix to Schedule G

Technology Assurance Plan Appendix

This Technology Assurance Plan (“**TAP**”) Appendix is hereby incorporated in the Contract. All capitalized terms in this Appendix that are not defined herein shall have the respective meanings given to them in the Contract.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty and extends throughout the Term of this Contract (“**TAP Warranty Term**”).
 - 1.1 **TAP Warranty**. Throughout the TAP Warranty Term, Axon will repair or replace a Device that is not functioning for any reason except for damage related to: (a) failure to follow Axon Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon (unless Axon provided written permission); (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon’s written permission; or (f) Devices with a defaced or removed serial number.
 - 1.2 If Axon receives a warranty claim for an Axon manufactured Device during the TAP Warranty Term, Axon’s sole responsibility is to repair or replace the Device with the same or like Device, at Axon’s option and expense. Unless the State otherwise agrees in writing, a replacement Axon Device will be new and will be at least the same or equivalent version. Axon will warrant the replacement Axon Device for the TAP Warranty Term. If Agency exchanges a device or part, upon the State’s Acceptance of the replacement Device, the replacement item becomes Agency’s property, and the replaced item becomes Axon’s property. Before delivering an Axon Device for service, Agency must upload Axon Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon Device sent to Axon for service.
2. **Officer Safety Plan**. The State is not purchasing an Officer Safety Plan (“**OSP**”).
3. **OSP 7 Term**. State is not purchasing an Officer Safety Plan (“**OSP**”).
4. **TAP BWC Upgrade**. If Agency has no outstanding undisputed payment obligations, Axon will provide Agency a new Axon body-worn camera (“**BWC Upgrade**”) as scheduled in the Quote for Axon Body Worn Cameras and TAP attached to Change Notice 1. Axon will provide a BWC Upgrade that is the same or like Device, at Axon’s option, and such BWC Upgrade will be new and will be the newest model Axon has available. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock. Pursuant to Section 5 of this Appendix, Agency will be eligible for Axon Dock upgrades.
5. **TAP Dock Upgrade**. If Agency has no outstanding undisputed payment obligations, Axon will provide Agency a new Axon Dock as scheduled in the Quote (“**Dock Upgrade**”). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon’s option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon’s option. Notwithstanding the foregoing, Axon will ensure that any Dock Upgrade is new, will be a version that is the newest model Axon has available, and that any Dock Upgrade will function with the BWC Upgrade the State is receiving pursuant to Section 4.

- 6 **Upgrade Delay.** Axon may not ship the BWC and Dock Upgrades without prior confirmation from the State Program Manager.
- 7 **Upgrade Change.** If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
- 8 **Return of Original Device.** Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.
- 9 **Termination.**
 - 9.1 **Termination for Axon's Breach:** If Agency terminates this Agreement due to Axon's uncured breach, Agency will retain title to Axon body worn cameras, Axon Docks, and other Devices and accessories that are in its possession. In the event the State is owed a BWC Upgrade or Dock Upgrade pursuant to Sections 4 and 5, Axon will provide such upgrades to Agency. In the event Agency has paid amounts towards a future BWC Upgrade or Dock Upgrade but is not owed a BWC Upgrade or Dock Upgrade, Axon will return any prepaid but unearned fees.
 - 9.2 **Termination for Non-Appropriation:** If Agency terminates this Agreement due to non-appropriation of funding, TAP coverage will terminate as of the date of termination and no refunds will be given. Axon will not and has no obligation to provide the Upgrade Models after the date of termination. Agency will retain title to the Axon body worn cameras, Axon Docks, and other Devices and accessories that are in its possession.
 - 9.3 **Termination for Convenience:** If Agency terminates this Agreement for convenience, TAP coverage will terminate as of the date of termination and no refunds will be given. Axon will not and has no obligation to provide the Upgrade Models after the date of termination. Agency will retain title to the Axon body worn cameras, Axon Docks, and other Devices and accessories that are in its possession.



AXON

Michigan Department of Natural Resources

AXON SALES REPRESENTATIVE

Brian Moutinho

9168062275

bmoutinho@axon.com

ISSUED

10/19/2020



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

SALES REPRESENTATIVE

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Lansing, MI 48933
US

BILL TO

Michigan Department of Natural Resources
Constitutional Hall
525 W Allegan St
PO Box 30031
Lansing, MI 48933
US

Year 1

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	10	16	280.00	280.00	4,480.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	10	2	295.00	295.00	590.00
73202	AXON BODY 3 - NA10		16	699.00	699.00	11,184.00
74210	AXON BODY 3 - 8 BAY DOCK		2	1,495.00	1,495.00	2,990.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		21	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		16	0.00	0.00	0.00
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	15	16	420.00	420.00	6,720.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	15	2	442.50	442.50	885.00
Other						
73827	AB3 CAMERA TAP WARRANTY	46	16	0.00	0.00	0.00
73828	AB3 8 BAY DOCK TAP WARRANTY	46	2	0.00	0.00	0.00

Year 1 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other (Continued)						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		2	0.00	0.00	0.00
					Subtotal	26,849.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	26,849.00

Year 2

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	16	336.00	336.00	5,376.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
					Subtotal	6,084.00
					Estimated Tax	0.00
					Total	6,084.00

Year 3

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	16	336.00	336.00	5,376.00
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
Other						
73309	AXON BODY CAMERA REFRESH ONE		16	0.00	0.00	0.00
73689	MULTI-BAY BWC DOCK MID REFRESH		2	0.00	0.00	0.00
					Subtotal	6,084.00
					Estimated Tax	0.00
					Total	6,084.00

Year 4

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
87063	TECH ASSURANCE PLAN BODY 3 CAMERA PAYMENT	12	16	336.00	336.00	5,376.00

Year 4 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware (Continued)						
87062	TECH ASSURANCE PLAN 8-BAY BODY 3 DOCK PAYMENT	12	2	354.00	354.00	708.00
Other						
73310	AXON BODY CAMERA REFRESH TWO		16	0.00	0.00	0.00
73688	MULTI-BAY BWC DOCK FINAL REFRESH		2	0.00	0.00	0.00
					Subtotal	6,084.00
					Estimated Tax	0.00
					Total	6,084.00
Grand Total						45,101.00

Summary of Payments

Payment	Amount (USD)
Year 1	26,849.00
Year 2	6,084.00
Year 3	6,084.00
Year 4	6,084.00
Grand Total	45,101.00

Notes

This quote is co-termed with quote Q-210638 (executed contract #00023678). Year one has been prorated to 9.5 months align with agency annual billing dates. This has been done according to an anticipated ship date range of 12/1/2020-12/15/2020. The end date of these subscriptions is subject to change if the ship/start date changes.

Axon Body 3 and dock hardware contained in this quote will be covered under the Technology Assurance Plan (TAP) and will be eligible for replacements at the same time as the equipment originally deployed on this existing contract as determined by quote Q-210638.

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only

		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
		SO #:
Review 1	Review 2	
Comments:		



STATE OF MICHIGAN PROCUREMENT
 Department of Technology, Management and Budget
 525 W. Allegan St., Lansing, MI 48913
 P.O. Box 30026 Lansing, MI 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **171-190000000393**

between
 THE STATE OF MICHIGAN
 and

CONTRACTOR	Axon Enterprises, Inc.
	17800 N 85 th St.
	Scottsdale, AZ 85255-6311
	Alissa McDowell
	480-905-2038
	Amcdowell@axon.com
	CV0065487

STATE	Program Manager	Manny Rosales	DTMB
		517-241-4652	
	RosalesM@michigan.gov		
	Contract Administrator	Jennifer Bronz	DTMB
517-248-0493			
BronzJ@michigan.gov			

CONTRACT SUMMARY			
DESCRIPTION: DNR LED Digital Evidence Capture System			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
9/27/2019	9/27/2024	N/A	9/27/2024
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45			
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
New Master Agreement issued from CPC# 180000000031			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$245,378.20

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Jennifer Bronz – IT Category Manager

Name & Title

DTMB – Central Procurement Services

Agency

Date



STATE OF MICHIGAN

CONTRACT TERMS Software as a Service (SaaS)

This Software as a Service Contract (this “**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Axon Enterprise, Inc. (“**Contractor**” or “**Axon**”), a DELAWARE CORPORATION. This Contract is effective on September 27, 2019 (“**Effective Date**”), and unless earlier terminated, will expire on September 27, 2024 (the “**Term**”).

1. Definitions.

“**Accept**” has the meaning set forth in **Section 4.2(b)**.

“**Acceptance**” for Software and Hosted Services, has the meaning set forth in **Section 4.2(b)**. For Hardware, Acceptance has the meaning set forth in **Section 4.3(c)(i)**.

“**Action**” has the meaning set forth in **Section 13.1**.

“**Allegedly Infringing Features**” has the meaning set forth in **Section 13.3(b)(ii)**.

“**API**” means all Application Programming Interfaces and associated API Documentation provided by Contractor, and as updated from time to time, to allow the Software to integrate with various State and third party software.

“**Approved Open-Source Components**” means Open-Source Components that may be included in or used in connection with the Software and are specifically identified in an exhibit to this Contract and approved by the State.

“**Authorized Users**” means all Persons authorized by the State to access and use the Services through the State’s account under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“**Availability Requirement**” has the meaning set forth in **Section 5**.

“**Business Day**” means a day other than a Saturday, Sunday or State Holiday.

“**Change Notice**” has the meaning set forth in **Section 2.2**.

“**Code**” has the meaning set forth in **Section 19**.

“Confidential Information” has the meaning set forth in **Section 10.1**.

“Configuration” means State-specific changes made to the Software without Source Code or structural data model changes occurring.

“Contract” has the meaning set forth in the preamble.

“Contract Administrator” is the individual appointed by each party to (a) administer the terms of this Contract, and (B) approve and execute any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the Statement of Work.

“Contractor” has the meaning set forth in the preamble.

“Contractor Personnel” means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of Services.

“Contractor Security Officer” has the meaning set forth in **Section 2.5(a)**.

“Contractor Service Manager” has the meaning set forth in **Section 2.5(a)**.

“Deliverables” means the Hardware, Software, and all other documents and other materials that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in the Statement of Work.

“Documentation” means all generally available documentation relating to the Services, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Services, including any functionality, testing, operation or use thereof.

“DR Plan” has the meaning set forth in **Section 12(a)**.

“Effective Date” has the meaning set forth in the preamble.

“Fees” has the meaning set forth in **Section 8.1**.

“Force Majeure Event” has the meaning set forth in **Section 17**.

“Hardware” means all hardware or other equipment that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including but not limited to all cameras, docks, mounting units, camera data storage and other accessories, IT hardware, and all items identified as equipment or hardware in the applicable Statement of Work.

“Harmful Code” means any software, hardware or other technologies, devices or means, the purpose or effect of which is to: (a) permit unauthorized access to, or to destroy, disrupt, disable, distort,

or otherwise harm or impede in any manner, any (i) computer, software, firmware, hardware, system or network, or (ii) any application or function of any of the foregoing or the integrity, use or operation of any data Processed thereby; or (b) prevent the State or any Authorized User from accessing or using the Services or Contractor Systems as intended by this Contract, and includes any virus, bug, trojan horse, worm, backdoor or other malicious computer code and any time bomb or drop dead device.

"HIPAA" has the meaning set forth in **Section 9.1**.

"Hosted Services" has the meaning set forth in **Section 2.1(a)**.

"Intellectual Property Rights" means any and all rights comprising or relating to: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) authorship rights, copyrights and copyrightable works (including computer programs) and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

"Key Personnel" means any Contractor Personnel identified as key personnel in this Contract or any Statement of Work.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"License Agreement" has the meaning set forth in **Section 3.2**.

"Loss" means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. "Losses" has a correlative meaning.

"Maintenance Release" means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

"New Version" means any new version of the Software that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“Open-Source Components” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“Open-Source License” has the meaning set forth in **Section 3.6**.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“Personal Health Information (PHI)” has the meaning set forth in **Section 9.1**.

“Personally Identifiable Information (PII)” has the meaning set forth in **Section 9.1**.

“Process” means to perform any operation or set of operations on any data, information, material, work, expression or other content, including to (a) collect, receive, input, upload, download, record, reproduce, store, organize, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other improvements or derivative works, (b) process, retrieve, output, consult, use, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or (c) block, erase or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“RPO” or **“Recovery Point Objective”** means the maximum amount of potential data loss in the event of a disaster.

“RTO” or **“Recovery Time Objective”** means the period of time to fully restore the Hosted Services in the case of a disaster.

“Reject” has the meaning set forth in **Section 4.2(b)**.

“Rejection” has the meaning set forth in **Section 4.2(b)**.

“Representatives” means a party’s employees, officers, directors, consultants, legal advisors and, with respect to Contractor, Contractor’s Subcontractors.

“RFP” means the State’s request for proposal, or other competitive solicitation or proof of concept process designed to solicit responses for Services under this Contract.

“Service Level Agreement” means the service level agreement attached as **Schedule B** to this Contract, setting forth Contractor’s obligations with respect to the hosting, management and operation of the Service Software.

“**Service Software**” means any and all software applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Contractor provides remote access to and use of as part of the Services.

“**Services**” has the meaning set forth in **Section 2**.

“**Software**” means all software and applications, including mobile applications, to be installed on State Systems that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, and any Maintenance Releases or New Versions provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and the License Agreement.

“**Source Code**” means the human readable source code of the Service Software to which it relates, in the programming language in which the Service Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Service Software.

“**Specifications**” means the specifications for the Services set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

“**State**” has the meaning set forth in the preamble.

“**State Data**” has the meaning set forth in **Section 9.1**.

“**State Modification**” has the meaning set forth in **Section 13.2(a)**.

“**State Project Manager**” has the meaning set forth in **Section 2.8**.

“**State Systems**” means the information technology infrastructure, including the computers, mobile devices, hardware, software, databases, electronic systems (including database management systems) and networks, of the State or any of its designees.

“**Statement of Work**” has the meaning set forth in **Section 2.1(a)**. The Initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedule A-1, A-2, A-3, etc.

“**Subcontractor**” means any entity that performs any Services under this Contract and otherwise has the meaning set forth in **Section 2.4(a)**.

“**Support Services**” has the meaning set forth in **Section 6**.

“**Support Service Level Requirement**” has the meaning set forth in **Section 6**.

“**Term**” has the meaning set forth in the preamble.

“**Transition Period**” has the meaning set forth in **Section 7.3**.

“**Transition Responsibilities**” has the meaning set forth in **Section 7.3**.

“**User Data**” means any and all information reflecting the access or use of the Hosted Services by or on behalf of the State or any Authorized User, including any end user profile, visit, session, impression, click-through or click-stream data and any statistical or other analysis, information or data based on or derived from any of the foregoing.

“**Work Product**” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to computer scripts, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract.

2. Services.

2.1 Services. Throughout the Term and at all times in connection with its actual or required performance under this Contract, Contractor will, in accordance with all terms and conditions set forth in this Contract and each applicable Statement of Work, provide to the State and its Authorized Users the following services (“**Services**”):

(a) the hosting, management and operation of the Service Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”) as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract (each, a “**Statement of Work**”);

(b) maintain the Availability Requirement set forth in the Service Level Agreement attached as **Schedule B** to this Contract;

(c) provide maintenance and Support Services as set forth in the Service Level Agreement, attached as **Schedule B**;

(d) implement and maintain the security requirements set forth in **Schedule C** to this Contract;

(e) maintain a DR plan, which is attached as **Schedule D** to this Contract; and

(f) such other services and Deliverables as may be specified in this Contract and the applicable Statement of Work.

2.2 Change Notices.

(a) Any modifications or changes to the Services under any executed Statement of Work will be effective only if and when memorialized in a mutually agreed written change notice (“**Change Notice**”) signed by both Parties, provided, however, that for any Services provided on a limited basis (for example, on a per user, server, CPU or named-user basis), the State may, at any time, increase or decrease the number of its licenses hereunder subject to a corresponding forward-going adjustment of the Fees to reflect these changes in accordance with the pricing set forth in the applicable Statement of Work.

(b) In the event the Services are customizable, a more detailed change control process may be specified in the applicable Statement of Work. In such event, the change control process set forth in such Statement of Work shall control.

2.3 Compliance with Laws. Contractor must comply with all applicable Laws as they concern this Contract, including by securing and maintaining all required and appropriate visas, work permits, business licenses and other documentation and clearances necessary for performance of the Services.

2.4 Subcontracting. Contractor will not itself, and will not permit any Person to, subcontract any Services, in whole or in part, without providing the State at least 30 days prior written notice . Axon will also promptly provide any additional information about the proposed Subcontractor if requested by the State. Within 60 days of receiving such notice, the State, upon providing written notice to Contractor of its objections to such Subcontractor, may terminate this Contract, in whole or in part, with no liability, obligation or penalty to the State by reason of such termination and the State will receive a prorated refund of any remaining unused prepaid Services. Without limiting the foregoing:

(a) Contractor must ensure each Contractor subcontractor (including any subcontractor of a Contractor subcontractor, each, a “**Subcontractor**”) complies with all relevant terms of this Contract, including but not limited to all provisions relating to State Data or other Confidential Information of the State, security, and the security requirements set forth in **Schedule C** to this Contract;

(b) the Contractor’s use of any such Subcontractor does not relieve Contractor of its representations, warranties or obligations under this Contract;

(c) Contractor will remain responsible and liable for any and all: (i) performance required hereunder, including the proper supervision, coordination and performance of the Services; and (ii) acts and omissions of each Subcontractor (including, such Subcontractor’s employees and agents, who, to the extent they are involved in providing any Services, are deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor;

(d) any noncompliance by any Subcontractor or its employees or agents with the provisions of this Contract or any Statement of Work will constitute a breach by Contractor;

(e) prior to the provision of Services by any Subcontractor, Contractor must obtain from each such proposed Subcontractor:

(i) the identity of such Subcontractor and the location of all its data centers, if any, that will be used in Processing any State Data, which information Contractor shall promptly disclose to the State in writing; and

(f) a written confidentiality and restricted use agreement, giving the State rights at least equal to those set forth in **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security) and **Section 12** (Disaster Recovery) and containing the Subcontractor's acknowledgment of, and agreement to, the provisions of **Section 2.5** (Contractor Personnel), a fully-executed copy of which agreement Contractor will promptly provide to the State upon the State's request.

2.5 Contractor Personnel. Contractor will:

(a) subject to the prior written approval of the State, appoint: (i) a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of support requests and the Support Services (the "**Contractor Service Manager**"); and (ii) a Contractor employee to respond to the State's inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto ("**Contractor Security Officer**"); and (iii) other Key Personnel, who will be suitably skilled, experienced and qualified to perform the Services;

(b) provide names and contact information for Contractor's Key Personnel in the Statement of Work;

(c) maintain the same Contractor Service Manager, Contractor Security Officer and other Key Personnel throughout the Term and such additional period, if any, as Contractor is required to perform the Services, except for changes in such personnel due to: (i) the State's request pursuant to **Section 2.5(d)**; or (ii) the death, disability, resignation or termination of such personnel or other circumstances outside Contractor's reasonable control; and

(d) upon the reasonable written request of the State, promptly replace any Key Personnel of Contractor.

2.6 Management and Payment of Contractor Personnel.

(a) Contractor is solely responsible for the payment of Contractor Personnel, including all fees, expenses and compensation to, by or on behalf of any Contractor Personnel and, if applicable, the withholding of income taxes and payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

(b) Contractor will ensure that no Person who has been convicted of a felony or any misdemeanor involving, in any way, theft, fraud, or bribery provides any Services or has access to any State Data, State Systems or State facilities. On a case-by-case basis, the State may request that Contractor initiate a background check on any Contractor Personnel before they may have access to State Data, State Systems or State facilities. Any request for a background check shall be initiated by the State and must be reasonably related to the type of work requested. The scope of the background check is at the discretion of the State and the results shall be used solely to determine the eligibility of Contractor Personnel to work with State Data, State Systems or in State facilities. If provided to the State, results of background checks will be promptly returned to Contractor, and will be treated as Confidential Information. All investigations will include a Michigan State Police Background check (ICHAT) and may include a National Crime Information Center (NCIC) Finger Print check. Contractor will present attestation of satisfactory completion of such tests. Contractor is responsible for all costs and expenses associated with such background checks.

2.7 Time is of the Essence. Contractor acknowledges and agrees that time is of the essence with respect to its obligations under this Contract and that prompt and timely performance of all such obligations, including all timetables and other requirements of this Contract and each Statement of Work, is strictly required.

2.8 State Project Manager. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to implementation of the Services (the "**State Project Manager**").

3. License Grant and Restrictions.

3.1 Contractor License Grant for Hosted Services. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free (except for the fees provided herein) right and license during the Term and such additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

(a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;

(b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Services;

(c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Services under this Contract; and

(d) access and use the Services for all such non-production uses and applications as may be necessary or useful for the effective use of the Hosted Services hereunder, including for purposes of analysis, development, configuration, integration, testing, training, maintenance, support and repair,

which access and use will be without charge and not included for any purpose in any calculation of the State's or its Authorized Users' use of the Services, including for purposes of assessing any Fees or other consideration payable to Contractor or determining any excess use of the Hosted Services as described in **Section 3.4**. For clarification, there is no separate non-production environment provided under this Contract.

3.2 Contractor License Grant for Software. Contractor hereby grants to the State and its Authorized Users the right and license to use the Software and Documentation in accordance with the terms and conditions of this Contract and the License Agreement set forth in **Schedule E** (the "**License Agreement**").

(a) Subject to the rights and licenses granted by Contractor in this Contract and the License Agreement, and the provisions of **Section** Error! Reference source not found.:

- (i) Contractor reserves and retains its entire right, title and interest in and to all Intellectual Property Rights arising out of or relating to the Software; and
- (ii) none of the State or Authorized Users acquire any ownership of Intellectual Property Rights in or to the Software or Documentation as a result of this Contract.

(b) As between the State, on the one hand, and Contractor, on the other hand, the State has, reserves and retains, sole and exclusive ownership of all right, title and interest in and to User Data, including all Intellectual Property Rights arising therefrom or relating thereto

3.3 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

3.4 Use. The State will pay Contractor the corresponding Fees set forth in the Statement of Work for all Authorized Users access and use of the Service Software. Such Fees will be Contractor's sole and exclusive remedy for use of the Service Software, including any excess use.

3.5 State License Grant. The State hereby grants to Contractor a limited, non-exclusive, non-transferable license (i) to use the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos, solely in accordance with the State's specifications, and (ii) to display, reproduce, distribute and transmit in digital form the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos in connection with promotion of the Services as communicated to Contractor by the State. Use of the State's (or individual agency's, department's or division's) name, trademarks, service marks or logos will be specified in the applicable Statement of Work.

3.6 Open-Source Licenses. Any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("**Open-Source**

License”). Contractor shall, upon the State’s request, identify and describe each of the Open-Source Components of the Software, and include all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available. Ownership of all Intellectual Property Rights in Open-Source Components shall remain with the respective owners thereof, subject to the State’s rights under the applicable Open-Source Licenses.

3.7 Ownership Rights in API and Work Product. The State is and will be the sole and exclusive owner of all right, title, and interest in and to all API and Work Product developed exclusively for the State under this Contract, including all Intellectual Property Rights. In furtherance of the foregoing:

(a) Contractor will create all API and Work Product as work made for hire as defined in Section 101 of the Copyright Act of 1976; and

(b) to the extent any API, Work Product, or Intellectual Property Rights do not qualify as, or otherwise fails to be, work made for hire, Contractor hereby:

(i) assigns, transfers, and otherwise conveys to the State, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such API or Work Product, including all Intellectual Property Rights; and

(c) irrevocably waives any and all claims Contractor may now or hereafter have in any jurisdiction to so-called “moral rights” or rights of *droit moral* with respect to the API or Work Product.

4. Service Preparation, Testing and Acceptance.

4.1 Service Preparation. Promptly upon the parties’ execution of a Statement of Work, Contractor will take all steps necessary to make the Services procured thereunder ready and available for the State’s use in accordance with the Statement of Work and this Contract, including any applicable milestone date or dates set forth in such Statement of Work. Contractor will deliver, install, configure, integrate, and otherwise provide and make fully operational the Software on or prior to the applicable milestone date in accordance with the criteria set forth in the Statement of Work.

4.2 Software and Hosted Services Testing and Acceptance. Unless otherwise specified in the Statement of Work, Acceptance Tests will be conducted as set forth in this **Section 4.2** to ensure the Hosted Services and the Software conform to the requirements of this Contract.

(a) When Contractor i) notifies the State in writing that the Hosted Services are ready for use in a production environment; or ii) upon installation of the Software on State Systems the State will have thirty (30) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the notice to test the Hosted Services or Software to determine whether they comply in all material respects with the requirements of this Contract and the Specifications.

(b) Upon completion of the State’s testing, the State will notify Contractor of its acceptance (“**Accept**” or “**Acceptance**”) or, if it has identified any noncompliance with the Specifications, rejection

("Reject" or "Rejection") of the Hosted Services or Software. If the State Rejects the Hosted Services or Software, the State will provide a written list of items that must be corrected. On receipt of the State's notice, Contractor will promptly commence, at no additional cost or charge to the State, all reasonable efforts to complete, as quickly as possible and in any event within twenty (20) days (or such other period as may be agreed upon by the Parties in writing) from receipt of the State's notice, such necessary corrections, repairs and modifications to the Hosted Services or Software to bring them into full compliance with the Specifications.

(c) If any corrective measures are required under **Section 4.2(b)**, upon completion of all such measures, Contractor will notify the State in writing and the process set forth in **Section 4.2(a)** and **Section 4.2(b)** will be repeated; provided that if the State determines that the Hosted Services or Software, as revised, still do not comply in all material respects with the Specifications, the State may, in its sole discretion:

- (i) require the Contractor to repeat the correction, repair and modification process set forth in **Section 4.2(b)** at no additional cost or charge to the State; or
- (ii) terminate any and all of the relevant Statement of Work, this Contract and any other Statements of Work hereunder.

(d) The parties will repeat the foregoing procedure until the State Accepts the Hosted Services or Software or elects to terminate the relevant Statement of Work as provided in **Section 4.2(c)(ii)** above. If the State so terminates the relevant Statement of Work, Contractor must refund to the State all sums previously paid to Contractor under such Statement of Work within ten (10) Business Days of the State's written notice of termination, and the State will be relieved of all obligations thereunder.

(e) Upon delivery and installation of any API or Configuration to the Hosted Services or Software under the Statement of Work, additional Acceptance Tests will be performed on the modified Hosted Services or Software as a whole to ensure full operability, integration, and compatibility among all elements of the Hosted Services and Software ("**Integration Testing**"). Integration Testing is subject to all procedural and other terms and conditions set forth in this **Section 4.2**.

(f) Documentation. Contractor must provide to the State all end-user documentation for the Hardware. The documentation, at a minimum, must include all the documentation available to consumers from the manufacturer of the Hardware about the technical specifications of the Hardware, installation requirements, and operating instructions, as well as details about the software programs with which the Hardware functions, if any.

5. Service Availability. Contractor will make the Hosted Services available, as measured over the course of each calendar month during the Term, in accordance with the provisions set forth in the Service Level Agreement, attached as **Schedule B** to this Contract (the "**Availability Requirement**").

6. Support and Maintenance Services. Contractor will provide Hosted Services, Software, and Hardware maintenance and support services (collectively, “**Support Services**”) in accordance with the provisions set forth in the Service Level Agreement, attached as **Schedule B** to this Contract (the “**Support Service Level Requirement**”).

6.1 Contractor will provide manufacturer’s warranties regarding all Hardware or as otherwise provided for in this Contract.

6.2 Maintenance Releases. Provided that the State is current on its applicable support Fees, during the Term, Contractor shall provide the State, at no additional charge, with all Maintenance Releases and New Versions, each of which will constitute Software and be subject to the terms and conditions of this Contract.

6.3 Installation. The State has no obligation to install or use any Maintenance Release or New Versions. If the State wishes to install any Maintenance Release or New Version, the State shall have the right to have such Maintenance Release or New Version installed, in the State’s discretion, by Contractor or other authorized party as set forth in the Statement of Work. Contractor shall provide the State, at no additional charge, adequate Documentation for installation of the Maintenance Release or New Version, which has been developed and tested by Contractor and Acceptance Tested by the State. The State’s decision not to install or implement a Maintenance Release or New Version of the Software will not affect its right to receive Support Services throughout the Term of this Contract.

7. Termination, Expiration and Transition.

7.1 Termination for Cause. In addition to any right of termination set forth elsewhere in this Contract:

(a) The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (i) endangers the value, integrity, or security of State Systems, State Data, or the State’s facilities or personnel; (ii) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; or (iii) breaches any of its material duties or obligations under this Contract. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

(b) If the State terminates this Contract under this **Section 7.1**, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of this Contract, the termination will be deemed to have been a termination for convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in **Section 7.2**.

(c) The State will only pay for amounts due to Contractor for Services accepted by the State on or before the date of termination, subject to the State’s right to set off any amounts owed by the

Contractor for the State's reasonable costs in terminating this Contract. Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination. Further, Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Services from other sources.

7.2 Termination for Convenience. The State may immediately terminate this Contract in whole or in part, without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance immediately, or (b) continue to perform in accordance with **Section 7.3**. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities to the extent the funds are available.

7.3 Transition Responsibilities. Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days; the "**Transition Period**"), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract to continue without interruption or adverse effect, and to facilitate the orderly transfer of the Services to the State or its designees. Such transition assistance may include but is not limited to: (a) continuing to perform the Services at the established Statement of Work rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Services to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all State Data which will include providing the State access to and assistance with Contractor's API or bulk data download features; and (d) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, the "**Transition Responsibilities**"). If the return of State Data requires custom services beyond the use Contractor's API or bulk data download features, Contractor may charge additional Fees for such services pursuant to the Pricing Schedule. The Term of this Contract is automatically extended through the end of the Transition Period.

7.4 Effect of Termination. Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason:

(a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 7.3**.

(b) All licenses granted to Contractor in State Data will immediately and automatically also terminate. Within five (5) Business Days from the date of termination, Contractor must return to the State all State Data not required by Contractor for its Transition Responsibilities, if any.

(c) Within five (5) Business Days after the completion of the Transition Period, or if there is no Transition Period within five (5) Business Days from the date of termination, Contractor will (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information received from the State, or created or received by a party

on behalf of the State, which is in Contractor's possession, custody, or control; (ii) permanently erase the State's Confidential Information from its computer systems; (iii) for the State's Confidential Information that does not reside in its computer systems, if Contractor determines that the return of the Confidential Information is not feasible, Contractor will destroy the Confidential Information; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 7.4(c)**. Notwithstanding the foregoing, for the State's Confidential Information (which includes without limitation any metadata) that is stored in Contractor's disaster recovery environment (which includes without limitation Amazon Web Services, or any other Contractor or Subcontractor site used for disaster recovery), Contractor will destroy the State's Confidential Information pursuant to Contractor's retention schedule (which will be no more than 3 years) and, until the State's Confidential Information is destroyed, maintain the State's Confidential Information according to the security requirements of this Contract, including keeping it inside the continental U.S. The State does not require certification of the destruction of its Confidential Information from Contractor's disaster recovery environment.

(d) Within five (5) Business Days after of the completion of the Transition Period, or if there is no Transition Period within five (5) Business Days from the date of termination, the State will (i) return to the Contractor any and all Confidential Information received from the Contractor, or created or received by a party on behalf of the Contractor, which is in the State's possession, custody, or control; (ii) if the State determines that the return of any Confidential Information is not feasible, the State will destroy the Confidential Information and certify the same in writing to Contractor; and (iii) certify in writing to Contractor that it has complied with the requirements of this **Section 7.4(c)**.

(e) Notwithstanding any provisions of this Contract or any Statement of Work to the contrary, upon the State's termination of this Contract or any Statement of Work for cause pursuant to **Section 7.1**, the State will have the right and option to continue to access and use the Services under each applicable Statement of Work, in whole and in part, for a period not to exceed one hundred and eighty (180) days from the effective date of such termination pursuant to the terms and conditions of this Contract and each applicable Statement of Work and at a reduced rate of fifty (50%) off the applicable Fees set forth in each such Statement of Work.

7.5 Survival. The rights, obligations and conditions set forth in this **Section 7.5** and **Section 1** (Definitions), **Section 7.3** (Effect of Termination; Data Retention), **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 13.1** (Indemnification), **Section 14** (Limitations of Liability), **Section 15** (Representations and Warranties), **Section 16** (Insurance) and **Section 19** (Effect of Contractor Bankruptcy) and **Section 20** (General Provisions), and any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Contract, survives any such termination or expiration hereof.

8. Fees and Expenses.

8.1 Fees. Subject to the terms and conditions of this Contract, the applicable Statement of Work, and the Service Level Agreement, the State shall pay the fees set forth in the applicable Statement of Work ("**Fees**"). Contractor's Fees are fixed during the the Term.

8.2 Responsibility for Costs. Contractor is responsible for all costs and expenses incurred in or incidental to the performance of Services, including all costs of any materials supplied by Contractor, all fees, fines, licenses, bonds, or taxes required of or imposed against Contractor, and all other of Contractor's costs of doing business.

8.3 Taxes. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Contract are for the State's exclusive use. Notwithstanding the foregoing, all Fees are inclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

8.4 Invoices. Contractor will invoice the State for Fees in accordance with the requirements set forth in the Statement of Work, including any requirements that condition the rendering of invoices and the payment of Fees upon the successful completion of milestones. Contractor must submit each invoice in both hard copy and electronic format, via such delivery means and to such address as are specified by the State in the Statement of Work. Each separate invoice must:

(a) clearly identify the Contract and purchase order number to which it relates, in such manner as is required by the State;

(b) list each Fee item separately;

(c) include sufficient detail for each line item to enable the State to satisfy its accounting and charge-back requirements;

(d) for Fees determined on a time and materials basis, report details regarding the number of hours performed during the billing period, the skill or labor category for such Contractor Personnel and the applicable hourly billing rates;

(e) include such other information as may be required by the State as set forth in the Statement of Work; and

(f) Itemized invoices must be submitted to DTMB-Accounts-Payable@michigan.gov.

8.5 Payment Terms. Invoices are due and payable by the State, in accordance with the State's standard payment procedures as specified in 1984 Public Act no. 279, MCL 17.51, et seq., within forty-five (45) calendar days after receipt, provided the State determines that the invoice was properly rendered. The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment.

8.6 State Audits of Contractor.

(a) During the Term, and for four (4) years after, Contractor must maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information relevant to Contractor's compliance with this **Section 8**. During the Term, and for four (4) years after, upon the State's request, Contractor must make such books and records and appropriate personnel, including all financial information, available during normal business hours for inspection and audit by the State or its authorized representative, provided that the State: (a) provides Contractor with at least fifteen (15) days prior notice of any audit, and (b) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations.

(b) The State may take copies and abstracts of materials audited. The State will pay the cost of such audits unless an audit reveals an overbilling or over-reporting of five percent (5%) or more, in which case Contractor shall reimburse the State for the reasonable cost of the audit. Contractor must immediately upon written notice from the State pay the State the amount of any overpayment revealed by the audit, together with any reimbursement payable pursuant to the preceding sentence.

8.7 Payment Does Not Imply Acceptance. The making of any payment or payments by the State, or the receipt thereof by Contractor, will in no way affect the responsibility of Contractor to perform the Services in accordance with this Contract, and will not imply the State's Acceptance of any Services or the waiver of any warranties or requirements of this Contract, including any right to Service Credits.

8.8 Payment Disputes. The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State:

- (a) timely renders all payments and amounts that are not in dispute;
- (b) notifies Contractor of the dispute prior to the due date for payment, specifying in such notice:
 - (i) the amount in dispute; and
 - (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties;
- (c) works with Contractor in good faith to resolve the dispute promptly; and
- (d) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold or delay any Hosted Services or Support Services or fail to perform any other Services or obligations hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 8.8** or any dispute arising therefrom

8.9 Availability and Support Service Level Credits. Contractor acknowledges and agrees that any credits assessed under the Service Level Agreement: (a) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from not meeting the Availability

Requirement or the Support Service Level Requirement, which would be impossible or very difficult to accurately estimate; and (b) may, at the State's option, be credited or set off against any Fees or other charges payable to Contractor under this Contract or be payable to the State upon demand. Credits may not exceed the total amount of Fees that would be payable for the relevant service period in which the credits are assessed.

8.10 Right of Set-off. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

9. State Data.

9.1 Ownership. The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) User Data; and (b) the State's data collected, used, processed, stored, or generated in connection with the Services, including but not limited to (i) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Services, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements here listed; and (ii) personal health information ("**PHI**") collected, used, processed, stored, or generated as the result of the Services, which is defined under the Health Insurance Portability and Accountability Act ("**HIPAA**") and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This **Section 9.1** survives termination or expiration of this Contract.

9.2 Contractor Use of State Data. Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Services. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor's own purposes or for the benefit of anyone other than the State without the State's prior written consent. This **Section 9.2** survives termination or expiration of this Contract.

9.3 Backup and Extraction of State Data. Contractor will conduct, or cause to be conducted periodic back-ups of State Data at a frequency that will ensure the RPO requirements set forth in **Section 12(a)** of this Contract. All backed up State Data shall be located in the continental United States. The State may download State Data at any time utilizing Contractor's API or bulk data download features. If

the State requires custom services beyond the use of Contractor's API or bulk data download features, Contractor may charge additional Fees for such services pursuant to the Pricing Schedule.

9.4 Discovery. Contractor shall immediately notify the State upon receipt of any requests which in any way might reasonably require access to State Data or the State's use of the Hosted Services. Contractor shall notify the State Project Manager by the fastest means available and also in writing. In no event shall Contractor provide such notification more than twenty-four (24) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, FOIA requests, and other legal requests related to the State without first notifying the State and obtaining the State's prior approval of Contractor's proposed responses. Contractor agrees to provide its completed responses to the State with adequate time for State review, revision and approval.

9.5 Loss or Compromise of Data. In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence impacting only the Michigan Department of Natural Resources DNR or any specific State Agency and no later than seventy-two (72) hours of becoming aware of such occurrence impacting multiple agencies or customers; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State's sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's

representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 9.5** are to be considered direct damages and not consequential damages. This **Section 9.5** survives termination or expiration of this Contract.

9.6 HIPAA Compliance. The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.

9.7 ADA Compliance. The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. Contractor's Service Software must comply, where relevant, with level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0.

10. Confidentiality.

10.1 Meaning of Confidential Information. The term "**Confidential Information**" means all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was or is: (a) in the possession of the State and subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). Notwithstanding the above, in all cases and for all matters, State Data is deemed to be Confidential Information.

10.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential

Information confidential. Disclosure to the Contractor's subcontractor is permissible where: (a) the subcontractor is a Permitted Subcontractor; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the Permitted Subcontractor's responsibilities; and (c) Contractor obligates the Permitted Subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any of the Contractor's Representatives may be required to execute a separate agreement to be bound by the provisions of this **Section 10.2**.

10.3 Cooperation to Prevent Disclosure of Confidential Information. Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract. Each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

10.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

10.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Contract or a Statement of Work, in whole or in part, each party must return or destroy the Confidential Information of the other party pursuant to **Section 7.4**.

11. Security. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State's Confidential Information that comply with the requirements of the State's data security policies as set forth in **Schedule C**.

12. Disaster Recovery and Backup. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

(a) maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 15 minutes, and a Recovery Time Objective (RTO) of 12 hours (the "**DR Plan**"), and implement such DR Plan in the event of any unplanned interruption of the Hosted Services. Contractor's current DR Plan, revision history, and any reports or summaries relating to past testing of or pursuant to the DR Plan are attached as **Schedule D**. Contractor will actively test, review and update the DR Plan on at least an annual basis using industry best practices as guidance. Contractor will provide the State with a copy of the latest version of its DR Plan on an annual basis and upon the State's request. All updates to the DR Plan are subject to the requirements of this **Section 12**; and

(b) provide the State with an SSAE 16 or SSAE 18 SOC 2 Type 2 report (or other report as approved by the State) that includes an attestation that the DR Plan was tested. Such report will be provided on an annual basis within thirty (30) days after Contractor's receipt of such report and upon the State's request. If Contractor fails to reinstate all material Hosted Services within the periods of time set forth in the DR Plan, the State may, in addition to any other remedies available under this Contract, in its sole discretion, immediately terminate this Contract as a non-curable default under **Section 7.1(a)**.

13. Indemnification.

13.1 General Indemnification. Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") that does or is alleged to arise out of or result from:

(a) the Contractor's breach of any representation, warranty, covenant or obligation of Contractor under this Contract (including, in the case of Contractor, any action or failure to act by any Contractor Personnel that, if taken or not taken by Contractor, would constitute such a breach by Contractor); or

(b) any negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of any Services or other activity actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this **Section 13.1** arises out of, results from, or alleges a claim that any of the Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of **Section 13.2(a)** through **Section 13.3(b)** and **Section 13.3**.

13.2 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any:

(a) alteration or modification of the Software, Hosted Services or Service Software by or on behalf of the State or any Authorized User without Contractor's authorization (each, a "**State Modification**"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written specifications and (ii) the Software, Hosted Services or Service Software, as altered

or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and

(b) use of the Software, Hosted Services, or Service Software by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided, authorized or approved by or on behalf of Contractor, if (i) no violation of third party rights would have occurred without such combination and (ii) such software or service is not commercially available and not standard in Contractor's or the State's industry and there are no Specifications, Documentation, or other materials indicating Contractor's specification, authorization or approval of the use of the Software, Hosted Services, or Service Software in combination therewith.

13.3 Mitigation.

(a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit.

(b) Subject to the exclusions set forth in clauses (a) and (b) of **Section 13.2**, if any of the Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of any Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense:

- (i) procure for the State the right to continue to access and use the Services to the full extent contemplated by this Contract and the Specifications; or
- (ii) modify or replace all components, features and operations of the Services that infringe or are alleged to infringe ("**Allegedly Infringing Features**") to make the Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Services and be subject to the terms and conditions of this Contract.

(c) If neither of the remedies set forth in **Section 13.3(b)** is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will:

- (i) refund to the State any prepaid Fees for Services that have not been provided; and
- (ii) in any case, at its sole cost and expense, secure the right for the State to continue using the Allegedly Infringing Features for a transition period of up to six (6) months

to allow the State to replace the affected Services or Allegedly Infringing Features without disruption.

(d) The remedies set forth in this **Section 13.3** are in addition to, and not in lieu of, all other remedies that may be available to the State under this Contract or otherwise, including the State's right to be indemnified pursuant to **Section 13.1** and **Section 13.2**.

13.4 Indemnification Procedure. The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations. The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense, at its own expense, if the State deems necessary. Contractor will not, without the State's prior written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under this **Section 13**, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

14. Limitations of Liability.

(a) The State's Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

(b) The State's Limitation of Liability. EXCEPT FOR CONTRACTOR'S OBLIGATIONS UNDER SECTION 9.5 (LOSS OR COMPROMISE OF DATA) AND SECTION 13 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES SPECIFIED IN THIS CONTRACT.

15. Contractor Representations and Warranties.

15.1 Authority and Bid Response. Contractor represents and warrants to the State that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented under this Contract under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;

(b) it has the full right, power, and authority to enter into this Contract, to grant the rights and licenses granted under this Contract, and to perform its contractual obligations;

(c) the execution of this Contract by its Representative has been duly authorized by all necessary organizational action;

(d) when executed and delivered by Contractor, this Contract will constitute the legal, valid, and binding obligation of Contractor, enforceable against Contractor in accordance with its terms;

(e) the prices proposed by Contractor were arrived at independently, without consultation, communication, or agreement with any other Bidder for the purpose of restricting competition; the prices quoted were not knowingly disclosed by Contractor to any other Bidder to the RFP; and no attempt was made by Contractor to induce any other Person to submit or not submit a proposal for the purpose of restricting competition;

(f) all written information furnished to the State by or for Contractor in connection with this Contract, including Contractor's bid response to the RFP, is true, accurate, and complete, and contains no untrue statement of material fact or omits any material fact necessary to make the information not misleading; and

(g) Contractor is not in material default or breach of any other contract or agreement that it may have with the State or any of its departments, commissions, boards, or agencies. Contractor further represents and warrants that it has not been a party to any contract with the State or any of its departments that was terminated by the State within the previous five (5) years for the reason that Contractor failed to perform or otherwise breached an obligation of the contract.

15.2 Software and Service Warranties. Contractor represents and warrants to the State that:

(a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;

(b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable Law, including any Law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable Law that would preclude Contractor's performance of its material obligations hereunder;

(c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Software, Hosted Services, Documentation and all other Services

and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;

(d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened Action, and it has not received any written, oral or other notice of any Action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services, Software, or Service Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;

(e) the Service Software, Software, and Services will in all material respects conform to and perform in accordance with the Specifications and all requirements of this Contract, including the Availability and Availability Requirement provisions set forth in **Section 5**;

(f) all Specifications are, and will be continually updated and maintained so that they continue to be, current, complete and accurate and so that they do and will continue to fully describe the Software and the Hosted Services in all material respects such that at no time during the Term or any additional periods during which Contractor does or is required to perform the Services will the Software or the Hosted Services have any material undocumented feature;

(g) the Hosted Services, Software, and Services are and will remain free of Harmful Code;

(h) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;

(i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;

(j) no Maintenance Release or New Version, when properly installed in accordance with this Contract, will have a material adverse effect on the functionality or operability of the Software;

(k) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and

systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and

(l) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

15.3 Hardware Representations and Warranties. Contractor further represents and warrants to the State that:

(a) all Hardware is delivered free from any security interest, lien, or encumbrance and will continue in that respect;

(b) the Hardware will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;

(c) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Hardware; and

(d) the Hardware is merchantable and fit for the specific purposes identified in the Contract.

15.4 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

16. Insurance.

16.1 Required Coverage.

(a) **Insurance Requirements.** Contractor must maintain the insurances identified below and is responsible for all deductibles. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A" or better and a financial size of VII or better.

Insurance Type	Additional Requirements
Commercial General Liability Insurance	

<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Each Occurrence Limit</p> <p>\$1,000,000 Personal & Advertising Injury Limit</p> <p>\$2,000,000 General Aggregate Limit</p> <p>\$2,000,000 Products/Completed Operations</p> <p><u>Deductible Maximum:</u></p> <p>\$50,000 Each Occurrence</p>	<p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds using endorsement CG 20 10 11 85, or both CG 2010 07 04 and CG 2037 07 0.</p>
Umbrella or Excess Liability Insurance	
<p><u>Minimal Limits:</u></p> <p>\$5,000,000 General Aggregate</p>	<p>Contractor must have their policy endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds.</p>
Workers' Compensation Insurance	
<p><u>Minimal Limits:</u></p> <p>Coverage according to applicable laws governing work activities.</p>	<p>Waiver of subrogation, except where waiver is prohibited by law.</p>
Privacy and Security Liability (Cyber Liability) Insurance	
<p><u>Minimal Limits:</u></p> <p>\$1,000,000 Each Occurrence</p> <p>\$1,000,000 Annual Aggregate</p>	<p>Contractor must have their policy: (1) endorsed to add “the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents” as additional insureds; and (2) cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.</p>
Professional Liability (Errors and Omissions) Insurance	
<p><u>Minimal Limits:</u></p> <p>\$3,000,000 Each Occurrence</p> <p>\$3,000,000 Annual Aggregate</p>	

<u>Deductible Maximum:</u> \$50,000 Per Loss	
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(b) If any of the required policies provide **claim-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the effective date of the contract or the beginning of contract work; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the contract of work; and (c) if coverage is canceled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

(c) Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or purchase order number, at Contract formation and within 20 calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurances contained in this Section; (c) notify the Contract Administrator within 5 business days if any insurance is cancelled; and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

16.2 Non-waiver. This **Section 16** is not intended to and is not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

17. Force Majeure.

17.1 Force Majeure Events. Subject to **Section 17.2**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

17.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor’s performance under this Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate this Contract by written notice to Contractor if a Force Majeure Event affecting Contractor’s performance hereunder continues substantially

uninterrupted for a period of five (5) Business Days or more. Unless the State terminates this Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under this Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

17.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of this Contract:

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of the Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event; and

(b) no Force Majeure Event modifies or excuses Contractor's obligations under **Section 5** (Service Availability), **Section 6 (Support and Maintenance Services)**, **Section 9** (State Data), **Section 10** (Confidentiality), **Section 11** (Security), **Section 12** (Disaster Recovery) or **Section 13** (Indemnification), or any Availability Requirement or Support Service Level Requirement.

18. Software Escrow. The parties may enter into a separate intellectual property escrow agreement. Such escrow agreement will govern all aspects of Source Code escrow and release.

19. Effect of Contractor Bankruptcy. All rights and licenses granted by Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this agreement, including the Services, is and shall be deemed to be "embodiments" of "intellectual property" for purposes of and as such terms are used in and interpreted under section 365(n) of the United States Bankruptcy Code (the "**Code**") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory Statement of Works). Without limiting the generality of the foregoing, if Contractor or its estate becomes subject to any bankruptcy or similar proceeding, subject to the State's rights of election, all rights and licenses granted to the State under this Contract will continue subject to the respective terms and conditions of this Contract, and will not be affected, even by Contractor's rejection of this Contract.

20. General Provisions.

20.1 Further Assurances. Each party will, upon the reasonable request of the other party, execute such documents and perform such acts as may be necessary to give full effect to the terms of this Contract.

20.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Contract is to be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party has authority to contract for or bind the other party in any manner whatsoever.

20.3 Media Releases. News releases (including promotional literature and commercial advertisements) pertaining to this Contract or project to which it relates must not be made without the prior written approval of the State, and then only in accordance with the explicit written instructions of the State.

20.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this Section):

If to Contractor:

17800 N. 85th Street, Scottsdale, AZ 85255

E-mail: legal@axon.com

Attention: Legal

If to the State:

525 W. Allegan St. Lansing, MI 48913

E-mail: BronzJ@michigan.gov

Attention: Jennifer Bronz

Title: IT Category Manager

Notices sent in accordance with this **Section 20.4** will be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day, if sent after normal business hours of the recipient; or (d) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20.5 Headings. The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

20.6 Assignment. Contractor may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Contract, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the State's prior written consent. The State has the right to terminate this Contract in its entirety or any Services or Statements of Work hereunder, pursuant to **Section 7.2**, if Contractor delegates or otherwise transfers any of its obligations or performance hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, and no such delegation or other transfer will relieve Contractor of any of such obligations or performance. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Contractor (regardless of whether Contractor is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Contract for which the State's prior written consent is required. Any purported assignment, delegation, or transfer in violation of this **Section 20.6** is void.

20.7 No Third-party Beneficiaries. This Contract is for the sole benefit of the parties and nothing herein, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Contract.

20.8 Amendment and Modification; Waiver. This Contract may only be amended, modified or supplemented by an agreement in writing signed by each party's Contract Administrator. No waiver by any party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Contract will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

20.9 Severability. If any term or provision of this Contract is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Contract so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

20.10 Governing Law. This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in the Michigan Court of Claims. Complaints against the State must be initiated in Ingham County, Michigan. Contractor waives any objections, such as lack of personal jurisdiction or forum non conveniens. Contractor must appoint agents in Michigan to receive service of process

20.11 Equitable Relief. Each party to this Contract acknowledges and agrees that (a) a breach or threatened breach by such party of any of its obligations under this Contract would give rise to

irreparable harm to the other party for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by such party of any such obligations, the other party hereto is, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Contract agrees that such party will not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this **Section 20.11**.

20.12 Nondiscrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive [2019-09](#), Vendor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive [2019-09](#)), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract.

20.13 Unfair Labor Practice. Under 1980 PA 278, MCL 423.321, et seq., the State must not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. This information is compiled by the United States National Labor Relations Board. A contractor of the State, in relation to the contract, must not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, after award of the contract, the contractor as an employer or the name of the subcontractor, manufacturer or supplier of the contractor appears in the register.

20.14 Schedules. All Schedules that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Schedule A	Statement of Work
Schedule B	Service Level Agreement
Schedule C	Data Security Requirements
Schedule D	Disaster Recovery Plan
Schedule E	License Agreement
Schedule F	Pricing

20.15 Counterparts. This Contract may be executed in counterparts, each of which will be deemed an original, but all of which together are deemed to be one and the same agreement and will become effective and binding upon the parties as of the Effective Date at such time as all the signatories hereto have signed a counterpart of this Contract. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission (to which a signed copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Contract.

20.16 Administrative Fee and Reporting. Contractor must pay an administrative fee of 1% on all payments made to Contractor under the Contract including transactions with the State (including its departments, divisions, agencies, offices, and commissions), MiDEAL members, and other states (including governmental subdivisions and authorized entities). Administrative fee payments must be made by check payable to the State of Michigan and mailed to:

Department of Technology, Management and Budget
Cashiering
P.O. Box 30681
Lansing, MI 48909

Contractor must submit an itemized purchasing activity report, which includes at a minimum, the name of the purchasing entity and the total dollar volume in sales. Reports should be mailed to MiDeal@michigan.gov.

The administrative fee and purchasing activity report are due within 30 calendar days from the last day of each calendar quarter.

20.1 Extended Purchasing Program. This contract is extended to MiDEAL members. MiDEAL members include local units of government, school districts, universities, community colleges, and nonprofit hospitals. A current list of MiDEAL members is available at www.michigan.gov/mideal. Upon written agreement between the State and Contractor, this contract may also be extended to: (a) State of Michigan employees and (b) other states (including governmental subdivisions and authorized entities).

If extended, Contractor must supply all Contract Activities at the established Contract prices and terms. The State reserves the right to impose an administrative fee and negotiate additional discounts based on any increased volume generated by such extensions.

Contractor must submit invoices to, and receive payment from, extended purchasing program members on a direct and individual basis.

20.2 Entire Agreement. This Contract, together with all Schedules, Exhibits, and the Statement of Work constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Contract, the

Schedules, Exhibits, and the Statement of Work, the following order of precedence governs: (a) first, this Contract, excluding its Exhibits and Schedules, and the Statement of Work; and (b) second, the Statement of Work as of the Effective Date; and (c) third, the Exhibits and Schedules to this Contract as of the Effective Date. NO TERMS ON CONTRACTORS INVOICES, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE SERVICES, OR DOCUMENTATION HEREUNDER WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE OR ANY AUTHORIZED USER FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE AND THE AUTHORIZED USER, EVEN IF ACCESS TO OR USE OF SUCH SERVICE OR DOCUMENTATION REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.

STATE OF MICHIGAN

Contract No. 190000000393
DNR LED Digital Evidence Capture System

Schedule A Statement of Work

This Schedule identifies the requirements of the Contract.

1. DEFINITIONS

The following terms have the meanings set forth below. All initial capitalized terms that are not defined in this Statement of Work shall have the respective meanings given to them in the Contract Terms and Conditions. "Solution" means the Software-as-a-Service (SaaS) solution, including mobile and other applications and hardware, that the Contractor is providing under this Contract.

Term	Definition
DNR-LED	Department of Natural Resources – Law Enforcement Division

2. BACKGROUND

The Michigan Department of Natural Resources Law Enforcement Division (DNR-LED) was founded in 1887 and is Michigan's oldest statewide law enforcement agency. The Division has multiple responsibilities while playing a primary and vital role in safeguarding Michigan's vast array of natural resources for current and future generations. Our Law Enforcement Division team consists of highly dedicated sworn officers and civilians who strive to protect our citizens and our natural resources.

3. PURPOSE

Today's process and tools to collect and manage digital evidence are cumbersome and outdated often relying on multiple devices used by officers to record and manage digital evidence. Currently DNR-LED does not use body cameras and only 4 LED patrol vehicles have vehicle cameras all other tools to collect digital evidence are voice recorders and hand-held cameras. As of August 2017, all sworn officers were issued Apple iPhone 6's with data plans from either Verizon or AT&T based on the officer's preference regarding coverage in their area. The DNR-LED wishes to procure new tools to collect, store and manage digital evidence and also capitalize on the investment made by the Department to have a downloadable mobile app loaded on the officers' smart phones to capture digital evidence in the field specifically; pictures, videos & voice recordings. A Digital Evidence Management System (DEMS) web-based cloud back-end application is needed to store and manage the data.

4. CONTRACT TERM

The contract term is set forth in the preamble of the Contract.

5. SPECIFIC STANDARDS

IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards and procedures that have been developed over the years. Contractors are expected to conform to State IT policies and standards. All services and products provided as a result of this Contract must comply with all applicable State IT policies and standards.

IT Policies, Standards and Procedures (PSP): https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

Secure Web Application Standard

Contractor's solution must meet the State's Secure Application Development Standards as mandated by the State.

Secure Application Development Life Cycle (SADLC)

Contractor is required to meet the States Secure Application Development Life Cycle requirements that include:

Application Scanning

Externally hosted solutions

Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State, a vulnerabilities assessment of the most recent testing after Contractor has used an industry standard approved application scanning tool that receives regular updates for coding vulnerabilities. These scans must be completed and provided to the State on at least an annual basis and for each major release and also upon request from the State. Any testing by the State against the Solution must be coordinated in advance with Axon.

For SaaS or vendor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Types of scanning and remediation may include the following types of scans and activities

- Dynamic Scanning for vulnerabilities, analysis, remediation and validation
- Static Scanning for vulnerabilities, analysis, remediation and validation
- Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation and validation

Infrastructure Scanning

Externally hosted solutions

A Contractor providing Hosted Services must scan the infrastructure at least once every 30 days. State may request from Contractor the most recent scan assessment results. Upon such request, Contractor will provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation.

Acceptable Use Policy

To the extent that Contractor has access to the State's computer system, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing the State's system. The State reserves the right to terminate Contractor's access to the State's system if a violation occurs.

Mobile Responsiveness

The Contractor Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Contractor Solution comply, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Contractor may consider, where relevant, the W3C’s Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Contractor complete a Voluntary Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

6. USER TYPE AND CAPACITY

Type of User	Access Type	Number of Users	Number of Concurrent Users
State Employees/Conservation Officers	Basic	237	230-250
State Employees/Managers & Supervisors	Pro	13	22

The Contractor must be able to meet the expected number of concurrent users.

7. ACCESS CONTROL AND AUDIT

Contractor’s solution must integrate with the State’s IT Identity and Access Management (IAM) environment as described in the State of Michigan Digital Strategy

(http://www.michigan.gov/dtmb/0,5552,7-150-56345_56351_69611-336646--,00.html), which consist of:

1. MILogin/Michigan Identity, Credential, and Access Management (MICAM)
 - a. An enterprise single sign-on and identity management solution based on IBM’s Identity and Access Management products including, IBM Security Identity Manager (ISIM), IBM Security Access Manager for Web (ISAM), IBM Tivoli Federated Identity Manager (TFIM), IBM Security Access Manager for Mobile (ISAMM), and IBM DataPower, which enables the State to establish, manage, and authenticate user identities for the State’s Information Technology (IT) systems.
2. MILogin Identity Federation
 - a. Allows federated single sign-on (SSO) for business partners, as well as citizen-based applications.
3. MILogin Multi Factor Authentication (MFA, based on system data classification requirements)
 - a. Required for those applications where data classification is Confidential and Restricted as defined by the 1340.00 Michigan Information Technology Information Security standard (i.e. the proposed solution must comply with PHI, PCI, CJIS, IRS, and other standards).
4. MILogin Identity Proofing Services (based on system data classification requirements)
 - a. A system that verifies individual’s identities before the State allows access to its IT system. This service is based on “life history” or transaction information aggregated from public and proprietary data sources. A leading credit bureau provides this service.

To integrate with the SOM MiLogin solution, the Contractor's solution must support HTTP Headers based SSO, or SAML, or OAuth or OpenID interfaces for the SSO purposes.

8. DATA RETENTION

Contractor's Solution must allow the State to configure data retention and deletion schedules based on types or categories of data, and allow for different retention and deletion time frames and special restrictions for each type or category. When data is deleted pursuant to a deletion schedule configured in the Solution, the deletion will be captured in an audit trail. Further, upon such deletion, the data will only be marked for deletion, and will not actually be deleted, but will be available for recovery for at least seven (7) calendar days after such deletion. The audit trail(s) that record the deletion events will themselves never be deleted.

9. SECURITY

Contractor must meet the Data Security requirements set forth in **Schedule C – Data Security Requirements** of this Contract.

10. END-USER OPERATING ENVIRONMENT

The software must run under commonly used web browsers. Browsers that are responsible for over 2% of the site traffic, measured using sessions or visitors, coming to Michigan.gov must be supported. The latest browser statistics can be found at <https://www.michigan.gov/som/0,4669,7-192-26928-464605--,00.html>. At the time of this document, the minimum supported browser list includes Internet Explorer 11, Edge 17, Chrome 70, Safari 11, iOS 12.2, Windows, and Firefox 60. Contractor to stay current on latest version and one major version back.

Contractor must support the current and future State standard environment at no additional cost to the State.

11. SOFTWARE

The State reserves the right to request listing of open source or third party products annually. Contractor must include any end-user or other license agreements that will be required by the State to access the Solution as **Schedule E**.

12. SOLUTION REQUIREMENTS

Contractor must fully comply with each section in this **Schedule A – Statement of Work** and the attached **Exhibit 1 – Business Specification Worksheet**.

13. INTEGRATION

Contractor must integrate the Solution with the systems listed in the Integration List provided by the State below:

- MiLogin 250-260 Users Annually

14. MIGRATION

There are no migration services needed at this time, however the State may need migration services in the future.

15. TESTING SERVICES AND ACCEPTANCE

Contractor must comply with **Section 4, Service Preparation, Testing and Acceptance**, of the **SaaS Contract Terms**.

16. TRAINING SERVICES

The Contractor must provide administration and end-user training for implementation, go-live support, and transition to customer self-sufficiency as requested by the State, at a cost as listed in the Fees schedule.

Contractor must provide clearly written instructions and documentation to enable State administrators and end-users to successfully operate the Solution without needing to bring in additional Contractor support.

17. HOSTING

Contractor must comply with the State's standard Service Level Agreement (SLA) attached as **Schedule B** to this Contract.

Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 15 minutes, and a Recovery Time Objective (RTO) of 12 hours. Contractor must include a copy of its Disaster Recovery Plan as **Schedule D** to of this Contract, which will be treated by the State as confidential information.

18. SUPPORT AND OPERATIONS

Contractor must Comply with the State's standard **Service Level Agreement (SLA)** attached as **Schedule B** to this Contract.

Support Hours

The State requires the Contractor to provide support for the solution - Live phone support will be available Monday-Thursday, 6:00AM – 12:00AM (Arizona Time), Friday, 6:00AM – 5:00PM (Arizona Time). and Sunday, 4:00PM – 12:00AM (Arizona Time). Critical Incident/Emergency assistance will be available 24/7. For technical or Customer Service assistance, you may contact a customer service representative at 800-978-2737, or via email at support@axon.com.

19. DOCUMENTATION

Contractor must develop and submit for State approval complete, accurate, and timely Solution documentation to support all users, and will update any discrepancies, or errors through the life of the Contract. The Contractor's user documentation must provide detailed information about all software features and functionality, enabling the State to resolve common questions and issues prior to initiating formal support requests.

Contractor must provide details on, and examples of, clearly written instructions and documentation to enable State administrators and end-users to successfully operate the Solution without needing to bring in additional Contractor support.

20. TRANSITION SERVICES

Upon termination or expiration of the agreement, Contractor must provide transition assistance pursuant to Section 7.3 of the Contract.

21. PRODUCTS AND SERVICES

Contractor must describe additional Solution functionality, products or services that the State specifications do not address but are necessary to implement and support this solution.

Additional equipment/hardware associated to this solution for optimal performance may be purchased from this contract. Including, but not limited to cameras (body, vehicle, taser), accessories, warranty plans, integrations, equipment installation and professional services.

22. CONTRACTOR KEY PERSONNEL

Contractor must identify all Contractor resources and responsibilities required for the successful implementation and ongoing support of this Contract.

Contractor Contract Administrator. Contractor must identify the individual appointed by it to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

Contractor	
Name	Alissa McDowell
Address	17800 N 85 th St, Scottsdale, AZ 85255
Phone	480-905-2038
Email	amcdowell@axon.com

Contractor Project Manager. Contractor must identify the Contractor Project Manager who will serve as the primary contact with regard to services who will have the authority to act on behalf of the Contractor in matters pertaining to the implementation services.

Contractor	
Name	TBD (when implementation services are needed)
Address	17800 N 85 th St, Scottsdale, AZ 85255
Phone	TBD
Email	TBD

Contractor Service Manager. Contractor to provide name of individual to serve as primary contact with respect to the Services, who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Support Services.

Contractor	
Name	Anna Osborn
Address	17800 N 85 th St, Scottsdale, AZ 85255
Phone	602-769-6143
Email	aosborn@axon.com

Contractor Security Officer. Contractor to provide name of individual to respond to State inquiries regarding the security of the Contractor’s systems. This person must have sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto.

Contractor	
Name	Greg Hewes
Address	1100 Olive Way# 1300, Seattle, WA 98101
Phone	234-738-4465
Email	infosec@axon.com

23. CONTRACTOR PERSONNEL REQUIREMENTS

The Contractor must present certifications evidencing satisfactory Michigan State Police Background checks ICHAT for all staff identified for assignment to this project.

In addition, proposed Contractor personnel will be required to complete and submit an RI-8 Fingerprint Card for the National Crime Information Center (NCIC) Finger Prints, if required by project.

Contractor will pay for all costs associated with ensuring their staff meets all requirements.

24. STATE RESOURCES/RESPONSIBILITIES

The State will provide the following resources as part of the implementation and ongoing support of the Solution.

State Contract Administrator. The State Contract Administrator is the individual appointed by the State to (a) administer the terms of this Contract, and (b) approve and execute any Change Notices under this Contract.

State Project Manager. The State Project Manager will serve as the primary contact with regard to implementation Services who will have the authority to act on behalf of the State in approving Deliverables, and day to day activities.

Agency Business Owner. The Agency Business Owner will serve as the primary contact for the business area with regard to business advisement who will have the authority to act on behalf of the State in matters pertaining to the business Specifications.

State Technical Lead. The State Technical Lead will serve as the primary contact with regard to technical advisement.

State Project Contacts

Role	Name	Title
State Contract Administrator	Jennifer Bronz	IT Category Analyst
State Project Manager	Manny Rosales	Business Relationship Manager
Agency Business Owner	John Steele	DNR Law Enforcement Captain
State Technical Lead	Mike Cooley	Business Analyst

25. MEETINGS

The Contractor must attend the following meetings at no additional cost to the State.

At start of the engagement, the Contractor Project Manager must facilitate a project kick off meeting with the support from the State’s Project Manager and the identified State resources to review the approach to accomplishing the project, schedule tasks and identify related timing, and identify any risks or issues related to the planned approach. From project kick-off until final acceptance and go-live, Contractor Project Manager must facilitate weekly meetings (or more if determined necessary by the parties) to provide updates on implementation progress. Following go-live, Contractor must facilitate monthly meetings (or more or less if determined necessary by the parties) to ensure ongoing support success.

Alternative planned approaches for project meetings proposed by Contractor must be approved by the State.

26. REPORTS

Contractor must provide all reports available in the system as of the Effective Date of this Contract throughout the Term of this Contract. Contract may also provide additional reports. The reports available as of the Effective Date include, but are not limited to:

- Evidence Created — Lists all evidence on your agency’s account in order of when the data was created. It also lists all associated metadata attached to those pieces of evidence and shows the number of days between when a piece of evidence was recorded and when it was uploaded to Evidence.com.
- Evidence Deleted — Lists all evidence deleted, the associated metadata, and shows the number of days between when a piece of evidence was recorded and when it was uploaded to Evidence.com for your agency’s account, in order of when the data was deleted. This report provides better monitoring of automated deletions and help ensure a proper retention policy is in place.
- Category Summary — Lists the current count of total files and file size in megabytes (MB) for each category as well as the percent of files assigned to that category.

- Uncategorized Evidence — Lists users with uncategorized evidence assigned to them. A second tab on the export lists every piece of uncategorized evidence and includes the owner information, evidence title, date recorded, and link to the evidence.
- User Summary — Lists total files and file size in MB, broken out by owner of the evidence. The counts are further broken out by evidence type, active, and deleted evidence.
- Axon Video Summary — Lists usage metrics on Axon videos uploaded to your agency. The first tab is a summary of Number of videos, hours, and MB uploaded. The second tab breaks out the uploads by the specified grouping: Day, Month, or Year.
- Sharing Audit Report — Lists all user actions related to sharing evidence and cases. Included in the report are details such as the following examples:
 - Date and time of sharing event
 - Who initiated the sharing event
 - What was shared – evidence or a case
 - How was it shared – internal or external to your Evidence.com agency
 - The ID of the evidence or case shared
 - The recipient of the shared evidence or case
 - The permissions shared to the recipient
- Device Summary Report – List information on all the devices (body cameras and CEWs) belonging to your agency. The report includes the following information for each device:
 - Device model, name, and serial number
 - Device status
 - First name, last name, and badge ID of assigned user
 - Firmware version
 - Last upload date/time
 - Body Camera Device Settings (Speaker volume, Vibration, Indicator Lights, and Stealth)
 - Error Status
 - Device Home and Point of Contact information

27. MILESTONES AND DELIVERABLES

Not applicable at time, since the solution is already implemented. May have new milestones and deliverables in the future.

Contractor must provide a Work Breakdown Structure (WBS) that corresponds with the milestone dates mutually agreed to in writing in the Project Kickoff. The WBS must be detailed enough to identify all State and Contractor responsibilities.

The Contractor Project Manager will be responsible for maintaining an MS Project schedule (or State approved alternative) identifying tasks, durations, forecasted dates and resources – both Contractor and State - required to meet the timeframes as agreed to by both parties.

Changes to scope, schedule or cost must be addressed through a formal change request process with the State and the Contractor to ensure understanding, agreement and approval of authorized parties to the change and clearly identify the impact to the overall project.

SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies, or an equivalent methodology proposed by the Contractor and approved by the State.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet expectations. SUITE is based on industry best practices, including those identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There will be no additional costs from the Contractor, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractors may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects the State Project Manager may decide to use the Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

The State reserves the right to give final approval of substituted documents and items marked as non-applicable by Contractor.

28. PRICING

Contractor must comply with **Schedule F - Pricing** a detailed description of all costs associated with implementing, maintaining and supporting the Solution, including all requested services set forth in this Contract.

If Contractor reduces its prices for any of the software or services or products during the term of this Contract, the State shall have the immediate benefit of such lower prices for new purchases. Contractor shall send notice to the State's Contract Administrator with the reduced prices within fifteen (15) Business Days of the reduction taking effect.

Travel and Expenses

The State does not pay for overtime or travel expenses.

29. ADDITIONAL INFORMATION

The State reserves the right to purchase any additional services or products from the Contractor during the duration of the Contract.

STATE OF MICHIGAN

Contract No. 19000000393
DNR LED Digital Evidence Capture System

Exhibit 1 Business Specification Worksheet

A	B
Req. No.	Requirement
Requirements	
Req.1	Mobile application must capture, store and transport digital evidence.
Req. 2	DEMS system must be a web based, cloud hosted back-end application to manage and store data collect from the app.
Req. 3	DEMS system must have the ability to add existing legacy evidence
Req. 4	System must include the option for additional State users as well as integration with Hardware including but not limited to the following: - In-car cameras - Body cameras - Conducted electrical weapon with integrated cameras
System Requirements	
Req. 1	DEMS must be compatible with web browsers; I.E, Chrome, Firefox and Safari.
Req, 2	DEMS must be compatible with Microsoft Active Directory.
Req. 3	The vendor must describe in detail the functions of the DEMS and how to use it.
Req. 4	The user should have the ability to add/change/delete any data associated with a piece of evidence along with a change log that lists who modified the record. Please explain in detail how data will be managed and who will have access to data for add/change/delete.
Req. 5	DEMS should provide automated transcription services for audio files.
Req. 6	DEMS should be able to share data securely.
Req. 7	DEMS should be able apply blurring affects to a particular subject and how that blurring affect will follow the subject through all pictures and videos.

Req. 8	DEMS should be able to mask digital audio voices.
Req. 9	DEMS should have a redaction process.
Req. 10	DEMS should be able to add and store any legacy data via an automatic or manual process, please describe acceptable file formats and how you can handle bulk uploads (project plan based on volume must be provided).
Req. 11	DEMS should have easy search features associated to metadata.
Req. 12	DEMS should be able to show a chain of custody for all data.
Req. 13	Vendor to describe and list what other products they offer that will interface with the DEMS, like in car camera systems, body cameras and conducted electrical weapon with integrated cameras,
Req. 14	Vendor must provide storage options with associated tiered pricing and unlimited pricing. Also provide what the storage level is for the pilot period.
Req. 15	Vendor to confirm that there is not a charge for upload or download of data.
Req. 16	<p>Passwords and User Id' must be able to:</p> <ol style="list-style-type: none"> a. Protect sensitive data b. Restrict access to only those intended c. Meet State/Agency Security Standards d. Be encrypted e. Must conform to MILogin requirements, which is the State's open standard (OAUTH) after pilot.
Req. 17	<p>The DEMS and mobile application solution will comply with any of the following applications and data processing standards:</p> <ol style="list-style-type: none"> a. HIPPA b. Sarsbane-Oxsley c. PIC-DSS d. HL7 e. ADA
Requirements for the Mobile Application	
Req. 1	The mobile app. is available for officers to download from Google Play Store or Apple App. Store.
Req. 2	Mobile app. needs to be fully functional when in a connected or non-connected state to a data carrier or WIFI.
Req. 3	Vendor must describe in detail the functions of the app and how to use it,

Req. 4	Mobile app. must tag GPS location for all digital evidence captured.
Req. 5	Mobile app. must be able to accept numeric case number added by the officer to the associated evidence.
Req. 6	Mobile app. must be able to use any commercially available high-speed wireless communication methods, for a mobile device I.E. 3G, LTE Advanced, etc....
Req. 7	Mobile app. must be compatible with current IOS and Android operating systems.
Req. 8	Vendor must state hoe many versions back the mobile app. will be compatible with.
Req. 9	Mobile app. must have an easy user interface with minimal clicks that allows the user to quickly understand and use the app.
Req. 10	Vendor to describe how metadata can be added through the mobile app. and backend system.
Req. 11	Mobile app. should not interfere with standard smart phones features like using the phone, txt, calendar, existing camera storage options and any other apps.
Req. 12	Mobile app. must use a proprietary storage solution so digital evidence data is securely separated from the phones standard repository, other apps and not interface with any cloud storage solutions like iCloud.
Req. 13	Vendor to describe in detail its process to push software releases to the app, and how are the officers notified.
Req. 14	Vendor to describe in detail any user analytics associated with the app. and how the data is reported.
Req. 15	The mobile app. must have a completed DTMB Project Security Plan and Assessment.
Req. 16	The mobile app. track changes to the user permissions must be logged and have a viewable audit trail(s).
Optional - Hardware Requirements	In-car Camera, Body Camera, Conducted Electrical Weapon Camera and Corresponding Accessories
Req. 1	Hardware must integrate with backend system and the mobile app. to download evidence captures from all devices.
Req. 2	Hardware must store data until officers is able to sync data once in area of service.

Schedule B
Service Level Agreement

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract.

“**Actual Uptime**” means the total minutes in the Service Period that the Hosted Services are Available.

“**Availability**” has the meaning set forth in **Section 4(a)**.

“**Availability Requirement**” has the meaning set forth in **Section** Error! Reference source not found..

“**Available**” has the meaning set forth in **Section 4(a)**.

“**Contractor Service Manager**” has the meaning set forth in **Section 3.1**.

“**Corrective Action Plan**” has the meaning set forth in **Section 5.4(d)**.

“**Critical Service Error**” has the meaning set forth in **Section 5.4(a)**.

“**Exceptions**” has the meaning set forth in **Section 4.2**.

“**Force Majeure Event**” has the meaning set forth in **Section 6.1**.

“**High Service Error**” has the meaning set forth in **Section 5.4(a)**.

“**Hosted Services**” has the meaning set forth in **Section 2.1(a)**.

“**Low Service Error**” has the meaning set forth in **Section 5.4(a)**.

“**Medium Service Error**” has the meaning set forth in **Section 5.4(a)**.

“**Resolve**” has the meaning set forth in **Section 5.4(b)**.

“**Scheduled Downtime**” has the meaning set forth in **Section 4.3**.

“**Scheduled Uptime**” means the total minutes in the Service Period.

“**Service Availability Credits**” has the meaning set forth in **Section 4.6(a)**.

“**Service Error**” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“**Service Level Failure**” means a failure to perform the Software Support Services fully in compliance with the Support Service Level Requirements.

“**Service Period**” has the meaning set forth in **Section 4(a)**.

“**Software Support Services**” has the meaning set forth in **Section 5**.

“**State Service Manager**” has the meaning set forth in **Section 3.2**.

“**Support Request**” has the meaning set forth in **Section 5.4(a)**.

“**Support Service Level Requirements**” has the meaning set forth in **Section 5.4**.

2. Services.

2.1 Services. Throughout the Term, Contractor will, in accordance with all terms and conditions set forth in the Contract and this Schedule, provide to the State and its Authorized Users the following services:

(a) the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users (“**Hosted Services**”);

(b) the Software Support Services set forth in **Section 5** of this Schedule;

3. Personnel

3.1 Contractor Personnel for the Hosted Services. Contractor will appoint a Contractor employee to serve as a primary contact with respect to the Services who will have the authority to act on behalf of Contractor in matters pertaining to the receipt and processing of Support Requests and the Software Support Services (the “**Contractor Service Manager**”). **The Contractor Service Manager** will be considered Key Personnel under the Contract.

3.2 State Service Manager for the Hosted Services. The State will appoint and, in its reasonable discretion, replace, a State employee to serve as the primary contact with respect to the Services who will have the authority to act on behalf of the State in matters pertaining to the Software Support Services, including the submission and processing of Support Requests (the “**State Service Manager**”).

4. Service Availability and Service Availability Credits.

(a) Availability Requirement. Contractor will make the Hosted Services Available, as measured over the course of each calendar month during the Term and any additional periods during which Contractor does or is required to perform any Hosted Services (each such calendar month, a “**Service Period**”), at least 99.98% of the time, excluding only the time the Hosted Services are not Available solely as a result of one or more Exceptions (the “**Availability Requirement**”). “**Available**” means the Hosted Services are available and operable for access and use by the State and its Authorized Users over the Internet in material conformity with the Contract. “**Availability**” has a

correlative meaning. The Hosted Services are not considered Available in the event of a material performance degradation or inoperability of the Hosted Services, in whole or in part. The Availability Requirement will be calculated for the Service Period as follows: $(\text{Actual Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \div (\text{Scheduled Uptime} - \text{Total Minutes in Service Period Hosted Services are not Available Due to an Exception}) \times 100 = \text{Availability}$.

4.2 Exceptions. No period of Hosted Service degradation or inoperability will be included in calculating Availability to the extent that such downtime or degradation is due to any of the following (“Exceptions”):

- (a) failures of the State’s or its Authorized Users’ internet connectivity;
- (b) Scheduled Downtime as set forth in **Section 4.3**.

4.3 Scheduled Downtime. Contractor must notify the State at least twenty-four (24) hours in advance of all scheduled outages of the Hosted Services in whole or in part (“**Scheduled Downtime**”). Scheduled outages may occur during routine maintenance. Contractor’s maintenance schedule can be found here: <https://www.axon.com/security/evidence/maintenance-schedule>. Contractor will provide written notice of any changes to Contractor’s maintenance schedule to the State Project Manager and Agency Business Owner at least two (2) weeks prior to the implementation of such changes. Emergency maintenance may have less than a 24-hour notification period. Emergency maintenance may be performed at any time, with or without notice as deemed necessary by us. Emergency maintenance falling outside Scheduled Routine or Planned maintenance is eligible for Service Credit

4.4 Software Response Time. Software response time, defined as the interval from the time the end user sends a transaction to the time a visual confirmation of transaction completion is received, must be less than two (2) seconds for 98% of all transactions. Unacceptable response times shall be considered to make the Software unavailable and will count against the Availability Requirement.

4.5 Service Availability Reports. In order for Contractor us to consider a claim for Service Credits, you must submit the claim to Contractor Customer Support including all information necessary for us to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Incident; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence. Within thirty (30) days after the end of each Service Period, Contractor will provide to the State a report describing the Availability and other performance of the Hosted Services during that calendar month as compared to the Availability Requirement. The report must be in electronic or such other form as the State may approve in writing and shall include, at a minimum: (a) the actual performance of the Hosted Services relative to the Availability Requirement; and (b) if Hosted Service performance has failed in any respect to meet or exceed the Availability Requirement during the reporting period, a description in sufficient detail to inform the State of the cause of such failure and the corrective actions the Contractor has taken and will take to ensure that the Availability Requirement are fully met.

4.6 Remedies for Service Availability Failures.

(a) If the actual Availability of the Hosted Services is less than the Availability Requirement for any Service Period, such failure will constitute a Service Error for which Contractor will issue to the State Service Credits awarded as days of fees for the Hosted Services based on the formula: Service Credit = (Credit Calendar Days from the table below) * (1/365) * (current annual Fees paid)

(“Service Availability Credits”):

Availability	Credit Calendar Days
≥99.90%	None
<99.90% but ≥99.0%	3
<99.0%	7

(b) Any Service Availability Credits due under this **Section 4.6** will be credited or set off against any Fees payable to the Contractor for the next years’ invoice for Hosting Services under this Contract, except in the event of Contract termination or expiration, any such credits will be credited or set off against the Fees payable to Contractor for any Transition Responsibilities under this Contract.

(c) If the actual Availability of the Hosted Services is less than the Availability Requirement in any three (3) Service Periods, then, in addition to all other remedies available to the State, the State may terminate this Contract in accordance with **Section 7.1** Termination for Cause.

5. Support and Maintenance Services. Contractor will provide Hosted Service maintenance and support services (collectively, “Software Support Services”) in accordance with the provisions of this **Section 5**. The Software Support Services are included in the Services, and Contractor may not assess any additional fees, costs or charges for such Software Support Services.

5.1 Support Service Responsibilities. Contractor will:

(a) correct all Service Errors in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b) provide unlimited telephone support. Live phone support will be available Monday – Thursday, 6:00AM – 12:00AM (Arizona Time), Friday; 6:00AM – 12:00AM and Sunday, 4:00PM – 12:00AM. Critical Incident/Emergency assistance will be available 24/7. For technical or Customer Service assistance, you may contract a customer service representative at 800-978-2737.

(c) provide unlimited online support 24 hours a day, seven days a week;

(d) provide online access to technical support bulletins and other user support information and forums, to the full extent Contractor makes such resources available to its other customers; and

(e) respond to and Resolve Support Requests as specified in this **Section 5**.

5.2 Service Monitoring and Management. Contractor will continuously monitor and manage the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such monitoring and management includes:

(a) proactively monitoring on a twenty-four (24) hour by seven (7) day basis all Hosted Service functions, servers, firewall and other components of Hosted Service security;

(b) if such monitoring identifies, or Contractor otherwise becomes aware of, any circumstance that is reasonably likely to threaten the Availability of the Hosted Service, taking all necessary and reasonable remedial measures to promptly eliminate such threat and ensure full Availability; and

(c) if Contractor receives knowledge that the Hosted Service or any Hosted Service function or component is not Available (including by written notice from the State pursuant to the procedures set forth herein):

(i) confirming (or disconfirming) the outage by a direct check of the associated facility or facilities;

(ii) if Contractor's facility check in accordance with clause (i) above confirms a Hosted Service outage in whole or in part: (A) notifying the State in writing pursuant to the procedures set forth herein that an outage has occurred, providing such details as may be available, including a Contractor trouble ticket number, if appropriate, and time of outage; and (B) working all problems causing and caused by the outage until they are Resolved as Critical Service Errors in accordance with the Support Request Classification set forth in **Section 5.4**, or, if determined to be an internet provider problem, open a trouble ticket with the internet provider; and

(iii) notifying the State that Contractor has fully corrected the outage and any related problems, along with any pertinent findings or action taken to close the trouble ticket.

5.3 Service Maintenance. Contractor will continuously maintain the Hosted Services to optimize Availability that meets or exceeds the Availability Requirement. Such maintenance services include providing to the State and its Authorized Users:

(a) all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Hosted Services, including the Software, that Contractor provides at no additional charge to its other similarly situated customers; and

(b) all such services and repairs as are required to maintain the Hosted Services or are ancillary, necessary or otherwise related to the State's or its Authorized Users' access to or use of the Hosted Services, so that the Hosted Services operate properly in accordance with the Contract and this Schedule.

5.4 Support Service Level Requirements. Contractor will correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth in this **Section 5.4 (“Support Service Level Requirements”)**, and the Contract.

(a) Support Requests. The State will classify its requests for Service Error corrections in accordance with the descriptions set forth in the chart below (each a “**Support Request**”). The State Service Manager will notify Contractor of Support Requests by email, telephone or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	<ul style="list-style-type: none"> • Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; • Data integrity at risk; • Declared a Critical Support Request by the State; or • Widespread access interruptions.
High Service Error	<ul style="list-style-type: none"> • Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.
Medium Service Error	<ul style="list-style-type: none"> • Hosted Service is operating with minor issues that can be addressed with an acceptable (as determined by the State) temporary work around.
Low Service Error	<ul style="list-style-type: none"> • Request for assistance, information, or services that are routine in nature.

(b) Response and Resolution Time Service Levels. Response and Resolution times will be measured from the time Contractor receives a Support Request until the respective times Contractor has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. “**Resolve**” (including “**Resolved**”, “**Resolution**” and correlative capitalized terms) means that, as to any Service Error, Contractor has provided the State the corresponding Service Error correction and the State has confirmed such correction and its acceptance thereof. Contractor will respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Service Level Metric (Required Response Time)	Service Level Metric (Required Resolution Time)
Critical Service Error	One (1) hour	Three (3) hours
High Service Error	One (1) hour	Four (4) hours
Medium Service Error	Three (3) hours	Two (2) Business Days
Low Service Error	Three (3) hours	Five (5) Business Days

(c) Escalation. With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Contractor will escalate that Support Request within sixty (60) minutes of the receipt of such Support Request by the appropriate Contractor support personnel, including, as applicable, the Contractor Service Manager and Contractor’s management or engineering personnel, as appropriate.

(d) Corrective Action Plan. If two or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Contractor does or is required to perform any Hosted Services, Contractor will promptly investigate the root causes of these Service Errors and provide to the State within five (5) Business Days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for the State’s review, comment and approval, which, subject to and upon the State’s written approval, shall be a part of, and by this reference is incorporated in, the Contract as the parties’ corrective action plan (the “**Corrective Action Plan**”). The Corrective Action Plan must include, at a minimum: (a) Contractor’s commitment to the State to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service

Errors giving rise to such Support Requests; (b) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (c) time frames for implementing the Corrective Action Plan. There will be no additional charge for Contractor's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

6. Force Majeure.

6.1 Force Majeure Events. Subject to **Section 6.3**, neither party will be liable or responsible to the other party, or be deemed to have defaulted under or breached the Contract, for any failure or delay in fulfilling or performing any term hereof, when and to the extent such failure or delay is caused by: acts of God, flood, fire or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of the Contract, national or regional emergency, or any passage of law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota or other restriction or prohibition (each of the foregoing, a "**Force Majeure Event**"), in each case provided that: (a) such event is outside the reasonable control of the affected party; (b) the affected party gives prompt written notice to the other party, stating the period of time the occurrence is expected to continue; (c) the affected party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

6.2 State Performance; Termination. In the event of a Force Majeure Event affecting Contractor's performance under the Contract, the State may suspend its performance hereunder until such time as Contractor resumes performance. The State may terminate the Contract by written notice to Contractor if a Force Majeure Event affecting Contractor's performance hereunder continues substantially uninterrupted for a period of five (5) Business Days or more. Unless the State terminates the Contract pursuant to the preceding sentence, any date specifically designated for Contractor's performance under the Contract will automatically be extended for a period up to the duration of the Force Majeure Event.

6.3 Exclusions; Non-suspended Obligations. Notwithstanding the foregoing or any other provisions of the Contract or this Schedule:

- (a) in no event will any of the following be considered a Force Majeure Event:
 - (i) shutdowns, disruptions or malfunctions of Contractor Systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to the Contractor Systems; or
 - (ii) the delay or failure of any Contractor Personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a Force Majeure Event.

Schedule C Data Security Requirements

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Section 1** shall have the respective meanings given to them in the Contract.

“**Contractor Security Officer**” has the meaning set forth in **Section 2** of this Schedule.

“**Contractor Systems**” has the meaning set forth in **Section 5** of this Schedule.

“**FedRAMP**” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“**FISMA**” means The Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014)).

“**Hosted Services**” means the hosting, management and operation of the computing hardware, ancillary equipment, Software, firmware, data, other services (including support services), and related resources for remote electronic access and use by the State and its Authorized Users, including any services and facilities related to disaster recovery obligations.

“**NIST**” means the National Institute of Standards and Technology.

“**PSP**” means the State’s IT Policies, Standards and Procedures.

2. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Contractor Systems who has sufficient knowledge of the security of the Contractor Systems and the authority to act on behalf of Contractor in matters pertaining thereto (“**Contractor Security Officer**”). The Contractor Security Officer will be considered Key Personnel under the Contract.

3. Protection of the State’s Confidential Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

3.1 maintain Hosted Services on FedRAMP authorized infrastructure throughout the Term, and in the event the contractor is unable to maintain Hosted Services on FedRAMP authorized infrastructure, the State reserves the right, at its sole election to elect to terminate the Contract for cause and have Contractor move State Data to the location of the State’s choosing at the sole cost and expense of the Contractor, including but not limited to, administrative costs and transition costs;

3.2 ensure that the Software is securely hosted, supported, administered, and accessed in a data center that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

3.3 maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State’s Confidential Information that comply with the requirements of the State’s data security policies as set forth in the Contract, and must, at a minimum, remain compliant with FISMA and the NIST Special Publication 800.53

(most recent version) MOD Controls using minimum control values as established in the applicable SOM PSP(s);

3.4 provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of the State's Confidential Information and the nature of such Confidential Information, consistent with best industry practice and standards;

3.5 take all reasonable measures to:

(a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and

(b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) the State's Confidential Information from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State's Confidential Information;

3.6 ensure that State Data is encrypted in transit and at rest using AES 256bit or higher encryption;

3.7 ensure that State Data is encrypted in transit and at rest using encryption modules in compliance with FIPS PUB 140-2 (as amended) requirements, *Security Requirements for Cryptographic Modules*;

3.8 ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML) or comparable mechanisms;

3.9 ensure the Hosted Services and the Contractor Systems that have access to or control access to State Data require the use of FIPS/NIST compliant multi-factor authentication for privileged/administrative access and other identified access as needed; and

3.10 assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated governance, risk and compliance (GRC) platform, and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the State's security accreditation process.

4. Unauthorized Access. Except for Contractor's access to State Data residing in Contractor Systems as authorized under this Contract, Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through Contractor's Systems or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this **Section**

Error! Reference source not found.. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

5. Contractor Systems. Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems) and networks used by or for Contractor in connection with the Services ("**Contractor Systems**") and shall prevent unauthorized access to State systems through the Contractor Systems.

6. Security Audits. During the Term, Contractor will:

6.1 maintain complete and accurate records relating to its data protection practices, IT security controls, and the security logs of any of the State's Confidential Information, including any backup, disaster recovery or other policies, practices or procedures relating to the State's Confidential Information and any other information relevant to its compliance with this Schedule;

6.2 upon the State's request, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Contractor Systems and their housing facilities and operating environments; and

6.3 maintain an annual SSAE 16, or SSAE 18, SOC 2 Type 2 audit that includes the NIST moderate controls for the Hosted Services and provide a copy of such audit report annually to the State upon request after Contractor's receipt of such report. Any such audit reports will be recognized as Contractor's Confidential Information. Contractor to provide reasonable assistance to the State in interpretation of audit results.

7. Nonexclusive Remedy for Security Breach. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

SCHEDULE D
Disaster Recovery Plan

(Contractor's Disaster Recovery Plan is included under separate cover)

SCHEDULE E Licensing Agreement

This License Agreement includes the following:

- Axon Evidence Terms of Use Appendix – contains licensing information and terms of use for Axon Evidence software subscription used with the body-worn cameras.

Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this Schedule shall have the respective meanings given to them in the Contract.

“Agency” means the State.

“Agency Content” means State Data.

“Axon” means the Contractor.

Axon Evidence Terms of Use Appendix (“Axon Evidence Agreement”)

- 1** **Axon Evidence Subscription Term.** For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. The Axon Evidence subscription term will end upon the termination or expiration of this Contract (“**Axon Evidence Subscription Term**”).
- 2** **Access Rights.** Upon Axon granting Agency an Axon Evidence subscription, Agency may access and use Axon Evidence to store and manage Agency Content during the Axon Evidence Subscription Term. Agency may not exceed more end users than user licenses purchased under this Contract.
- 3** **Security.** Axon agrees to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Addendum. In addition, if the State determines it requires storage of CJIS data, Axon will comply with all FBI CJIS Security Policy requirements that are communicated to the Contractor in writing.
- 4** **Agency Responsibilities.** Agency is responsible for (a) use of Axon Evidence by any Authorized User who accesses the software with Agency’s account credentials; (b) determining that Agency Content is suitable for use with Axon Evidence; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Evidence. If Agency becomes aware of any alleged violation of this Agreement by an end user, Agency will investigate and take action pursuant to Agency’s policies and standards regarding acceptable use of information technology. . If an Agency end user is found to have violated the provisions of **Section 8 - Axon Evidence Restrictions** below, such end user’s access to Axon Evidence will be terminated.
Agency is also responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content to the extent such security and access is within the State’s control. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. Audit log tracking for video data is an automatic feature of Axon Evidence that details who accesses Agency Content. Agency may download the audit log at any time. Agency shall contact Axon if Agency believes an unauthorized third party may be using Agency’s account or Agency Content, or if Agency becomes aware that account information is lost or stolen. Axon shall contact

Agency if Axon believes an unauthorized third party may be using Agency's account or Agency Content.

5 **Storage.** Axon may charge additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

6 **Suspension.** If there is a security breach or violation of law and Axon has reasonable belief such breach or violation was caused by Agency, Axon will immediately provide notice to Agency of such breach or violation. Such notice will provide all information relating to the breach or violation, including all relevant records, logs, files, and other materials that led Axon to believe that the Agency was the cause of the breach or violation, and include the actions it believes Agency must take to resolve the alleged breach or violation. The Agency will cooperate with Axon in investigating the incident and will take actions to cure any issues that Agency agrees in writing are appropriate, which may include temporarily suspending an end user's use of Axon Evidence for a mutually agreed upon time period.

Agency remains responsible for all fees and charges incurred through suspension. Axon will not delete Agency Content because of suspension, without the prior written approval of the Agency.

7 **Axon Evidence Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Evidence unless corruption originates from any Axon software used by the Agency or an Axon device.

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

- 8.1.** copy, modify, tamper with, repair, or create derivative works of any part of Axon Evidence;
- 8.2.** reverse engineer, disassemble, or decompile Axon Evidence or apply any process to derive any source code included in Axon Evidence, or allow others to do the same;
- 8.3.** access or use Axon Evidence with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 8.4.** use trade secret information contained in Axon Evidence, except as expressly permitted in this Agreement;
- 8.5.** access Axon Evidence to build a competitive product or service or copy any features, functions, or graphics of Axon Evidence;
- 8.6.** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Evidence; or
- 8.7.** use Axon Evidence to knowingly store or transmit infringing, libelous, or other unlawful or tortious material; to knowingly store or transmit material in violation of third party privacy rights; or to knowingly store or transmit malicious code.

9 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Evidence on behalf of U.S. Federal department, Axon Evidence is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement.

**SCHEDULE F
PRICING**

Evidence.com for 250-499 users along with 5,000GB of storage

Item	Description	Unit Price	Total Cost
<p>Axon Plans & Packages</p>	<p>237 Basic licenses with 10GB of included storage per license* (*Basic Services include: Secure evidence storage, Case management tools, Axon Capture, Axon Device Manager, Axon View, Audit trails, Internal & external sharing, Custom retention policies, Custom categories, Custom roles & permissions and Single sign-on (SSO))</p> <p>13 Pro licenses with 30GB of included storage* (*Pro Services include: All Basic Features, Agency analytics, Automated redaction, Human transcription services, Restricted evidence view, Group monitoring, Bulk user group creation and management, Multicam playback, Axon Citizen for Officers and Redaction Studio.)</p> <p>Above license tiers will determine what users can do in Evidence.com, as well as how much storage you have available.</p> <p>*Additional a la carte storage is recommended (See below)</p>	<p>Basic: \$168.30per user per year</p> <p>Pro: \$437.58 per user per year</p>	<p>\$39,887.10 (Basic User)</p> <p>\$5,688.54 (Pro User)</p> <p>Total License Cost \$45,575.64/ per year (based of 237 Basic & 13 Pro Users)</p> <p>Pricing is for Year 1 – 5 of the contract term.</p>
<p>Storage:</p>	<p>5,000GB of a la carte storage – may be used for any storage purposes.</p> <p>2,500GB Evidence.com included storage</p> <p>300GB Evidence.com included storage</p>	<p>\$0.70 per GB per year</p> <p>\$0.00</p> <p>\$0.00</p>	<p>\$3,500.00/ per year</p> <p>\$0.00</p> <p>\$0.00</p>
<p>Year 1 Cost:</p>	<p style="text-align: right;">\$49,075.64</p>		
<p>Year 2-5 Cost:</p>	<p style="text-align: right;">\$49,075.64</p>		
<p>5 Year Total:</p>	<p style="text-align: right;">\$245,378.20</p>		

Optional Components

Item	Included Products/Features	Cost
Professional Services	Axon Starter (Optional) Additional training for up to 50 users (for those users that did not participate in the proof of concept) There could be multiple classes in one day. This is virtual training.	\$2,626.50 per day
Evidenve.com Unlimited Storage Licensing (Evidence.com) Storage:	<ul style="list-style-type: none"> • Basic license with 10GB of included storage per license* • Pro licenses with 30GB of included storage* • Above license tiers will determine what users can do in Evidence.com, as well as how much storage you have available. • *Additional a la carte storage is recommended (see below) • Unlimited storage for any evidence captured by the Axon Capture app or an Axon body camera. 	Basic: \$15 per user per month Pro: \$39 per user per month \$24 per user per year
Axon Body 2 Camera or latest version	<ul style="list-style-type: none"> • Axon Body 2 Camera or latest version • Two mounting options • USB Sync Cable 	\$499 per camera
Axon Flex 2 Camera or latest version	<ul style="list-style-type: none"> • Axon Flex 2 Camera & Controller • Two Mounting options • USB Sync Cable 	\$699 per camera
Axon Docks (for Flex 2 or Body 2 cameras or latest version)	<ul style="list-style-type: none"> • Axon Flex 2 or Body 2 or latest version – single bay dock • Axon Flex 2 or Body 2 or latest version – 6 bay dock 	Single bay: \$375 per dock 6 Bay: \$1,495 per dock
TASER Assurance Plan (TAP)	TAP for Axon cameras: Extended warranty and camera replacements every 2.5 years Extended warranty and dock replacements every 2.5 years	TAP for Axon Body 2 or latest version: \$240 per year per camera TAP for Axon Flex 2 or latest version:

		\$348 per year per camera TAP for Axon Dock: \$336 per year per dock
Evidence.com Unlimited licenses for Axon Body 2 or Flex 2 cameras or latest version	Includes Evidence.com Pro license tier, TASER Assurance Plan, and Unlimited HD Storage	\$79 per user per month
CAD/RMS Integration services	<ul style="list-style-type: none"> Automated interface between Michigan DNR's CAD/RMS system and Evidence.com Enhanced workflow user training 	\$15 per user per month
Professional Services	Axon Full Service <ul style="list-style-type: none"> Dedicated onsite project team Hardware and system configurations User and administrator training 	Axon Full Service: \$15,000 per occurrence for 5 business days of onsite service
Other Integration Services	The specifics of these services would be determined by Michigan DNR, if needed.	Cost based on type of services requested.

Volume Discounts

Qty	Product and Related Service Description	Customer Discount % off MSRP
1	Axon Law Enforcement Solutions (Body Camera, Fleet, Flex 2, Evidence.com, Signal Sidearm, etc.)	0.00%
2-99	Axon Law Enforcement Solutions (Body Camera, Fleet, Flex 2, Evidence.com, Signal Sidearm, etc.)	1.00%
100-249	Axon Law Enforcement Solutions (Body Camera, Fleet, Flex 2, Evidence.com, Signal Sidearm, etc.)	2.50%
250-499	Axon Law Enforcement Solutions (Body Camera, Fleet, Flex 2, Evidence.com, Signal Sidearm, etc.)	4.50%
500-999	Axon Law Enforcement Solutions (Body Camera, Fleet, Flex 2, Evidence.com, Signal Sidearm, etc.)	7.00%
1000+	Axon Law Enforcement Solutions (Body Camera, Fleet, Flex 2, Evidence.com, Signal Sidearm, etc.)	10.00%