PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF NEW ORLEANS

AND

TASER INTERNATIONAL, INC.

NOPD BODY-WORN CAMERAS

RFP NO. 2740-01498

THIS AGREEMENT (the “Agreement”) is made and entered into this 16th day of December, 2013 (the “Effective Date”), by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor (the “City”), and TASER International, Inc., represented by Douglas Klint, President (“TASER”).

WHEREAS, on June 24, 2013, the City issued a request for proposals No. 2740-01498 seeking qualified persons to provide a body-worn camera (“BWC”) and storage solution to be used by officers of the New Orleans Police Department (the “RFP”);

WHEREAS, TASER submitted a proposal dated July 23, 2013, and the City has selected TASER to perform the professional services described in the RFP.

NOW THEREFORE, the City and TASER agree as follows:

I. TASER’S OBLIGATIONS.

A. Products and Services. TASER will, in accordance with the schedule approved by the City:

1. Develop and execute the Acceptance Test Plan mutually agreed to the City and explained in details in Exhibit A (“Acceptance Test Plan”);

2. Provide products and services as specifically described in Exhibit B (“Products and Services”);

3. Coordinate with the New Orleans Police Department (“NOPD”) the implementation of the training plan and schedule of its officers as detailed in Exhibit C (“NOPD Training Plan and Schedule”);

4. Perform all other services and obligations as set forth in any the following documents that are incorporated fully into this Agreement: the RFP; TASER’s proposal dated July 23, 2013; and TASER’s revised quotations provided to the City on November 25, 2013.

5. Submit complete and accurate invoices, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of TASER as set forth in this Agreement;

6. Promptly correct any errors or omissions and any work deemed unsatisfactory or unacceptable by the City in accordance with TASER’s product warranty, at no additional compensation;

7. Monitor, supervise, and otherwise control and be solely responsible for all persons performing work on its behalf;
8. Cooperate with the City and any person performing work for the City. The City’s officers and employees are not authorized to request or instruct TASER to perform any work beyond the scope or duration of this Agreement in the absence of an executed amendment to this Agreement.

B. Compliance with Laws. TASER, and any person performing work on its behalf, will comply with all applicable federal, state, and local laws and ordinances.

C. Invoices. TASER will submit invoices for work performed and products provided under this Agreement to the City. Untimely invoices may result in delayed payment for which the City is not liable. At a minimum, each invoice must include the following information and supporting documentation: itemized breakdown of services provided and the cost of each service.

D. Records and Reporting.

1. TASER will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of services under this Agreement, including, without limitation, of costs incurred through the later of three (3) years from: (a) the completion of this Agreement (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Agreement. If this Agreement is terminated for any reason, the Contractor will deliver to the City all plans and records of work compiled specifically for the City through the date of termination. This requirement does not pertain to data saved by the City in the EVIDENCE.com services. The return of that data is covered in the Agreement.

2. TASER will identify any reporting requirements, including the frequency, method, and contents, of all information to be provided by the City necessary for the Contractor to meet the requirements of this Agreement.

3. TASER is solely responsible for the relevance and accuracy of all items and details included in any reports relating to the work performed under this Agreement, regardless of any review by the City. This does not include reports generated by the EVIDENCE.com Services related to the data stored in the EVIDENCE.com Services by the City.

4. TASER agrees to provide the City with annual reports at the request of the City on all replacements, repairs, or other activities requested by the City under the terms of TASER’s product warranty or assurance plan. At a minimum, these reports should include the following information: item for which action was requested, the date when request was initiated, the type of action taken (e.g., replacement, repair, etc.), the cost of this action, and the date at which request was fulfilled.

5. The Parties acknowledge and agree that the City exclusively owns all rights, title and interest in and to all of the City’s data.

6. Transfer of Data. The City can retrieve and download its data from the EVIDENCE.com services at any time and at no cost during the Term. Upon termination of this Agreement: (i) TASER will not delete any of the City’s data in the EVIDENCE.com services during the 90 days following termination; and (ii) during the 90 days following termination the City may retrieve its data if the City have paid all amounts due (there will be no application functionality of the EVIDENCE.com services during this 90 day period other than the ability for the City to retrieve its data Content from the EVIDENCE.com services). The City will not incur
any additional fees if it downloads it data from the EVIDENCE.com services during this 90-day period. After this 90-day period, TASER has no obligation to maintain or provide any of the City’s data and will thereafter, unless legally prohibited, delete all of the City’s data stored in the EVIDENCE.com service. No proprietary software should be required to access the transferred data.

In concert with the City, TASER will use its best commercially available efforts to propose a bulk transfer function that can be utilized by the City. Before or at the end of the Term and in the event that the EVIDENCE.com service does not have a bulk transfer function that can be utilized by the City without assistance from TASER, then, at the City’s option, TASER can provide professional services at $2,000 a day to assist with a bulk download and transfer of the City’s data out of the EVIDENCE.com service. Whether the transfer of data to the City occurs via bulk transfer or via professional services, TASER will provide indexed videos and a companion document with all meta-data indexed using the same unique identifier as the videos.

7. **Data Security.** TASER will take commercially reasonable precautions to prevent the loss of or alteration to City’s data files in TASER’s possession. In addition, TASER will establish and follow reasonable security measures to prevent unauthorized access to City’s data files.

8. **Disaster Recovery.** TASER will maintain a commercially reasonable disaster recovery plan (“DR Plan”), a copy of the summary of which is available to the City upon request. Contractor agrees to follow its DR Plan. TASER may amend its DR Plan at any time, provided that TASER shall not reduce its disaster recovery ability to less than the disaster recovery ability in effect pursuant to the DR Plan in existence on the Effective Date of this Agreement.

9. TASER will make a good faith effort to accommodate requests made by the City, or a vendor working on behalf of the City, for information and assistance in integrating TASER’s video storage process with a third party application. This effort shall not require TASER to actively conduct integration work.

10. The term “Confidential Information” shall mean any materials or information, which either party reasonably regards as confidential and proprietary. The Confidential Information of TASER includes but is not limited to the software and associated codes, documentation, flow charts, logic diagrams, user manuals and screens; business plans, analysis and developments; personnel capabilities and compensation information, and similar information.

Each party will keep in confidence and protect the Confidential Information of the other party and neither use nor disclose it to third parties except as expressly permitted by this Agreement. Each party will inform its employees and Contractors of their obligations in this respect to ensure that such obligations are met.

Any ideas, concepts, know-how, techniques, software, documentation, modifications, or other materials developed by TASER (alone or jointly with the City) in connection with products or services will be the exclusive property of TASER. The City acknowledges that nothing in this Agreement transfer to City any title to any intellectual property contained in any of the software, documentation, confidential information or other materials provided by TASER except as expressly set forth herein.
Notwithstanding anything herein to the contrary, TASER acknowledges that it has read and understands the requirements mandated by Louisiana Revised Statute 44:1 (Louisiana's public records law), et seq, including Sec. 44:3.2, which states in pertinent part, that TASER shall provide a cover sheet when submitting all records containing proprietary or trade secret information that shall state in bold type, "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION." TASER shall clearly mark each instance of information which is, in its opinion, proprietary or trade secret information. To the extent it is necessary in the scope of its services for TASER to provide information to the City which cannot or is not transmitted in documented record form, TASER agrees to provide the City with a memorandum setting forth the type of information that contains proprietary or trade secret information. The determination of whether such information is in fact proprietary or trade secret information shall be made by the City within thirty (30) days of a submission. Nevertheless, the determination of whether such information is in fact proprietary or trade secret information shall be made by City within thirty (30) days of a submission. If City receives a public records request within the thirty day time period, the determination shall be made within the time period prescribed by Louisiana Revised Statutes 44:32(D) and 33(B). The City shall immediately notify TASER prior to the disclosure of the information requested pursuant to a public records request and of the determination of whether or not the information requested is subject to disclosure.

E. Audit and Inspection.

1. TASER will submit to any City audit, inspection, and review and, at the City’s request, will make available all documents relating or pertaining to this Agreement maintained by or under the control of TASER, its employees, agents, assigns, successors and subcontractors, during normal business hours at TASER’s office in Scottsdale, Arizona. If no such location is available, TASER will make the documents available at a time and location that is convenient for the City.

2. TASER will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires TASER to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the contract. TASER agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

3. The City understands and agrees that it owns all data and content that it uploads and inputs into the EVIDENCE.com Services and any request for access to this data must be directed to the City.

F. Insurance.

1. Except as otherwise noted, at all times during this Agreement or the performance of work required by this Agreement, TASER will maintain the following insurance in full force and effect for the duration of the work under this Agreement:

   1) Insurance Policies Requirements. TASER will provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
i. **Commercial General Liability – Claims Made Form.** Policy shall include bodily injury, property damage, and broad form contractual liability coverage.
   - General Aggregate $2,000,000
   - Products – Completed Operations Aggregate $2,000,000
   - Personal and Advertising Injury $2,000,000
   - Each Occurrence $2,000,000
   
The policy shall be endorsed to include the following additional insured language: “The City of New Orleans, Police Department shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Consultant.”

2) TASER will provide the City with certificates of insurance evidencing all the required coverage purchased and maintained in accordance with this Agreement. Such certificates will provide that the City be given at least sixty (60) days prior written notice of any cancellation of, intention not to renew, or material change in such coverage. TASER must provide certificates of insurance before commencing work in connection with the Agreement.

3) The providing of any insurance required herein does not relieve TASER of any of the Agreement responsibilities or obligations or for which TASER may be liable by law, agreement, contract, or otherwise.

4) TASER’s failure to provide and maintain such insurance in force as required above will materially breach the Agreement and, at the City’s option, occasion an immediate cancellation for cause thereof.

2. TASER will provide the City with the following documents within ten (10) calendar days of this Agreement’s effective date and at any other time at the City’s request:
   a. Proof of coverage for each policy of insurance required by this Agreement;
   b. Statements disclosing any policy aggregate limit.

3. Without notice from the City, TASER will:
   a. Replenish any policy aggregate limit that is impaired before commencement of any work or continuation of any work under this Agreement;
   b. Substitute insurance coverage acceptable to the City within thirty (30) calendar days if any insurance company providing any insurance with respect to this Agreement is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Agreement; and
   c. Notify the City’s Risk Manager in writing within forty-eight (48) hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Agreement.

**G. Indemnity.**

1. To the fullest extent permitted by law, TASER will indemnify, defend, and hold harmless the City, its agents, employees, officials, insurers, self-insurance funds, and assigns
(collectively, the “Indemnified Parties”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Released Parties: for loss of life or injury or damage to persons or property arising from or relating to any negligent act or omission of TASER, its agents, subcontractors, or employees while engaged in or in connection with the discharge or performance of any work under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to TASER in connection with the performance of work under this Agreement.

2. TASER’s indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither TASER nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.

3. TASER has an immediate and independent obligation to, at the City’s option: (a) defend the City from or (b) reimburse the City for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) TASER is ultimately absolved from liability.

II. REPRESENTATIONS AND WARRANTIES.

A. City represents and warrants to TASER that:

1. City has been duly authorized by the laws of the applicable jurisdiction, and by a resolution of its governing body, if legally required, to execute and deliver this Agreement and to carry out its obligations under this Agreement;

2. All legal requirements have been met, and procedures have been followed, including public bidding, if legally required, in order to ensure the enforceability of this Agreement;

3. The EVIDENCE.com services will be used by the City only for essential governmental or proprietary functions consistent with the scope of the City’s authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use; and

4. City has funds available to pay until the end of its current appropriation period, and the City intends to request funds to make payments in each appropriation period, from now until the end of the Term of this Agreement.

B. TASER represents and warrants to the City that:

1. TASER, through its duly authorized representative, has the full power and authority to enter into and execute this Agreement;

2. TASER has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of all work required under this Agreement;

3. TASER is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person resulting from the actions or omissions of TASER, its employees, or its subcontractors in the performance of this Agreement;

4. TASER is not under any obligation to any other person that is inconsistent or in conflict with this Agreement or that could prevent, limit, or impair TASER’s performance of this Agreement;
5. TASER has no knowledge of any facts that could prevent, limit, or impair the performance of this Agreement, except as otherwise disclosed to the City and incorporated into this Agreement;

6. TASER is not in breach of any federal, state, or local statute or regulation applicable to TASER or its operations;

7. Any rate of compensation established for the performance of services under this Agreement are no higher than those charged to TASER’s most favored customer for the same or substantially similar services;

8. TASER has read and fully understands this Agreement and is executing this Agreement willingly and voluntarily; and

9. All of the representations and warranties in this Article and elsewhere in this Agreement are true and correct as of the date of this Agreement by TASER and the execution of this Agreement by TASER’s representative constitutes a sworn statement, under penalty of perjury, by TASER as to the truth of the foregoing representations and warranties.

C. Convicted Felon Statement. TASER complies with City Code § 2-8(c) and no principal, member, or officer of TASER has, within the preceding five (5) years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

D. Non-Solicitation Statement. TASER has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. TASER has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

E. Employee Verification. TASER swears that (i) it is in compliance with La. R.S. 38:2212.10, and is registered and participates in a status verification system to verify that all employees located in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees located in the State of Louisiana; and (iii) it shall require all subcontractors located in Louisiana to submit to TASER a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination, and may further result in TASER being ineligible for any public contract for a period of three years from the date the violation is discovered. TASER further acknowledges and agrees that it shall be liable for any additional costs incurred by the City occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of La. R.S. 38:2212.10. TASER will provide to the City a sworn affidavit attesting to the above provisions if requested by the City. The City may terminate this Agreement for cause if TASER fails to provide such the requested affidavit or violates any provision of this paragraph.

F. TASER acknowledges that the City is relying on these representations and warranties in this Agreement and that TASER’s obligations and liabilities will not be diminished by reason of any approval by the City.

III. THE CITY’S OBLIGATIONS.

A. Administration. The City will:
1. Purchase Products and Services as specifically described in Exhibit B ("Products and Services");

2. Administer this Agreement through the NOPD;

3. Provide TASER any documents deemed necessary for TASER’s performance of any work required under this Agreement;

4. Provide access to Department personnel to discuss the required services during normal working hours and to participate in testing of the products and services as requested by TASER;

5. Provide access to the building facilities and where TASER is to perform the services, subject to safety and security restrictions imposed by the City (this includes providing security passes or other necessary documentation to TASER representatives performing the services permitting them to enter and exit the City’s premises with laptop personal computers and any other materials needed to perform the services);

6. Ensure that prior to TASER’s arrival at the installation site that City’s network and systems comply with the following system requirements posted at http://www.taser.com/products/digital-evidence-management/evidence and provide TASER all necessary infrastructure information (TCP/IP addresses, node names and network configuration) necessary for TASER to provide the services. Depending upon the information provided by the City to TASER, the City may require TASER to execute non-disclosure agreement(s);

7. Make any required modifications, upgrades or alterations to its hardware, facilities, systems and networks related to TASER’s performance of the services prior to TASER’s arrival;

8. Promptly install and implement any and all software updates provided by TASER;

9. Ensure that all appropriate data backups are performed; and

10. Provide TASER with remote access to City’s EVIDENCE.com accounts when required for TASER to perform the services.

B. Payment. The City will make payments to TASER at the rate of compensation established in this Agreement based upon TASER’s certified invoices, except:

1. The City’s obligation to pay is contingent upon TASER’s submission of a complete and accurate invoice; (b) satisfactory performance of the services and conditions required by this Agreement;

2. The City, in its discretion, may withhold payment of any disputed amounts, and no interest shall accrue on any amount withheld pending the resolution of the dispute; and

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

4. All compensation owed to the Contractor under this Agreement is contingent upon the appropriation and allocation of funds for work under this Agreement by the City.

5. The City is not obligated under any circumstances to pay for any work performed or costs incurred by TASER that: exceed the maximum aggregate amount payable established by
this Agreement; are beyond the scope or duration of this Agreement; are for services performed on days on which services were suspended, due to circumstances beyond the control of the City, and no work has taken place; arise from or relate to the correction of errors or omissions of TASER or its subcontractors; or the City is not expressly obligated to pay under this Agreement.

6. If this Agreement is terminated for any reason, the City will pay TASER only for the work requested by the City and satisfactorily performed by Taser through the date of termination, except as otherwise provided in this Agreement.

C. Hold Harmless. The City will hold harmless TASER, TASER’s affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to any third party claim concerning: (a) City’s or any of City’s End Users’ use of the EVIDENCE.com Service Offerings (including any activities under City’s account and use by City employees and personnel); (b) breach of this Agreement or violation of applicable law by City or any of City’s End Users; (c) City’s data uploaded in the EVIDENCE.com Service Offerings or the combination of this data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by City’s data or by the use of City’s data; (d) a dispute between City and any of its End Users; or (e) a dispute between City and any third-party over City’s collection or use of its data.

IV. COMPENSATION.

A. Rate of Compensation. The City will pay TASER for Products and Services as specifically described in Exhibit B (“Products and Services”).

For the first (1) year, the City will pay the net prices indicated in Exhibit B upon completion and acceptance of the mutually agreed Acceptance Test Plan as described in Exhibit A.

B. This Agreement does not guarantee any amount of work or compensation except as specifically authorized by the City in accordance with the terms and conditions of this Agreement.

The stated compensation is inclusive, and includes no additional amounts for, TASER’s costs, including without limitation all expenses relating to overhead, administration, subcontractors, employees, bid preparation, bonds, scheduling, invoicing, insurance, record retention, reporting, inspections, audits, the correction of errors and omissions, or minor changes within the scope of this Agreement. The City will not consider or be obligated to pay or reimburse the Contractor any other charges or fees and the Contractor will not be entitled to any additional compensation or reimbursement, except otherwise specifically provided in the Agreement.

TASER immediately will notify the City in writing of any reduction to the rate of compensation for its most favored customer and the rate of compensation established by this Agreement automatically will adjust to the reduced rate effective as of the effective date of the reduction for the most favored customer.

C. Maximum Amount Payable. The maximum aggregate amount payable by the City for a five-year plan with TASER under this Agreement for the products and services specifically listed on the Quote from TASER is One Million Four Hundred Seventy-Six Thousand Seven Hundred Thirty-Seven Dollars and Fifty-Two Cents ($1,476,737.52). If City desires to purchase
additional quantities of products or services which are not listed on the Quote then the City will incur additional fees.

V. DURATION AND TERMINATION.

A. **Initial Term.** The initial term of this Agreement is five (5) years from the Effective Date.

B. **Termination for Convenience.** The City may terminate this Agreement at any time during the term of the Agreement by giving TASER written notice of the termination at least thirty (30) calendar days before the intended date of termination.

C. **Termination for Non- Appropriation.** City is obligated to pay the fees under this Agreement from funds budgeted and appropriated for that purpose during City's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the City. City agrees to deliver notice of termination under this Section at least ninety (90) days prior to the end of the then current fiscal year. City will not be liable for any amounts beyond the funds appropriated and encumbered for this Agreement.

D. **Termination for Cause.** Either party may terminate this Agreement for cause by sending thirty (30) days advance written notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the thirty (30) day notice period. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement, including without limitation any failure to comply with the requirements of the City’s Disadvantaged Business Enterprise program and any failure to comply with any provision of City Code § 2-1120 or requests of the Office of Inspector General.

VI. NON-DISCRIMINATION.

A. **Equal Employment Opportunity.** In all hiring or employment made possible by, or resulting from this Agreement, TASER (1) will not be discriminate against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that TASER’s employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. **Non-Discrimination.** In the performance of this Agreement, TASER will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the City working with TASER in any of TASER’s operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or
membership in all business, social, or other establishments or organizations operated by TASER. TASER agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. **Incorporation into Subcontracts.** TASER will incorporate terms of equal opportunity employment and non-discrimination and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. The City may terminate this Agreement for cause if TASER fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

VII. **INDEPENDENT CONTRACTOR.**

A. **Independent Contractor Status.** TASER is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the City and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the City.

B. **Exclusion of Worker’s Compensation Coverage.** The City will not be liable to TASER, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen’s Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by TASER will not be considered an employee of the City for the purpose of Worker’s Compensation coverage.

C. **Exclusion of Unemployment Compensation Coverage.** TASER, as an independent contractor, is being hired by the City under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither TASER nor anyone employed by it will be considered an employee of the City for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) TASER has been and will be free from any control or direction by the City over the performance of the services covered by this contract; (b) the services to be performed by TASER are outside the normal course and scope of the City’s usual business; and (c) TASER has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. **Waiver of Benefits.** TASER, as an independent contractor, will not receive from the City any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the City under this Agreement.

VIII. **NOTICE.**

A. **Notice regarding EVIDENCE.com Services.** TASER may provide any notice to the City regarding the EVIDENCE.com services by: (i) posting a notice on the City’s specific Agency EVIDENCE.com site; or (ii) sending a message to the email address(es) then associated with City’s account. Notices TASER provides by posting on the EVIDENCE.com site will be effective upon posting and notices we provide by email will be effective when TASER sends the email. It is the City’s responsibility to keep its email address current. City will be deemed to have received any email sent to the email address then associated with its account when TASER sends the email, whether or not City actually receives the email.
B. Other Notices. Except for any routine communication and notices for the EVIDENCE.com Services covered by section A above, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the City:

   Stephanie M. Landry, Deputy Superintendent
   Management Services Bureau
   New Orleans Police Department
   P.O Box 51480
   New Orleans, LA 70151

   &

   City Attorney
   City of New Orleans
   1300 Perdido Street, Suite 5E03
   New Orleans, LA 70112

2. To TASER:

   Mandy Duffy Manager of Sales Operations
   TASER International, Inc.
   17800 N. 85th Street
   Phoenix, AZ 85255

   and

   Legal Department
   TASER International, Inc.
   17800 N. 85th Street
   Phoenix, AZ 85255

Notices are effective when received, except any notice that is not received due to the intended recipient’s refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

IX. ADDITIONAL PROVISIONS.

A. Limitations of the City’s Obligations. The City has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

B. Order of Documents. In the event of any conflict between the provisions of this Agreement with any incorporated documents, the terms and conditions of the documents will apply in this order: the Agreement; RFP; and TASER’s Addendum to the Agreement.

C. Ownership Interest Disclosure. TASER will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in TASER and stating that no other person holds an ownership interest in TASER via a counter letter. For the purposes of this provision, an “ownership interest” shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If TASER fails to submit the required affidavits, the City may, after
thirty (30) days’ written notice to TASER, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

D. Subcontractor Reporting. TASER will provide a list of all natural or artificial persons who are retained by TASER at the time of the Agreement’s execution and who are expected to perform work as subcontractors on site in Louisiana in connection with TASER’s work for the City. For any subcontractor proposed to be retained by TASER to perform work on the Agreement with the City on site in Louisiana, TASER must provide notice to the City within 30 days of retaining that subcontractor. If TASER fails to submit the required lists and notices, the City may, after 30 days’ written notice to TASER, take any action it deems necessary, including, without limitation, causing the suspension of any payments, until the required lists and notices are submitted.

E. Prohibition of Financial Interest in Agreement. No elected official or employee of the City shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the City shall be deemed to be a financial interest of such elected official or employee of the City. Any willful violation of this provision, with the expressed or implied knowledge of TASER, shall render this Agreement voidable by the City and shall entitle the City to recover, in addition to any other rights and remedies available to the City, all monies paid by the City to TASER pursuant to this Agreement without regard to TASER’s otherwise satisfactory performance of the Agreement. This section does not apply to any TASER Certified Instructor or Master Instructor certifications bestowed by TASER on any City employee’s

F. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

G. Conflicting Employment. To ensure that TASER’s efforts do not conflict with the City’s interests, and in recognition of TASER’s obligations to the City, TASER will decline any offer of other employment if its performance of this Agreement is likely to be adversely affected by the acceptance of the other employment.

H. Non-Exclusivity. This Agreement is non-exclusive and TASER may provide services to other clients and the City may engage the services of others for the provision, of some or all of the work to be performed under this Agreement.

I. Assignment. This Agreement and any part of TASER’s interest in it are not assignable or transferable without the City’s prior written consent, except in connection with a merger, acquisition or sale of all or substantially all of TASER’s assets or as part of a corporate reorganization. In case of a merger, acquisition or sale of all or substantially all of TASER’s assets or as part of a corporate reorganization (“corporate event”), TASER will notify the City in writing of the assignment or transfer within thirty (30) days of the corporate event.

J. Terms Binding. The terms and conditions of this Agreement are binding on any heirs, successors, transferees, and assigns.

K. Jurisdiction. TASER consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Contractor.

L. Choice of Law. This Agreement will be construed and enforced in accordance with
the laws of the State of Louisiana without regard to its conflict of laws provisions.

M. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement shall be construed or resolved in favor of or against the City or TASER on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

N. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

O. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

P. No Third Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.

Q. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

R. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party’s right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

S. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

[The remainder of this page is intentionally left blank]
IN WITNESS WHEREOF, the City and TASER, through their duly authorized representatives, execute this Agreement.

CITY OF NEW ORLEANS

BY: MITCHELL J. LANDRIEU, MAYOR 12/16/13

FORM AND LEGALITY APPROVED: Law Department

By: ____________________________

Printed Name: Rebecca Dietz

TASER INTERNATIONAL, INC.

BY: DOUGLAS KLINT, PRESIDENT

CORPORATE TAX I.D.
EXHIBIT A PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF NEW ORLEANS
AND
TASER INTERNATIONAL, INC.
NOPD BODY-WORN CAMERAS
RFP NO. 2740-01498

ACCEPTANCE TEST PLAN

1. TASER shall implement the following Acceptance Test Plan:

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

**AXON Flex**

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>User slides power switch to “on” position</td>
<td>Solid red LED switches to blinking green within 20 seconds. (If this does not happen, confirm that wires are properly connected)</td>
</tr>
<tr>
<td>1.2</td>
<td>User turns on Samsung Touch device and initiates the “Axon” Application</td>
<td>“Flex” logo turns from red to green. (Device is already paired)</td>
</tr>
<tr>
<td>1.3</td>
<td>User selects “Flex” option on mobile application</td>
<td>Live stream of DVR footage appears on device.</td>
</tr>
<tr>
<td>1.4</td>
<td>User double-taps large button on Controller</td>
<td>DVR beeps twice (provided volume on) and blinking light on controller turns from green to red</td>
</tr>
<tr>
<td>1.5</td>
<td>User ends recording by holding down large button on Controller for 5 seconds</td>
<td>DVR beeps once (provided volume on) and blinking light turns from red to green</td>
</tr>
<tr>
<td>1.6</td>
<td>User selects “Evidence List” on Axon mobile application and selects the most recent video recording</td>
<td>User can then select the “play” logo and watch the recent recording.</td>
</tr>
<tr>
<td>1.7</td>
<td>User places DVR and Controller into dock.</td>
<td>DVR flashes red, yellow, and green, and then begins to blink yellow to symbolize the active upload. Controller shows yellow circle to symbolize charging cycle.</td>
</tr>
<tr>
<td>1.8</td>
<td>User logs onto EVIDENCE.com account once DVR is showing a solid green light.</td>
<td>This symbolizes the upload has completed.</td>
</tr>
</tbody>
</table>
2. The Acceptance Test Plan shall be complete and considered “accepted” when all tests are performed without error, the system has been used operationally and error-free for thirty (30) days, and TASER’s portion of the implementation training is completed.

3. At the end of the thirty (30) days period, the City will notify TASER in writing whether the Acceptance Test Plan is complete and “accepted.”

4. If the City believes that TASER did not complete the services in conformance with the Acceptance Test Plan, the City will notify TASER in writing of its specific reasons for rejection of the services.

5. TASER and the City will address City’s issues.
EXHIBIT B PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF NEW ORLEANS
AND
TASER INTERNATIONAL, INC.
NOPD BODY-WORN CAMERAS
RFP NO. 2740-01498

PRODUCTS AND SERVICES

1. **Five Year Plan for 320 AXON Body Cameras under the TASER Assurance Plan:**

<table>
<thead>
<tr>
<th>QTY</th>
<th>ITEM #</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>Total Before Discount</th>
<th>DISC ($)</th>
<th>NET TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>320</td>
<td>72902</td>
<td>BODYCAM, AXON BODY</td>
<td>209.00</td>
<td>USD 95,680.00</td>
<td>USD 3,303.65</td>
<td>USD 92,376.05</td>
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<tr>
<td>0</td>
<td>85535</td>
<td>EVIDENCE.COM STORAGE (GB)-5 YEAR CONTRACT</td>
<td>$1.50 GB per year</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
</tr>
<tr>
<td>320</td>
<td>85069</td>
<td>5 YEAR TASER ASSURANCE PLAN, BODYCAM</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
<td></td>
</tr>
<tr>
<td>320</td>
<td>85078</td>
<td>ULTIMATE EVIDENCE.COM ANNUAL PAYMENT</td>
<td>588.00</td>
<td>USD 188,160.00</td>
<td>USD 78,464.00</td>
<td>USD 109,696.00</td>
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<tr>
<td>6,400</td>
<td>85035</td>
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<td>16,000</td>
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<tr>
<td>10</td>
<td>73002</td>
<td>BODYCAM, AXON BODY</td>
<td>USD 0.00</td>
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<td>USD 0.00</td>
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<tr>
<td>10</td>
<td>73077</td>
<td>HOLSTER, BELT CLIPS, AXONBODY</td>
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<td>USD 0.00</td>
<td>USD 299.50</td>
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<tr>
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<td>85069</td>
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<td>USD 0.00</td>
<td>USD 0.00</td>
<td>USD 0.00</td>
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<tr>
<td>2</td>
<td>85055</td>
<td>PREMIUM PLUS SERVICE</td>
<td>1500.00</td>
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<td>USD 30,000.00</td>
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<tr>
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<tr>
<td>30</td>
<td>71070</td>
<td>BODYCAM ETM, 12 BODY CAMERA BAYS</td>
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<td>USD 44,998.50</td>
<td>USD 20,998.50</td>
<td>USD 24,000.00</td>
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Year 1 net 30 Total: USD 383,138.00
Year 1 net 30 Net Price: USD 270,291.55
### Year 2 net 30

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<tr>
<td>320</td>
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<td>ULTIMATE EVIDENCE.COM ANNUAL PAYMENT</td>
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<td>USD 188,160.00</td>
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<td>USD 188,160.00</td>
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<tr>
<td>22,400</td>
<td>85035</td>
<td>EVIDENCE.COM STORAGE</td>
<td>$1.50 / GB per year</td>
<td>USD 33,600.00</td>
<td>USD 10,976.00</td>
<td>USD 22,624.00</td>
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</tbody>
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Year 2 net 30 Total: USD 221,760.00
Year 2 net 30 Net Price: USD 210,784.00

### Year 3 net 30

<table>
<thead>
<tr>
<th>QTY</th>
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Year 3 net 30 Total: USD 221,760.00
Year 3 net 30 Net Price: USD 210,784.00

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<td>USD 22,624.00</td>
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Year 4 net 30 Total: USD 221,760.00
Year 4 net 30 Net Price: USD 210,784.00

### Year 5 net 30

<table>
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<tr>
<th>QTY</th>
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<td>USD 22,624.00</td>
</tr>
</tbody>
</table>

Year 5 net 30 Total: USD 221,760.00
Year 5 net 30 Net Price: USD 210,784.00

Subtotal: USD 1,113,427.55
Estimated Shipping Cost: USD 1,168.76
Grand Total: USD 1,114,594.31
2. **Five Year Plan for 100 AXON Flex Cameras under the TASER Assurance**

**Plan:**

<table>
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<tr>
<th>QTY</th>
<th>PART #</th>
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<th>UNIT PRICE</th>
<th>Total Before Discount</th>
<th>DISC ($)</th>
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</thead>
<tbody>
<tr>
<td>100</td>
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<td>KIT. AXON. FLEX</td>
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<td>USD 1,399.82</td>
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<td>USD 2,985.00</td>
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<td>USD 0.00</td>
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<tr>
<td>100</td>
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<td>USD 24,320.00</td>
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<tr>
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<tbody>
<tr>
<td>14</td>
<td>73010</td>
<td>ETM. 6 CAMERA BAYS. 6 CONTROLLER. BAYS. AXON FLEX</td>
<td>$469.95</td>
<td>USD 20,069.30</td>
<td>USD 2,700.25</td>
<td>USD 17,369.05</td>
</tr>
</tbody>
</table>

**Year 1 net 30 Total:** USD 140,319.25  
**Year 1 net 30 Net Price:** USD 98,006.13

---

Professional Services Agreement between  
City of New Orleans and TASER International, Inc.  
NOFD Body-Worn Cameras as per City’s RFP No. 2740-01498
### Year 2 net 30

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>100</td>
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<td>7,000</td>
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<td>USD 3,430.00</td>
<td>USD 7,070.00</td>
</tr>
</tbody>
</table>

**Year 2 net 30 Total:** USD 69,300.00  
**Year 2 net 30 Net Price:** USD 65,870.00

---

### Year 3 net 30

<table>
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<tr>
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**Year 4 net 30 Total:** USD 69,300.00  
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<tr>
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<td>588.00</td>
<td>USD 58,800.00</td>
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<td>7,000</td>
<td>5035</td>
<td>EVIDENCE.COM STORAGE</td>
<td>$1.50 / GB per year</td>
<td>USD 10,500.00</td>
<td>USD 3,430.00</td>
<td>USD 7,070.00</td>
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</table>

**Year 5 net 30 Total:** USD 69,300.00  
**Year 5 net 30 Net Price:** USD 65,870.00

---

**Subtotal:** USD 341,485.13  
**Estimated Shipping Cost:** USD 659.00  
**Grand Total:** USD 342,144.11
EXHIBIT C PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF NEW ORLEANS
AND
TASER INTERNATIONAL, INC.
NOPD BODY-WORN CAMERAS
RFP NO. 2740-01498

NOPD TRAINING PLAN AND SCHEDULE

OPTION 2: TRAIN-THE-TRAINER AT EACH PRECINCT

<table>
<thead>
<tr>
<th>Train-the-Trainer at Each Precinct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 1</td>
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<tr>
<td>Day 9</td>
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</tr>
</tbody>
</table>

Follow-Up Schedule

| Day 45 | On-Site or Virtual Check-up, depending on Program Success |

Ongoing Support

Live support available M-F 7:00AM - 5:00PM MST
Virtual support and Web support available 24/7
ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF NEW ORLEANS

AND

TASER INTERNATIONAL, INC.

NOPD BODY-WORN CAMERAS

RFP NO. 2740-01498

TASER’S ADDITIONAL TERMS AND CONDITIONS

General Sales Terms:

1. Excusable delays. TASER will use commercially reasonable efforts to deliver all products and services ordered by City as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond TASER’s reasonable control, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, TASER has the right, in its sole discretion and upon oral or written notice to City, to delay or terminate the delivery.

2. Warranty Coverage. TASER’s current warranty provisions, warranty exclusions, release, and any limitations of liability located at www.TASER.com are also applicable to City’s purchase.

3. Proprietary Information. City agrees that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute TASER’s products and services, and that City will not directly or indirectly cause any proprietary rights to be violated.

4. Design Changes. TASER reserves the right to make changes in design of any of TASER’s products and services without incurring any obligation to notify City or to make the same change to products and services previously purchased by City.

TASER Assurance Plan Sales Terms:

1. TASER Assurance Plan (TAP). TAP provides City with hardware extended warranty coverage, Spare Products (for AXON cameras), and Upgrade Models at the end of the TAP Term. TAP only applies to the AXON flex camera and controller, AXON body camera, or ETM, depending on the plan purchased. TAP’s purchase price does not include any hardware, software or the EVIDENCE.com services. TAP does not apply to software or services offered for, by, on, or through the TASER.com or EVIDENCE.com websites. To qualify to purchase TAP, City must separately purchase EVIDENCE.com services for at least 3 years. City may not buy more than one TAP for any one AXON camera/ETM product. TAP must be purchased for all AXON cameras/ETMs purchased by City agency after City elects to participate in TAP.

2. TAP Warranty Coverage. See TASER’s current Hardware Warranty, Limitations and Release for Law Enforcement CEW Products and On-Officer Cameras at www.TASER.com (“Hardware Warranty”). TAP includes the extended warranty coverage described in the current Hardware Warranty. TAP for the AXON camera products also includes free replacement of the
AXON flex controller battery and AXON body battery during the TAP Term (applies to replacement for batteries which fail to function for any reason not excluded by the Hardware Warranty). TAP warranty coverage starts at the beginning of the TAP Term and continues as long as City continues to pay the required annual fees for TAP. City may not have both an optional extended warranty and TAP on the AXON camera/ETM product.

3. **SPARE AXON cameras.** For TAP for AXON camera products, TASER will provide a predetermined number of spare AXON cameras (and controllers if applicable) (collectively the “Spare Products”) to City to keep at City’s location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. City must return to TASER, through TASER’s RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER’s sole option. City may not buy a new TAP for the replacement product or the Spare Product. Within 30 days of the end of the TAP Term City must return to TASER all Spare Products. City will be invoiced for and is obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh City’s allotted number of Spare Products with Upgrade Models if City purchases a new TAP for the Upgrade Models.

4. **TAP Upgrade Models.** Upgrade Models to be provided as follows during and/or after the TAP Term: (i) after 3 years if City purchased 3 years of EVIDENCE.com services and all TAP payments are made; or (ii) once after 2.5 years and once again after 5 years if City purchased 5 years of EVIDENCE.com services and made all TAP payments. Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after City receives the Upgrade Models, City must return the products to TASER or TASER will deactivate the serial numbers for the products for which City received Upgrade Models unless City purchases additional EVIDENCE.com licenses for the AXON camera products that City is keeping. City may buy a new TAP for any Upgraded Model.

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

b. **TAP ETM Upgrade Models.** TASER will upgrade the ETM free of charge, with a new ETM with the same number of bays that is the same product or a like product, at TASER’s sole option. If City would like to change product models for the Upgrade Model or add additional bays, then City must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model City desires to acquire. If the MSRP of the new model is less than the MSRP of the offered Upgrade Model, TASER will use its best commercially efforts to pass through to the City the cost decrease.

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

6. TAP Early Cancellation or Termination. If written notification of cancellation is received by TASER, an invoice for TAP is more than ninety (90) days past due, or City defaults on its payments for the EVIDENCE.com services then TASER may terminate TAP and all outstanding AXON product related TAPs with City. TASER will provide notification to City that TAP coverage is terminated. Once TAP coverage is terminated, then:
   a. TAP coverage will terminate as of the date of cancellation/termination and no refunds will be given.
   b. TASER will not and has no obligation to provide the free Upgrade Models.
   c. City will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products provided to City under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
   d. City will be responsible for payment of any missed payments due to the early cancellation or termination before being allowed to purchase any future TAP.

TASER’s EVIDENCE.com Master Service Agreement (MSA):

This EVIDENCE.com Master Service Agreement (Agreement) contains the terms and conditions that govern your access to and use of the Service Offerings and is an agreement between TASER International, Inc. (TASER, we, us, or our) and you or the entity you represent (Agency or you). This Agreement takes effect on the Effective Date of the parties Professional Services Agreement.

1. Use of the Service Offerings.

1.1 Generally. You may access and use the Service Offerings in accordance with this Agreement. You will adhere to all laws, rules, and regulations applicable to your use of the Service Offerings, including the Policies as defined in Section 10.

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

1.3 Your Account. To access the Services, you must create at least one account with a Standard or higher tier license associated with a valid e-mail address. All End User accounts must also be associated with a valid email address and you may only create one account per email address. You are responsible for all activities that occur under your account, regardless of whether the activities are undertaken by you, your employees, or a third party (including your contractors or agents) and, except to the extent caused by our breach of this Agreement, we and our affiliates are not responsible for unauthorized access to your account. You will contact us immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You may access and download Your Content during the Term and in accordance with the terms of this Agreement.
1.4 Support. We may make available to you updates (Updates) to the Service Offerings. Updates may be provided electronically via the Internet or via media (e.g., CD-ROM) as determined solely by us. It is your responsibility to establish and maintain adequate access to the Internet in order to receive the Updates. We do not provide Internet Service Provider (ISP) services. You are responsible for maintaining the computer equipment necessary for your use of the Service Offerings.

2 Changes.

2.1 To the Service Offerings. We may change, discontinue, or deprecate any of the Service Offerings (including the Service Offerings as a whole) or change or remove features or functionality of the Service Offerings from time to time. We will notify you of any material change to or discontinuation of the Service Offerings within thirty (30) days of change or discontinuation.

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

3 Security and Data Privacy.

3.1 Security. Without limiting Sections 8 or 9 or your obligations under Section 4, we will implement reasonable and appropriate measures designed to help you secure Your Content against accidental or unlawful loss, access or disclosure. Specifically, we will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, security education, risk management, and data protection.

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

3.3 Data Regions. TASER will determine the geographic region(s) in which Your Content will be stored and accessible by your End Users. We will not move Your Content from the selected regions without notifying you, unless required to comply with the law or requests of
a governmental or regulatory body (including subpoenas and court orders). For United States customers, we will ensure that all of Your Content stored in the Service Offerings remains within the confines of the United States including any backup data, replication sites, and disaster recovery sites.

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

3.5 No Sale or Disclosure of Your Content. We will treat as confidential information all of Your Content. We will not reproduce, copy, duplicate, disclose, or in any way treat Your Content in any manner except that contemplated by this Agreement.

4 Your Responsibilities.

4.1 Your Content. You are solely responsible for the development, content, operation, maintenance, and use of Your Content. For example, you are solely responsible for:

a. the uploading, sharing, management and deletion of Your Content;

b. the accuracy, quality, integrity and legality of Your Content and of the means by which you acquired Your Content;

c. setting of permissions, roles and responsibilities regarding Your Content;

d. monitoring system use and storage levels by your designated End Users;

e. using commercially reasonable efforts to prevent unauthorized access to or use of the Service Offerings (you will notify TASER promptly of any unauthorized access or use);

f. security of system due to the misuse, theft, or sharing passwords; and

any claims relating to Your Content.

4.2 Prohibited Actions. You must not:

a. make the Service Offerings available to anyone other than your designated End Users;

b. use the Service Offerings to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code;

c. interfere with or disrupt the integrity or performance of the Service Offering or third-party data contained therein; or

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

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

5 Fees and Payment.

5.1 Service Fees. You are responsible for all fees specified in the Professional Services Agreement.

5.2 Additional Fees. We may charge an additional fee for: (a) exceeding your allotted storage amounts based on your contract or purchase agreement with TASER; (b) TASER’s assistance in the downloading or exporting of Your Content; and (c) future modules and integrations which you purchase at a future date and which are in addition to the items listed in your contract or purchase agreement with TASER. TASER must provide written notice to the City that TASER desires to charge the City an additional fee. Any additional fee agreed upon will be materialized into a written amendment between TASER and the City.

5.3 Suspension of Service and Acceleration. If any amount owed by you under this Agreement is ninety (90) days or more overdue, we may, without limiting our other rights and remedies, accelerate any unpaid fees so that all obligations become immediately due and payable, and we may suspend the Service Offerings and your access to the Service Offerings until all amounts are paid in full.

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

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

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

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

7 Proprietary Rights.

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

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

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

7.4 License Restrictions. Neither you nor any of your End Users may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither you nor any of your End Users may, or attempt to: (a) permit any third party to access the Service Offerings except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Service Offerings; (c) reverse
engineer, disassemble, or decompile the Service Offerings or apply any other process or procedure to derive the source code of any software included in the Service Offerings, or allow any others to do the same; (d) access or use the Service Offerings in a way intended to avoid incurring fees or exceeding usage limits or quotas; (e) copy the Service Offerings in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Service Offerings, except as expressly permitted in this Agreement; (g) resell, rent, loan or sublicense the Service Offerings; (h) access the Service Offerings in order to build a competitive product or service or copy any features, functions or graphics of the Service Offerings; or (i) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Service Offerings or any copies of the Service Offerings. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. During and after the Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our affiliates, customers, vendors, business partners, or licensors, any patent infringement or other intellectual property infringement claim regarding any Service Offerings you have used. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.taser.com).

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

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

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

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES OFFERINGS IS IN ACCORDANCE WITH APPLICABLE LAW. You are solely
responsible for: (a) all data before it is uploaded to the Service Offerings; (b) configuring and setting up any hardware or networks that you connect to the service offerings; (c) your networks and how they may interact with the hardware, software or service offerings; and (d) any security settings you establish to interact with or on the service offerings. TASER DISCLAIMS any warranties or responsibility for data corruption or errors before the data is uploaded to the Service Offerings.

9 Limitations of Liability. WE AND OUR AFFILIATES OR LICENSORS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) YOUR INABILITY TO USE THE SERVICES, INCLUDING AS A RESULT OF ANY (i) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS, (ii) OUR DISCONTINUATION OF ANY OR ALL OF THE SERVICE OFFERINGS, OR, (iii) WITHOUT LIMITING ANY OTHER OBLIGATIONS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICES FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF OR ACCESS TO THE SERVICE OFFERINGS; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF YOUR CONTENT OR OTHER DATA. IN ANY CASE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, OUR AND OUR AFFILIATES’ AND LICENSORS’ AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF $100,000 OR THE AMOUNT YOU ACTUALLY PAY US UNDER THIS AGREEMENT FOR THE SERVICE OFFERINGS THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE CLAIM. NOTHING IN THIS SECTION 12 LIMITS YOUR OBLIGATIONS UNDER SECTION 5.

10 Definitions.

“API” means an application program interface.

“Confidential Information” means all nonpublic information disclosed by TASER, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by
documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

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

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

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

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

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

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

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

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

“Service Offerings” means the Services, the EVIDENCE.com Site, EVIDENCE Sync software, EVIDENCE Mobile App, AXON® Mobile App, other software, maintenance, storage, and any other product or service provided by us under this Agreement. This does not include any Third Party Applications, hardware warranties, or the my.evidence.com services.

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

[The remainder of this page is intentionally left blank]

[SIGNATURES CONTAINED ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the City and TASER, through their duly authorized representatives, execute this Addendum to the Agreement.

CITY OF NEW ORLEANS

BY: ____________________________

MITCHELL J. LANDRIEU, MAYOR

FORM AND LEGALITY APPROVED: ____________________________

Law Department

By: ____________________________

Printed Name: ____________________________

TASER INTERNATIONAL, INC.

BY: ____________________________

DOUGLAS KLEIN, PRESIDENT

CORPORATE TAX I.D. ____________________________