

**AMENDMENT 2 TO THE MASTER SERVICES AND PURCHASING AGREEMENT
WITH AXON ENTERPRISE, INC.**

This Amendment 2 to the "Master Services and Purchasing Agreement," (the "Master Agreement"), executed on April 30, 2021, and amended by Amendment 1 dated September 14, 2022 (together, hereafter the "Agreement"), by and between Snohomish County, a political subdivision of the State of Washington (the "County") and Axon Enterprise, Inc., duly registered and authorized to conduct business in Washington State (the "Contractor") is made and entered into on this 30th day of August, 2024.

RECITALS

WHEREAS, the County and Axon Enterprise, Inc. are the parties to that certain Master Services and Purchasing Agreement executed on April 30, 2021 and amended by Amendment 1 dated September 14, 2022 (together the "Agreement"); and

WHEREAS, the County desires to implement a fully configured Axon digital evidence system that provides licensed users with the ability to transfer files between user groups and securely trace file modifications and versions; and

WHEREAS, the County's evaluation team selected Axon Enterprise, Inc., through RFP-24-011BC to provide and implement a Digital Evidence Software and Licensing system for the County; and

WHEREAS, to that end, the parties have agreed to add Digital Evidence Software and Licensing to the functionality of the Agreement for a maximum contract amount of \$2,027,284.00 for the initial five (5) year term plus applicable sales tax.

NOW, THEREFORE, for and consideration of the mutual benefits conferred on both parties, the parties agree as follows:

1. Axon Cloud Services Terms of Use Appendix (pages 7 through 9 of the Master Agreement) is hereby deleted in its entirety and replaced with Axon Cloud Services Terms of Use Appendix 2024, attached to this Amendment 2 and by this reference incorporated into the Master Agreement.
2. Exhibit K - Digital Evidence Software and Licensing Statement of Work, is hereby attached to this Amendment 2 and by this reference incorporated into the Master Agreement.
3. Exhibit L - Axon Application Programming Interface Appendix, and Exhibit M – Axon Investigate Appendix, are hereby attached to this Amendment 2 and by this reference incorporated into the Master Agreement.

4. Part 8 of the Master Agreement, Statement of Work, is hereby deleted in its entirety and replaced with the following:

8. Statement of Work. Exhibit A, Statement of Work, Exhibit B, Body Worn Cameras Statement of Work, Exhibit C, Professional Services Appendix, Exhibit G, Taser 7 Statement of Work, Exhibit H, Taser 7 Appendix, and Exhibit K, Digital Evidence Software and Licensing Statement of Work, detail the Agency's deliverables and Axon's Service deliverables. Axon is only responsible to perform Services as described in the SOWs and associated Appendices. Additional services are out of scope. The parties must document scope changes in a written and signed amendment. Changes may require an adjustment in fees or schedule.

5. Part 20.12 of the Master Agreement, is hereby deleted in its entirety and replaced with the following:

20.12. Entire Agreement. This Agreement, including the following Exhibits, Appendices and any SOW(s), represents the entire agreement between the Parties:

1. Axon Cloud Services Terms of Use Appendix 2024
2. Appendix A, Snohomish County Purchase Order Terms and Conditions
3. Exhibit A, Statement of Work
4. Exhibit A, Attachment A: Axon Interview Room Configuration and Quote
5. Exhibit A, Attachment B: Axon Interview Hardware and Software Specifications
6. Exhibit B, Body Worn Cameras Statement of Work
7. Exhibit B, Attachment A: Project Implementation Plan and Timeline
8. Exhibit C, Professional Services Appendix
9. Exhibit D, Technology Service Plan Appendix
10. Exhibit E, Axon Auto-Tagging Appendix
11. Exhibit F, Axon Service Offerings Agreement
12. Exhibit G, TASER 7 Statement of Work
13. Exhibit H, TASER 7 Appendix
14. Exhibit I, Axon Quote Q-378880
15. Exhibit J, Axon Quote Q-376908
16. Exhibit K, Digital Evidence Software and Licensing Statement of Work
17. Exhibit L, Axon Application Programming Interface Appendix
18. Exhibit M, Axon Investigate Appendix

This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

6. All other terms of the Master Agreement shall remain in full force and effect, except as expressly modified by this Amendment 2.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 2 as of the day and year first written above.

COUNTY:

Snohomish County, a political subdivision of the State of Washington

By **Klein, Ken** Digitally signed by Klein, Ken
Date: 2024.08.30 15:55:21 -07'00'
Name: Ken Klein
Title: Executive Director

CONTRACTOR:

Axon Enterprise, Inc.
A Delaware Corporation

By **Robert Driscoll** DocuSigned by:
55DAEBB131A4153
Name: Robert Driscoll
Title: Deputy General Counsel

Approved as to Insurance and Indemnification Provisions:

Risk Management

Approved as to form only:

Wendling, Rebecca Digitally signed by Wendling, Rebecca
Date: 2024.08.05 15:16:32 -07'00'

COUNCIL USE ONLY
Approved 8/28/2024
ECA# # 2024-0936
MOT/ORD Motion 24-321



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Axon Cloud Services Terms of Use Appendix 2024

1 **Definitions.**

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

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

“**Non-Content Data**” is data, configuration, and usage information about Agency’s Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

“**Personal Data**” means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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

3 **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security.** Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user’s use of Agency Content or Axon Cloud



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Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

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

- 6 **Privacy.** Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.
 - 7 **Axon Body 3 Wi-Fi Positioning.** Axon Body 3 cameras offers a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
 - 8 **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.
 - 9 **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
 - 10 **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use
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of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

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

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

An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

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

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

- 13.1 copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2 reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3 access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4 use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5 access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6 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 Cloud Services; or
 - 13.7 use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
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- 14 **After Termination.** Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
- 15 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 16 **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
- 17 **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.
- 18 **For Third-Party Unlimited Storage the following restrictions apply:** (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.
- 19 **Add-on Services Appendix,** This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.
- 19.1 **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.
- 19.1.1 If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the
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(1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

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

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

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

EXHIBIT K
Digital Evidence Software and Licensing
Statement of Work

This Statement of Work (“SOW”) is made part of and incorporated by this reference into the Master Services and Purchasing Agreement (the “Agreement”) entered into by and between Snohomish County (the “County”), and Axon Enterprise, Inc. (the “Contractor”) on April 30, 2021 and amended on September 14, 2022.

1. Definitions

1.1 **Acceptance** means the point when the County project team acknowledges that the Contractor has completed all required deliverables.

2. Scope of Work to be performed by Contractor.

The Contractor shall provide and implement a fully configured Axon Justice Premier digital evidence management system. Justice Premier specifications and Contractor’s implementation and training obligations are set forth in Attachment A. Contractor’s Justice Premier software provides licensed users with the ability to transfer files between user groups and securely trace file modifications and versions. Implementation shall be completed in two separate phases, which may be completed in parallel; phase one will focus on establishing the Snohomish County Prosecuting Attorney’s Office (PA) portal, and phase two will focus on the Snohomish County Office of Public Defense (OPD) portal. Once implemented, there will be three distinctly separate file access portals: the existing law enforcement agency portal as established by the Agreement and its Amendment No. 1 and the new PA and OPD portals.

3. Rolling Estoppel.

County assumes responsibility for providing the resources as indicated in the Statement of Work. County will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from Contractor by the fifteenth (15th) day of the month following the month of the alleged deficiencies and Contractor identifies specific deficiencies in County’s fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of Contractor.

Contractor is estopped from claiming that a problem has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract, or the contract price, if Contractor knew of the problem and failed to include it in the applicable report.

In the event Contractor identifies a problem wherein the County is impeding Contractor’s ability to perform, Contractor’s deficiency report should contain Contractor’s suggested solutions in sufficient detail for County project managers to make a prompt decision as to the best solution.

If the problem is one that allows Contractor (within the terms of the Agreement) to ask for changes in the project timetable, the performance standards, the project price or all of these elements, the report should comply with the Section 8 of the Master Services and Purchasing Agreement.

4. Contractor's Responsibilities.

4.1 Contractor shall meet the following deliverables:

- Provide a single point of contact from Contractor to act as Project Manager (“CPM”) and work with the County’s Project Manager (“SCPM”), or other designated representative.
- Conduct introductory, kick-off, and deep dive calls with County project team.
- Develop a communication plan for implementation in accordance with Attachment A with approval by the SCPM.
- Determine implementation workflows in accordance with Attachment A with approval by the SCPM.
- Guide the County project team throughout the entire implementation process.

4.2 Contractor Tasks and Responsibilities:

The Contractor shall:

- Provide initial count of 235 licenses to the County: 150 licenses administered by the PA and 85 licenses to be administered by the OPD.
- Set up the admin portal for licenses in the PA and the OPD.
- Set up necessary levels of permission for licenses in the PA and OPD. Ensure that OPD administrative users are able to restrict Justice Premier user permissions to allow only for criminal cases transferred by the PA or enable broader use, as appropriate.
- Recommend ideal configuration settings for business needs, and sharing best practices in the industry when it comes to use of the platform and developing related policies.
- Ensure the system allows for secure, audited access, with any file modifications traceable.
- Maintain role-based access permissions to files among law enforcement, PA, and OPD user accounts so that different types of users are unable to access data outside of their area of authority.
- Schedule and provide online hosted Justice Premier training sessions for user accounts managed by the PA and the OPD as described in Attachment A section 12D.2. Contractor shall provide a training plan customized for the County for review and approval.
- Adhere to the terms and conditions of the Axon Master Services Agreement including but not limited to: The system shall meet Criminal Justice Information Services

(CJIS) requirements as well as any other applicable laws in the United States, State of Washington and Snohomish County pertaining to evidence storage, transfer and access.

- Provide post-implementation support and technical support to user accounts managed by the PA and user accounts managed by the OPD.
- Provide access to Justice Premier, which shall comply with the specifications set forth in Exhibit K Attachment A.
- Provide implementation for Justice Premier, as set forth in Exhibit K Attachment A.

5. County's Responsibilities.

5.1 County to Provide:

The County shall provide the following for this project:

- Single point of contact from County for each implementation phase to act as Project Manager ("SCPM") and work with Contractor's Project Manager ("CPM"), or other designated representative.
- Through the SCPM, access to subject matter experts for design recommendations and access to managers with decision making authority

5.2 County Tasks and Responsibilities:

The County shall:

- Attend the introductory, kick-off, and deep dive calls with the Contractor
- Provide IT and project manager points of contact to Axon personnel
- Assign subject matter experts as needed to provide information and expertise as system configuration and workflows are designed
- Define roles and permissions

Snohomish County project management best practices shall be observed, including County change control procedures and weekly project status update meetings with the participating project team (Contractor/County). The County Project Manager and the Contractor shall negotiate the acceptance level of project management oversight at the kick-off call.

6. System Installation Acceptance Testing

Task Description: Prior to beginning the final testing, the Contractor and County must agree that all tasks related to System Installation, including configuration and training have been completed. Final testing will be completed by the County to ensure that all system issues have been identified. Contractor will accept identified problems that are reported and will either correct them, provide additional training, or provide a configuration revision, reviewed and accepted by the County, to ensure the system is ready for go-live into production.

The following subtasks will be performed: Acceptance testing highlights and verifies system functionality in the following areas:

- User Testing – the County shall perform sufficient testing to determine that user profiles, system, permissions, workflows and access are established in a manner that will allow use of the system by employees in various roles. Testing will also determine that permissions for users adequately segregate information available to those users in a manner consistent with legal practices.

Deliverables: The Contractor shall isolate, troubleshoot, and help resolve all issues that are identified or that arise during testing for successful resolution prior to go-live into production. Contractor shall review, research and resolve any final acceptance issues.

7. Project Completion Criteria

The full digital evidence system supplied by the Contractor (including related software, hardware configuration, training, and support agreements) has been delivered to the PA and the OPD and is fully functional and proven to be satisfactory to the County. All requirements found in this and all other project documentation (including those documents submitted by the Contractor) must be satisfactorily met by the Contractor products/services, tested by the County, and Accepted through testing (at the discretion of the County).

8. Fees

TABLE 1 – Year 1 Implementation Fees

Item	Item Description	Price
Implementation Labor Cost	Invoice Net 30 days from Acceptance Date	\$40,000.00
Implementation Total (before applicable sales tax)		\$40,000.00

TABLE 2 – Annual Maintenance & Support Fees (plus applicable sales tax)

Item Description	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Maintenance & Support	\$302,416.80	\$302,416.80	\$302,416.80	\$302,416.80	\$302,416.80
<ul style="list-style-type: none"> • Annual fee is based on 235 licensed users: 150 in the PA and 85 in the OPD. • Year 1 annual fee is due Net 30 days from Acceptance date. Annual fee for years 2 through 5 is due Net 30 days from annual anniversary of Acceptance Date 					

TABLE 3 – Additional License Fees for Incremental Purchases

Quantity	Item Description	Price
	Additional Justice Premier License	\$99 per User per Month
Additional license fees not to exceed \$475,200 for the initial 60-month term		

9. Project Managers

County Project Manager (“SCPM”)	Contractor Project Manager (“CPM”)
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Name:	Tricia Stemler	Name:	Travis Rodery
Address:	Prosecuting Attorney Office 3000 Rockefeller Avenue Everett, WA 98201	Address:	17800 N 85th St Scottsdale, AZ 85255
Phone:	425-388-3967	Phone:	800-978-2737
Email:	Tricia.stemler@snoco.org	Email:	troder@axon.com
County Project Manager (“SCPM”)		Contractor Project Manager (“CPM”)	
Name:	Jason Schwarz	Name:	Patrick (Pat) Muscat
Address:	Office of Public Defense 3000 Rockefeller Avenue Everett, WA 98201	Address:	17800 N 85th St Scottsdale, AZ 85255
Phone:	425-388-3032	Phone:	313-806-9828
Email:	Jason.Schwarz@snoco.org	Email:	pmuscat@axon.com
County Project Subject Matter Expert (“SCSME”)			
Name:	Kristin Crane		
Address:	Office of Public Defense 3000 Rockefeller Avenue Everett, WA 98201		
Phone:	425-388-3807		
Email:	Kristin.Crane@snoco.org		
Third Party Subject Matter Expert (“TPSME”)			
Name:	Ama Okoro		
Address:	Public Defender Association 2722 Colby Ave, Suite 200 Everett, WA 98201		
Phone:	425-374-5081		
Email:	Aokoro@snocopda.org		

10. Sites and Locations.

All work will be performed remotely.

11. Attachments.

- Attachment A – Specifications for Justice Premier

Exhibit K Attachment A

Specifications for Justice Premier

Contractor’s Justice Premier Module shall comply will the following specifications:

<p>Ability to receive, store, manage, search, organize, edit, share, and disclose digital evidence from the Axon ecosystem or from third party sources.</p> <ul style="list-style-type: none"> • Create clips and markers to focus on critical portions of digital evidence • Create redactions with AI that help detect common items in digital evidence • View evidence metadata overlays that display information such a recorded-on time, date, office name, and evidence ID • Track whether digital evidence is newly received, reviewed, and disclosed • Add metadata, tags, notes, and categories to digital evidence and a case file • Access, download, and share audit trails • View location data and automated transcriptions associated with digital evidence
<p>Ability to host digital evidence in a secure cloud system with unlimited storage.</p>
<p>Ability to convert digital files for compatibility and playback purposes.</p>
<p>Ability to trace evidence according to accused name, disclosure status, court number, docket number, and other specified data sets.</p>
<p>Unlimited use of AI-assisted redaction and automatic transcription features.</p>
<p>Ability to set role-based access permissions.</p>
<p>Ability to protect the chain of custody.</p> <ul style="list-style-type: none"> • Create tamperproof audit trails for digital evidence and users • Create tamperproof audit trails that exclude work product
<p>Ability to ensure compliance with FBI Criminal Justice Information Services (CJIS) Security Policy</p> <ul style="list-style-type: none"> • Information security program exceeds CJIS security requirements • Information security program designed to provide protection against current and emerging threats to digital security • Data encrypted at rest and in transit. For data in transit SSL/TLS is implemented using TLS 1.2 with a 256-bit connection. Data at rest encrypted with at least 256-bit AES

Implementation for Justice Premier

<p>Pre-implementation Phase</p> <ul style="list-style-type: none"> • Contractor shall organize and attend introductory call with County to transition account from sales team to implementation team. • Contractor shall organize and attend kick-off call to determine scheduling and a project outline. Contractor shall schedule core set of training. • Contractor shall organize and attend deep-dive call with entire implementation team. Contractor shall demonstrate all of the purchased Justice Premier features and interfaces. Based on County feedback and workflows, Contractor will determine how
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evidence will be ingested into and shared from the County's version of Justice Premier. Contractor shall adapt implementation plan and training plan accordingly.

- Contractor shall lead a discussion to determine what system settings and permissions are needed to comply with applicable laws and policies.

Implementation Phase

- Contractor shall configure the roles and permissions, custom categories, and other Justice Premier settings based on the parties' decisions in the Pre-implementation Phase.
- Contractor shall configure and turn on any additional features purchased by County.
- When Contractor believes the software has been configured according to the County's standards, Contractor shall provide County acceptance documents, and the acceptance testing process set forth in Section 6 of Exhibit K shall be followed.

Post-implementation Phase

- Contractor shall provide technical support services to the County for the duration of the Agreement. These technical support services shall include live phone support 24 hours a day, seven days a week. Technical support services also include online e-mail-based support and remote location trouble-shooting.
- If advanced trouble-shooting is required, Contractor shall provide technical support services through its Tier 2 Technical Support Team, which will take over the technical support from the Tier 1 Technical Support Team.
- Contractor shall also provide technical support services through justicehelp@axon.com.

**Exhibit L - Axon Application Programming Interface Appendix**

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.**4. Customer Responsibilities.** When using API Service, Customer and its end users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is



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considered Axon's API Content, including:

- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.
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Exhibit M - Axon Investigate Appendix

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

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of the subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
 2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
 3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
 4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
 5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
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