

PUBLIC NOTICE
AGENDA
LOCKHART CITY COUNCIL
January 6, 2026
CLARK LIBRARY ANNEX-COUNCIL CHAMBERS
217 SOUTH MAIN STREET, 3RD FLOOR
LOCKHART, TEXAS

6:30 P.M. WORK SESSION (No Action)

Work session will be held to receive briefings and to initially discuss all items contained on the Agenda posted for 7:30 p.m. Generally, this work session is to simplify issues as it relates to the agenda items. No vote will be taken on any issues discussed or reviewed during the work session except to the extent specifically authorized under the Texas Open Meetings Act.

DISCUSSION ONLY

- A. Discuss authorizing City Manager to sign a two-year renewal agreement with Community Action, Inc. for the Comprehensive Energy Assistance Program (CEAP). **5-10**
- B. Discussion regarding the approval of a Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program cost-share reimbursement grant for fire and rescue equipment. **11-14**
- C. Discuss a Master Services and Purchasing Agreement with Axon Enterprise, Inc. for a TASER 10 subscription program for the Police Department, and authorize the City Manager to execute the agreement. **15-85**
- D. Discussion regarding Resolution No. 2026-01 authorizing the City Manager to execute a commercial lease agreement for the Lockhart Visitor Center. **86-101**
- E. Discussion regarding an update on the Downtown Revitalization Project and consider approval of Change Order No. 14, and authorize the City Manager to execute the change order. **102-146**
- F. Discuss Ordinance 2026-01 ordering a special election to be administered by the Caldwell County Elections Administrator on March 31, 2026, for the purpose of electing one member of the Lockhart City Council (Councilmember District 2) to fill the vacancy resulting from the constitutional resignation of Councilmember John Castillo; designating early voting polling places and hours; designating election day polling places and hours; designating filing deadlines; ordering notices of election to be given as prescribed by law in connection with such election; providing for the appointment of election judges and clerks; authorizing the Mayor and City Secretary to take all actions necessary to comply with applicable election laws; and providing a savings/repealing clause, severability clause and an effective date. **147-152**

- G. Discussion regarding the First Amendment to the Seawillow Ranch **153-170**
Development Agreement between the City and RODG DT Seawillow
PropCo LLC consisting of approximately 586.778 acres of land out of
the John A. Neill Survey A020 for residential and commercial
purposes, which property is located east of FM 1322 and south and
west of Seawillow Road, approximately 2,000 feet southeast of Lay
Road.

7:30 P.M. REGULAR MEETING

1. CALL TO ORDER

Mayor Lew White

2. INVOCATION, PLEDGE OF ALLEGIANCE

Invocation. Pledge of Allegiance to the United States and Texas flags.

3. PUBLIC COMMENT

The purpose of this item is to allow the public an opportunity to address the City Council on issues that are or are not on the agenda. No discussion can be carried out on the citizen/visitor comment about items not on the agenda. Comments are limited to three minutes per speaker.

4. DISCUSSION/ACTION ITEMS

- A. Discussion and/or action to consider authorizing City Manager to sign a two-year renewal agreement with Community Action, Inc. for the Comprehensive Energy Assistance Program (CEAP). **171-176**
- B. Discussion and/or action to consider authorizing the approval of a Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program cost-share reimbursement grant for fire and rescue equipment. **177-180**
- C. Discussion and/or action to consider approval of a Master Services and Purchasing Agreement with Axon Enterprise, Inc. for a TASER 10 subscription program for the Police Department, and authorize the City Manager to execute the agreement. **181-251**
- D. Discussion and/or action to consider adopting Resolution No. 2026-01 authorizing the City Manager to execute a commercial lease agreement for the Lockhart Visitor Center. **252-267**
- E. Discussion and/or action regarding an update on the Downtown Revitalization Project and considering approval of Change Order No. 14, and authorize the City Manager to execute the change order. **268-312**
- F. Discussion and/or action regarding Ordinance 2026-01 ordering a special election to be administered by the Caldwell County Elections Administrator on March 31, 2026, for the purpose of electing one member of the Lockhart City Council (Councilmember District 2) to fill the vacancy resulting from the constitutional resignation of Councilmember John Castillo; designating early voting polling places **313-318**

and hours; designating election day polling places and hours; designating filing deadlines; ordering notices of election to be given as prescribed by law in connection with such election; providing for the appointment of election judges and clerks; authorizing the Mayor and City Secretary to take all actions necessary to comply with applicable election laws; and providing a savings/repealing clause, severability clause and an effective date.

- G. Consideration and/or action regarding approval of the First Amendment to the Seawillow Ranch Development Agreement between the City and RODG DT Seawillow PropCo LLC consisting of approximately 586.778 acres of land out of the John A. Neill Survey A020 for residential and commercial purposes, which property is located east of FM 1322 and south and west of Seawillow Road, approximately 2,000 feet southeast of Lay Road.

319-336

5. CITY MANAGER'S REPORT, PRESENTATION AND POSSIBLE ACTION

- Live Christmas tree recycling program.
- Finance Department recognized by Government Finance Officers Association.
- Gateway Monument Signs project update.
- Solid waste and recycling services RFP update.
- City offices closed January 19, 2026 for MLK Day.

6. COUNCIL AND STAFF COMMENTS - ITEMS OF COMMUNITY INTEREST

7. EXECUTIVE SESSION IN ACCORDANCE WITH THE PROVISIONS OF THE GOVERNMENT CODE, TITLE 5, SUBCHAPTER D, SECTION 551.071, PRIVATE CONSULTATION WITH ITS ATTORNEY TO SEEK ADVICE ABOUT LEGAL MATTERS SUBJECT TO ATTORNEY/CLIENT PRIVILEGE.

- A. Discussion regarding Vested Rights Claim related to that certain 6.03-acre property within the Francis Berry Survey A-2, known as Section One-A, Block 1 of the Maple Park Planned Development District.
- B. Update from City Attorney regarding status of SB 2038 litigation and direction related thereto in Cause No. 15-25-00086-CV, City of Grand Prairie, et al. v. State of Texas, et al.

8. OPEN SESSION

- A. Discussion and/or action regarding Vested Rights Claim related to that certain 6.03-acre property within the Francis Berry Survey A-2, known as Section One-A, Block 1 of the Maple Park Planned Development District.
- B. Discussion and/or action regarding update from City Attorney regarding status of SB 2038 litigation and direction related thereto in Cause No. 15-25-00086-CV, City of Grand Prairie, et al. v. State of Texas, et al.

9. ADJOURNMENT

City Council shall have the right at anytime to seek legal advice in Executive Session from its Attorney on any agenda item, whether posted for Executive Session or not.

Posted on the bulletin board in the Municipal Building, 308 West San Antonio Street, Lockhart, Texas, on December 30, 2025 at 5:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discuss authorizing City Manager to sign a two-year renewal agreement with Community Action, Inc. for the Comprehensive Energy Assistance Program (CEAP).

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Every two years, the City of Lockhart partners with Community Action, Inc. to help the residents of Lockhart with the electric portion of their utility bills through a program known as the Comprehensive Energy Assistance Program (CEAP). Community Action is funded by the Texas Department of Housing and Community Affairs to assist eligible individuals in Hays, Caldwell, and Blanco counties. Priority is given to low-income households with high energy use, a high energy burden, or the presence of a child (age 5 or under), disabled, elderly individuals, or veterans. Other services that CEAP provides include energy education, needs assessment, budget counseling, and crisis-related purchase of portable heating and cooling units when available. CEAP does not help residents with water, wastewater, recycling, and solid waste fees, or deposits on new or existing accounts.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Council approved the previous two-year agreement in June 2024.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Agreement and authorization for City Manager to execute Agreement on behalf of the City

LIST OF SUPPORTING DOCUMENTS: Community Action Program Agreement - 2026-2027



Community Action, Inc. of Central Texas

DEVELOPING OPPORTUNITIES

December 15, 2025

City of Lockhart
P.O Box 239
Lockhart, Texas 78644

**RE: Vendor Agreement
Comprehensive Energy Assistance Program (CEAP)**

Community Action Inc. of Central Texas (CAI) administers the Comprehensive Energy Assistance Program (CEAP) as funded by the Texas Department of Housing and Community Affairs to assist eligible individuals in Hays, Caldwell, and Blanco counties with their electric, butane, propane, and natural gas bills.

The CEAP program will be administered in 2026-2028 with very few changes from previous years. Individuals will apply for assistance through our offices and will be screened for eligibility. After eligibility has been determined, CAI will notify your company in writing with the allotted amount of assistance to be provided. A payment will then be sent by CAI to your company as determined with the client.

In order for CAI to process payments for your company, we'll need a **signed Vendor Agreement** on file. Enclosed is a copy of the vendor agreement with two signature pages. **Please respond before January 05, 2026 by signing one page and returning to our office via your preferred method: email to amartinez@communityaction.com, mail to 415 E. Davis, Luling, TX 78648 or fax to 830-875-3706.**

We appreciate your cooperation and look forward to working with you to assist families in our communities. Please call me at (512)392-1161 ext. 309 if you have any questions or need additional information.

Sincerely,

M. Francesca Ramirez, MSW
Community Services Director

COMPREHENSIVE ENERGY ASSISTANCE PROGRAM MUNICIPAL UTILITY VENDOR AGREEMENT

PURPOSE. The purpose of the Comprehensive Energy Assistance Program ("CEAP") Municipal Utility Vendor Agreement ("Vendor Agreement") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") is to provide a grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services Provider identified below ("Vendor") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider identified below ("Agency") agrees to make payments only for eligible low-income clients.

PARTIES. This Vendor Agreement is by and between: **Community Action, Inc. of Central Texas**

Energy Assistance Provider ("Agency")

And

City of Lockhart

Energy Services Provider ("Vendor")

The Agency and Vendor are each a party to the Vendor Agreement and herein each referred to as "Party" or collectively referred to as "Parties".

SERVICE AREA. Vendor and Agency agree to assist customers in the following counties: _____
Hays, Caldwell and Blanco

TERM. This Vendor Agreement shall be effective from the 1st day of January, 2026 for a period not to exceed two years from the effective date. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor: **City of Lockhart**

(Vendor Name)

P.O Box 239 Lockhart, Texas 78644

(Vendor Mailing Address)

Agency: **Community Action, Inc. of Central Texas**

(Agency Name)

PO Box 748, San Marcos, TX 78667 - 0748

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is a sub recipient of the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

VENDOR'S PERFORMANCE. Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice in order to avoid disconnection or be eligible for reconnection. Nothing in this Vendor Agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five (45) days of identifying a Certified Customer.
- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 TAC §6.312(f).

AGENCY'S PERFORMANCE. The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five (45) days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for energy services by and between Agency and TDHCA. If funding for energy services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Apt to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on 1/1/2026

VENDOR:

Authorized Vendor Signature	Date
<u>Joseph Resendez</u>	<u>City Manager</u>
Typed Name of Authorized Signature	Title
<u>512-398-3461</u>	
Vendor (Area Code) Telephone Number	
Vendor Email Address	

AGENCY:

<u>M. Francesca Ramirez, MSW</u>	<u>12/15/25</u>
Authorized Agency Signature	Date
<u>M. Francesca Ramirez, MSW</u>	<u>Community Services Director</u>
Typed Name of Authorized Signature	Title
<u>512-392-1161 ext. 309</u>	
Agency (Area Code) Telephone Number	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion regarding the approval of a Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program cost-share reimbursement grant for fire and rescue equipment.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Rural Volunteer Fire Department Assistance Program was established in 2001 (HB 2604) to assist small volunteer/combination fire departments with the purchase of equipment and/or training. During the 89th Texas Legislative session, lawmakers approved an appropriation of \$192 million to address outstanding requests submitted to the program before November 7, 2024.

The cost-share reimbursement grant is for 95% of the actual cost of grant eligible fire and rescue equipment not to exceed \$25,000. Once the fire and rescue equipment is delivered to Lockhart, proof of purchase is provided, and any fire and rescue equipment over \$5,000 is inspected by the Texas A&M Forest Service, the reimbursement will occur. The grant expires on June 5, 2026.

Funds in the current FY 25/26 budget in line items 100-5318-312 (Machinery & Equipment) & 100-5318-332 (Minor Tools & Equipment) will be used for the city's cost-share portion of the grant.

Texas A&M Forest Service grants for personal protection equipment (PPE), and training aids which Lockhart has applied for will be awarded across the next several months. A \$165,000 grant for a small brush truck was previously accepted by City Council on November 6, 2025.

PROJECT SCHEDULE (if applicable): The fire and rescue equipment grant expires on October 14, 2026.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

Funds in current FY 25/26 budget in line items 100-5318-312 (Machinery & Equipment) & 100-5318-332 (Minor Tools & Equipment) will be used for the city's cost-share portion of the grant.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: A \$165,000 Texas A&M Forest Service grant for a small brush truck was previously accepted by City Council on November 6, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving the Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program cost-share reimbursement grant for fire and rescue equipment.

LIST OF SUPPORTING DOCUMENTS: Fire & Rescue Equipment Grant Guidelines

Fire/Rescue Equipment Guidelines

Rural Volunteer Fire Department Assistance Program

Responsibilities of the Fire Department Following Notice of Grant Approval:

1. Purchase the approved item or items.
2. Submit for Reimbursement via [FireConnect](#), and upload the following supporting documents:
 - Proof of Payment
 - Copies of Signed Check(s)
 - Credit Card Receipt(s)
 - Paid Vendor Invoice(s) showing the last 4 digits of credit card used
 - Bank/Credit Card Statement(s) Showing the Purchase
3. Grants for fire/rescue equipment will expire **6 months** from the approval date. Extensions may be available upon request via [FireConnect](#).

List of Pre-Approved Items:

- | | |
|---|---|
| • Self Contained Breathing Apparatus | • Portable Tank |
| • Thermal Camera | • Generator |
| • Cascade System | • Ventilation Fans and Saws |
| • Extrication Equipment | • Flashlights |
| • Gear Bags | • Small Engine (Pump) |
| • Computers (limit of 2 per department) | • Fire Pump |
| • Hose, Nozzles, and Ladders | • Communications Equipment |
| • Emergency Lighting | • Automated External Defibrillators (AEDs) |
| | • UTVs (see minimum required specs) |

Note:

- Items listed above are examples of items approved for cost-share reimbursement.
- Please contact us with specific questions regarding eligible items.
- Equipment or services purchased prior to the award date are ineligible for grant assistance under this program.
- If an individual item is valued at \$5,000 or greater, it must be inspected by a member of our field staff before a grant reimbursement can be issued.
- The purchase of pre-owned vehicles and equipment requires advance evaluation and approval by the Texas A&M Forest Service. An applicant must contact the Capacity Building Department before purchasing a used vehicle or used equipment. Failure to receive this special advance clearance may void your grant approval.



Updated 10/2/2024

Minimum Standards and Specs for Utility Vehicles

All UTVs funded under this program must have the following characteristics specifically intended for utility use. Golf carts, ATVs and other vehicles designed for recreation are not eligible.

- Equipped with an occupant protective system which includes an occupant protective structure, occupant restraints, occupant side retention devices, and handholds.
- Equipped with a minimum of two seats
- Intended to transport personnel and cargo
- Designed to travel on four or more wheels, two or four tracks, or combinations of four or more tracks and wheels
- Engine shall be a 4-cycle, gasoline, or diesel engine
- Rear box area shall have a minimum load capacity of 600 pounds.



Updated 10/17/2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discuss a Master Services and Purchasing Agreement with Axon Enterprise, Inc. for a TASER 10 subscription program for the Police Department, and authorize the City Manager to execute the agreement.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

In 2005, the Lockhart Police Department acquired Taser model X26 devices. Additional Taser X26P units were purchased in 2013. Both models have since been discontinued and are no longer supported by the manufacturer. Conducted Energy Devices (CEDs), commonly referred to as Tasers, have proven to be an effective tool for gaining control of uncooperative subjects while reducing the risk of injury to both officers and suspects.

The Police Department is requesting approval to replace the discontinued Tasers with 31 Taser 10 devices. The police department is seeing increased maintenance issues with the current Tasers. The Taser 10 offers a significantly increased deployment range of up to 45 feet, compared to the 21-foot range of the previous models, and features an enhanced sighting system for improved accuracy. Additionally, the Taser 10 includes an audible warning system that alerts the subject prior to deployment, providing an opportunity for compliance.

The proposed agreement with Axon Enterprise, Inc. is a five-year subscription with an annual cost of \$31,167.16, for a total contract amount of \$155,835.80. The subscription includes replacement or repair of damaged devices, replacement magazines, holsters, and batteries, as well as instructor certification, training materials, and ongoing support.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$ 31,167.16

Account Number: 100-5317-912-00

Funds Available: \$ 31,167

Account Name:

FISCAL NOTE (if applicable): The agreement with Axon would be a 5-year subscription with an annual payment of \$31,167.16 for a total of \$155,835.80. Funding for this agreement was included in the City's adopted FY 2025–2026 budget, and sufficient funds are available to cover the annual subscription cost.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

This product is exempt from competitive procurement as a sole source item in accordance with the City's adopted purchasing policy. Axon Enterprise, Inc. is the sole manufacturer and authorized distributor of TASER products and related support services, as documented in the attached sole source letter.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the agreement with Axon Enterprise, Inc. for the TASER 10 subscription program.

LIST OF SUPPORTING DOCUMENTS: Taser 10 Quote, Axon Master Services and Purchasing Agreement, Sole Source Letter - Taser



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

Q-686602-45832RS

Issued: 06/24/2025

Quote Expiration: 07/31/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 117129

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Lockhart Police Dept. - TX 214 Bufkin Ln Lockhart, TX 78644-4006 USA	Lockhart Police Dept. - TX 214 Bufkin Ln Lockhart TX 78644-4006 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Daniel Williams Phone: 5122274553 Email: dwilliams@ps.lockhart-tx.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$155,835.80
ESTIMATED TOTAL W/ TAX	\$155,835.80

Discount Summary

Average Savings Per Year	\$9,490.80
TOTAL SAVINGS	\$47,454.02

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$31,167.16	\$0.00	\$31,167.16
Oct 2026	\$31,167.16	\$0.00	\$31,167.16
Oct 2027	\$31,167.16	\$0.00	\$31,167.16
Oct 2028	\$31,167.16	\$0.00	\$31,167.16
Oct 2029	\$31,167.16	\$0.00	\$31,167.16
Total	\$155,835.80	\$0.00	\$155,835.80

Quote Unbundled Price:	\$203,273.60
Quote List Price:	\$165,887.60
Quote Subtotal:	\$155,835.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	60	\$106.76	\$86.66	\$82.33	\$153,133.80	\$0.00	\$153,133.80
A la Carte Services									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$2.00	\$2.00	\$0.00	\$2.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
Total							\$155,835.80	\$0.00	\$155,835.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	31	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	470	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	31	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	31	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	31	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL	1	1	10/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RUGGEDIZED			
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	10/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	31	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	31	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	31	11/01/2025	10/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	31
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	31	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	31	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	214 Bufkin Ln	Lockhart	TX	78644-4006	USA
2	214 Bufkin Ln	Lockhart	TX	78644-4006	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/24/2025



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. 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.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.**

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer'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 Customer Content.
- 1.7. **"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.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer 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 for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
- 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
- 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use 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. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. 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. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, 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.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. 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;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. 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
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer 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 Customer 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.
20. **U.S. Government Rights.** If Customer 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 Customer 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, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities.**

- 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full-Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures

- Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:
 1. Public Defender Case Sharing
 2. Disclosure Portal
 3. Download Links

Training

- Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.
- Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.

Go-Live Plan

- Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.

Implementation document packet

- Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
 2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
 3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
 4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
 5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
 6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.
-

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
- 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
- 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

- 4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or

service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

- 5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
- 5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

- 6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are 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 shall 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 virus, worm, defect, Trojan horse, malware, or any item 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 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.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).
-

Axon Technical Account Manager Appendix

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Boulder PD and (1) other agency for the first 12 months of the agreement.
2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
3. **Full-Time TAM Scope of Services.**
 - 3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
 - 3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
 - 3.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining **Customer's Axon Evidence account**

Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**

Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**

Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of **Axon equipment**

Creating and monitoring RMAs **on-site**

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Regional TAM Scope of Services.**
 - 4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
 - 4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
 - 4.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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 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. **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.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"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.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
-

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. 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 My90; or
 - 22.7. use My90 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.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, “Dedrone Products”), this Dedrone Product Appendix shall apply.

1. Definitions.

- 1.1 **“Dedrone Data”** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **“Dedrone Hardware”** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **“Sensor”** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **“Dedrone Software”** means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 **“Third-Party Hardware”** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a (“Prohibited Use”).

3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the

Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. Data Protection.

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. Ownership.

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User

Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

12/18/2025

To: *Lockhart Police Department Texas*

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
- 4. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
- 5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
- 8. Battery Packs for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Battery Packs for X26P and X2 Energy Weapons:
 - Performance Power Magazine (PPM) Model: 22010



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
- TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
- Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model 44550
17. TASER 7 conductive target Model: 80087
18. Blue X26P Demonstrator/LASER Pointer Model: 11023



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

14. Axon Dock Models:

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Z-Bracket, Women's Axon RapidLock Model: 74019
- Magnet, Flexible, Axon RapidLock Model: 74020
- Magnet, Outerwear, Axon RapidLock Model: 74021
- Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
- Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

11. Axon Fleet 2 Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Dock – 1-Bay for Axon Body 3 Model: 71104
- Axon Dock – 8-Bay for Axon Body 3 Model: 74210
- Axon Dock – Individual Bay for Axon Body 4 Model: 100201
- Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10

¹ Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion regarding Resolution No. 2026-01 authorizing the City Manager to execute a commercial lease agreement for the Lockhart Visitor Center.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Pursuant to direction from the Lockhart City Council to acquire and expand a permanent Visitor Center, the City has secured a downtown location at 109 East San Antonio Street. A centrally located Visitor Center will serve as a front door to the community, support tourism and economic development efforts, and encourage longer visitor stays in Lockhart.

While design and layout plans for the permanent Visitor Center are being finalized, the interim Visitor Center has relocated from the Chamber of Commerce offices to the LEDC offices at 215 East Market Street. Approval of the proposed lease will allow the City to move forward with establishing the Visitor Center at 109 East San Antonio Street.

PROJECT SCHEDULE (if applicable): The interim Visitor Center has been established at the Lockhart EDC offices at 215 East Market Street. Once the lease is approved, plans to establish a Visitor Center at 109 W San Antonio Street will begin. The recruitment of the Downtown and Tourism Director position to oversee the Visitor Center, among other tourism-related programs and initiatives, is also underway.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: City Council previously adopted Resolution No. 2025-31, approving the Letter of Intent and due diligence period for the Visitor Center lease.

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart Economic Development Corporation approved Resolution No. 2025-28 at its November 10, 2025 meeting, adopting the Letter of Intent, and Resolution No. 2025-32, recommending approval of the Visitor Center lease agreement.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of Resolution No. 2026-01, authorizing the City Manager to execute a commercial lease agreement for the Lockhart Visitor Center.

LIST OF SUPPORTING DOCUMENTS: City Council Resolution 2026-01 - Visitor Center Lease, LEDC Resolution 2025-32 - Supporting Lease Agreement

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING A COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF LOCKHART AND WILLIAM GENN AND DELL G. GENN FOR THE PREMISES LOCATED AT 109 EAST SAN ANTONIO STREET FOR USE AS THE LOCKHART VISITOR CENTER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart (“City”) seeks to continue operating a public Center to support of tourism, economic development, and community engagement; and

WHEREAS, the property located at 109 East San Antonio Street, Lockhart, Texas, is suitable and available for use as the City’s Visitor Center; and

WHEREAS, William Genn and Dell G. Genn (“Landlord”) own the property located 109 East San Antonio Street, Lockhart, Texas, and are willing to lease to the City an approximately a 3,500 square foot portion of a building, including two restrooms and rear hallway access; and

WHEREAS, the proposed Commercial Lease Agreement (“Lease”), attached hereto as *Exhibit A*, provides for a five-year lease term, with an option to renew for one additional five-year term; a monthly Base Rent of \$3,500; annual rent increases not to exceed five percent (5%); and other terms customary to commercial leasing; and

WHEREAS, the City Council of the City of Lockhart (the “City Council”) finds that operating the Visitor Center at this location serves a public purpose, including tourism promotion, economic development, and enhanced public services; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Lease on behalf of the City of Lockhart.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

Section 1. All of the above premises are hereby found to true and correct legislative findings of the City Council of the City of Lockhart and are hereby adopted and incorporated in the body of this Resolution for all purposes.

Section 2. The City Council hereby approves the Commercial Lease Agreement, by and between the City of Lockhart and William Genn and Dell G. Genn, for the premises located at 109 East San Antonio Street, Lockhart, Texas, and attached as *Exhibit A*.

Section 3. The City Council authorizes the City Manager and/or his designee to execute the Lease and any related documents on behalf of the City, with such non-substantive edits as may be required and approved by the City Attorney.

Section 4. The City Council authorizes the City Manager and staff to take all actions necessary to implement the Lease and ensure proper administration of its terms.

Section 5. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the _____ day of _____, 2026.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

EXHIBIT A

Commercial Lease

Basic Information

Date: January 6, 2026

Landlord: William Genn and Dell G. Genn

Landlord's Address: 109a E. San Antonio Street, Lockhart TX 78644

Tenant: City of Lockhart, Texas, a home-rule municipality

Tenant's Address: PO Box 239, Lockhart, Texas 78644

Premises: Approximately 3,500 square feet, plus two (2) restrooms and the rear hallway located on the first floor of the building located at 109a East San Antonio Street, Lockhart, Texas 78644 as shown on Exhibit A, attached and incorporated herein.

Term: Five (5) Years with the option to renew for an additional five (5) years.

Commencement Date: January 1, 2026,

Termination Date: December 31, 2031

Base Rent (monthly): Three Thousand Five Hundred Dollars (\$3,500.00) payable on the first business day of each month.

Permitted Use: Tenant may use and occupy the Premises as a Visitor Center that is open to the public on days and times to be determined in the best interest of Tenant.

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements and such damage caused by Tenant's use of the Premises, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Tenant.

A. Definitions

A.1. "Agent" means agents, employees, officers, directors, members and partners of the principal, and, to the extent under the control of the principal, invitees.

A.2. "Building Operating Hours" means in the best interest of the tenant and to be determine as needed.

A.3. "Common Areas" means all facilities and areas of the Building and the related land that are intended and designated by Landlord from time to time for the common, general, and

EXHIBIT A

nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

A.4. “Essential Services” means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on, (b) hot and cold water for lavatory and drinking purposes, (c) periodic exterior window washing, (d) elevator service, if necessary, to provide access to and from the Premises, (e) electric current for normal office machines and the Building’s standard lighting reasonable for the Permitted Use, and (f) lighting in Common Areas and fluorescent lights in the Building’s standard light fixtures on the Premises.

A.5. “Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

A.6. “Lienholder” means the holder of a deed of trust encumbering the Premises.

A.7. “Operating Expenses” means all reasonable expenses, including real property taxes, that Landlord pays in connection with the ownership, operation, and maintenance of the Building, except principal and interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expenses for which Tenant is required to reimburse Landlord.

A.8. “Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord. Any expenses included in the Rent will be audited and reviewed on an annual basis. Landlord will provide Tenant with said expenses at least sixty (60) days before the anniversary of the Commencement Date.

B. Tenant’s Obligations

***B.1.* Tenant agrees to—**

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant’s use, maintenance of the condition, and occupancy of the Premises and Tenant’s use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, without demand, on the first business day of the month, the Base Rent to Landlord at Landlord’s Address.

EXHIBIT A

B.1.e. Pay a late charge of \$100.00 per day until rent is received by Landlord if not paid on or before the 10th day of the month.

B.1.f. Obtain and pay for all utility services used by Tenant and not provided by Landlord.

B.1.g. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.h. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.i. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.j. Vacate the Premises and return all keys to the Premises on the last day of the Term.

B.1.k. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

B.1.l. Arrange with Landlord in advance for any heating, air-conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as billed by Landlord.

B.1.m. Provide to Landlord for approval drawings and renditions prior to making any structural or design improvements or alterations, including signage, at least 90 days prior to Tenant beginning construction, such approval to not be unreasonable withheld. Any improvements or alterations will be at Tenant's sole expense.

***B.2.* Tenant agrees not to—**

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

B.2.f. Change Landlord's lock system.

B.2.g. Alter the Premises without Landlord approval, accept as set forth in *B.1.m.*

EXHIBIT A

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

C.1. Landlord agrees to—

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment serving the Premises.

C.1.e. Provide Tenant with detailed invoices for all heating, air-conditioning, and electrical charges in excess of the Essential Services for which Landlord requests reimbursement.

C.1.f. INDEMNIFY, DEFEND, AND HOLD TENANT AND ITS AGENTS, SUCCESSORS, AND ASSIGNS HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING, EITHER BEFORE OR AFTER THE END OF THE TERM, IN THE COMMON AREAS IF CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF LANDLORD, ITS AGENTS, SUCCESSORS, AND ASSIGNS, OR THOSE ACTING ON LANDLORD'S BEHALF, INCLUDING IN WHOLE OR IN PART BY THEIR NEGLIGENT ACTS OR OMISSIONS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LANDLORD'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT OR ITS AGENTS, SUCCESSORS, AND ASSIGNS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED, IN WHOLE OR IN PART, BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, SUCCESSORS, AND ASSIGNS.**

C.2. Landlord agrees not to—

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

EXHIBIT A

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.3. Insurance. Tenant will send copy of signed lease to City of Lockhart Finance Department

D.3.a. Tenant is insured by the Texas Municipal League Intergovernmental Risk Pool (Risk Pool). Tenant will provide documentation it is covered by the Risk Pool in amounts equivalent to: 1. commercial property insurance written on a causes of loss—special form (formerly known as “all risks” form) covering Tenant's personal property, fixtures, and leasehold improvements in the Premises, and naming Landlord as “Building Owner Loss Payable;” and 2. commercial general liability insurance written on an occurrence basis, including contractual liability, covering Tenant's operations within the Premises, naming Landlord, Landlord's property manager, if any, and Landlord's Lienholder, if any, as “additional insured,” and having limits of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate.

D.3.b. Landlord agrees to maintain 1. commercial property insurance written on a causes of loss—special form covering the building in which the Premises is located; and 2. commercial general liability insurance written on an occurrence basis, including contractual liability, covering Landlord's operations within the building in which the Premises is located and having limits not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate.

D.4. Release of Claims/Subrogation. TO THE EXTENT ALLOWED BY LAW, LANDLORD AND TENANT RELEASE EACH OTHER, LIENHOLDER, AND THEIR RESPECTIVE AGENTS, SUCCESSORS, AND ASSIGNS FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE**

EXHIBIT A

DAMAGE OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS, SUCCESSORS, AND ASSIGNS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS, SUCCESSORS, AND ASSIGNS.

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

D.5.b. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

D.5.c. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.6.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.6.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.7. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.8. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease. Tenant may not terminate under this paragraph while in arrears for Rent.

EXHIBIT A

D.9. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.10. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.11. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this lease in the future.

D.12. Landlord's Recovery of Rent and/or Damages for Tenant's Default

D.12.a. If Tenant is in arrears on the payment of Rent and Landlord has terminated Tenant's possession, Landlord may sue Tenant for Rent as it accrues and periodically take judgments without prejudice to sue for Rent that may accrue in the future. Landlord has a duty to mitigate Rent as follows: within thirty days of Landlord taking possession, (i) place a "For Lease" sign at the Premises, (ii) place the leased Premises on Landlord's inventory of available space, (iii) make Landlord's inventory available to area brokers on a monthly basis, (iv) advertise the Premises for lease in a suitable trade journal or newspaper in the county where the Premises are located at least once per month, and (v) show the Premises to prospective tenants who request to see it. Landlord is only under a duty to show the Premises as built and for the remainder of the Term of the lease. If Landlord has made these mitigation efforts, Landlord and Tenant agree that Landlord has made objectively reasonable efforts to mitigate the loss of Rent as a result of the default of Tenant.

D.12.b. If Tenant has anticipatorily breached the lease and Landlord has terminated the lease, Landlord may sue Tenant for damages for Rent that may accrue for the remainder of the Term of the lease. The measure of damages is the difference between the Rent for the remainder of the Term and the fair market value of the Premises discounted to its present value. Nothing in this section shall prevent Landlord from suing for Rent as it accrues under D.13.a. above and suing for damages for Rent that will accrue through the end of the lease Term under this section.

D.13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

EXHIBIT A

D.14. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.15. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.16. Venue. Exclusive venue is in the county in which the Premises are located.

D.17. Entire Agreement. This lease and its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. **LANDLORD HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS ABOUT THE COMMERCIAL SUITABILITY, PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, OR OPERATION OF THE PREMISES OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES AND THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE. AS AN INDUCEMENT TO LANDLORD TO ENTER INTO THIS LEASE, TENANT EXPRESSLY ACKNOWLEDGES AND WARRANTS THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND TENANT IS NOT RELYING ON ANY REPRESENTATIONS NOT CONTAINED IN THIS LEASE AND ANY EXHIBITS, ADDENDA, AND RIDERS.**

D.18. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.19. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF SUITABILITY, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.20. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.20.a. The Point of Contact for the Tenant will be the City of Lockhart Downtown and Tourism Director.

D.21. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

D.22. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D. 23. Base Rent Increases. Landlord may increase the Base Rent on a yearly basis of no more than five percent (5%) of the current Base Rent. If Landlord increases the Base Rent, Landlord will provide minimum 30 day written notice to Tenant prior to the yearly anniversary of

EXHIBIT A

the Commencement Date. If Landlord increases the Base Rent more than five percent (5%) of the current Base Rent, such an increase will require the approval of the City of Lockhart City Council (the "City Council"). If Landlord increases the Base Rent more than five percent (5%) of the current Base Rent, Landlord will provide minimum sixty (60) day written notice to Tenant prior to the yearly anniversary of the Commencement Date to allow adequate time to for Tenant to seek City Council approval.

D. 24. Termination. Tenant will provide Landlord a minimum sixty (60) day written notice prior to the Termination Date of Tenant's intent to terminate this Lease or renew the agreement for term of 1-10 years, subject to the terms in this Lease. If City Council does not approve an increase in the Base Rent of more than five percent (5%), Landlord or Tenant may terminate this Lease immediately with written notice to the other party.

D. 25. Landlord binds Landlord and Landlord's heirs, successors, and assigns to the terms of this Lease.

TENANT:

CITY OF LOCKHART, TEXAS

City Manager

ATTEST:

City Secretary

LANDLORD:

By: _____
William Genn, Owner

By: _____
Dell G. Genn, Owner

EXHIBIT A

Exhibit A

Property Details		
Account		
Property ID:	16974	Geographic ID: 0300000-023-002-10
Type:	R	Zoning: HD & CCB
Property Use:		
Location		
Situs Address:	109 E SAN ANTONIO ST LOCKHART, TX 78644	
Map ID:	01-801	Mapsco:
Legal Description:	O.T. LOCKHART, BLOCK 23, LOT PT 2	
Abstract/Subdivision:	SLKT	
Neighborhood:	(1602) LOCKHART COMMERCIAL DOWNTOWN SQUARE	


Property Improvement - Building


Back to Top

Description: COMMERCIAL
Type: COMMERCIAL
Living Area: 3359.3 sqft
Value: N/A

Type	Description	Class CD	Year Built	SQFT
MA	MAIN AREA	CG4	1902	3359
STG	ATTACHED STORAGE/UTILITY (40% OF MAIN AREA)	*	0	690
AG	ATTACHED GARAGE (40% OF MAIN AREA)	*	0	600
OP	COVERED PORCH (20% MAIN AREA)	*	0	81

RESOLUTION NO. 2025-32

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL AND ENDORSING A LEASE AGREEMENT BETWEEN WILLIAM AND DELL GENN ("OWNERS") AND THE CITY OF LOCKHART ("TENANT") FOR THE PROPERTY LOCATED AT 109 EAST SAN ANTONIO STREET, LOCKHART, TEXAS; AUTHORIZING LEDC PARTICIPATION IN SUPPORT OF THE VISITOR CENTER PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation ("LEDC"), a Type B economic development corporation organized under Chapters 501–505 of the Texas Local Government Code, is authorized to undertake projects that promote and develop new and expanded business enterprises, including those that enhance the community's tourism and visitor economy; and

WHEREAS, the City of Lockhart ("City") seeks to establish a Visitor Center in downtown Lockhart to serve residents, tourists, and potential investors, strengthening local commerce and providing a central resource for tourism development; and

WHEREAS, the City has negotiated a Lease Agreement with William and Dell Genn ("Owners") for approximately 3,500 square feet of commercial space on the first floor at 109 East San Antonio Street, Lockhart, Texas, for use as a Visitor Center open to the public subject to the terms in the proposed lease attached as Exhibit A; and

WHEREAS, the LEDC recognizes that the creation of a centrally located Visitor Center is a key component of Lockhart's long-term tourism and downtown revitalization strategy, and that this facility will serve as a significant economic development asset; and

WHEREAS, the LEDC desires to formally recommend approval and support the City's execution of this Lease Agreement and authorize participation in related activities or improvements that further the project's goals;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

1. Recommendation for Approval of Lease Agreement. The Board hereby acknowledges and supports the Lease Agreement between William and Dell Genn ("Owners") and the City of Lockhart ("Tenant") for the premises located at 109 East San Antonio Street, as presented in Exhibit A.
2. Authorization. The President of the LEDC, or designee, is authorized to take such actions as may be necessary or appropriate to assist in the implementation of the Visitor Center

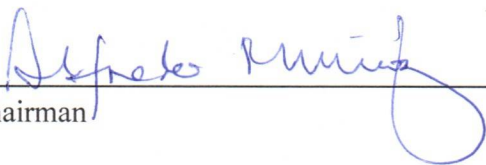
project in accordance with applicable law, including cost-sharing or improvements related to the leased premises, subject to available budget and Board approval.

3. Economic Development Purpose. The Board finds that support for this project promotes and develops new and expanded business enterprises by advancing tourism, increasing downtown traffic, and enhancing Lockhart's economic vitality consistent with Chapter 505.152 of the Texas Local Government Code.

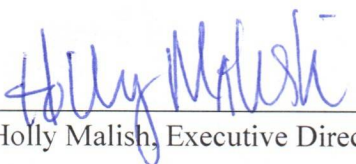
4. Effective Date. This Resolution shall take effect immediately upon passage and approval.

PASSED AND APPROVED this 8th day of December, 2025, by the Board of Directors of the Lockhart Economic Development Corporation.

**LOCKHART ECONOMIC DEVELOPMENT
CORPORATION**


Chairman

Attest:


Holly Malish, Executive Director

Approved as to form:

Board Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion regarding an update on the Downtown Revitalization Project and consider approval of Change Order No. 14, and authorize the City Manager to execute the change order.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Downtown Revitalization Project is nearing completion, with several milestones achieved, including the completion of the underground utility work, installation of 35 bulb-outs and substantial completion of the paving. Original estimates targeted late 2026 for project completion. However, the project is ahead of schedule, with an anticipated completion date of May 2026. Staff will be providing a comprehensive update of the status of the project and requesting approval of change order #14.

- Change Order #14 consists of the demolition of twelve existing tree planter boxes located in the medians around the courthouse. The trees will also require root ball anchors to secure the existing trees and twenty-four concrete "pony" walls located on either side of the trees. At the beginning of the project, it was recommended to leave the existing brick planters until the median landscaping work was near, so that the tree roots exposure to the elements was minimized. Upon excavating around the trees on Commerce Street, it was the recommendation of the landscape design engineer along with the arborist, to anchor the trees and install protective pony walls. The cost of Change Order #14 is \$66,717.61.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$66,717.61

Account Number: 2015 CO (Street, Water, Wastewater) and General Fund

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Change Order #14.

LIST OF SUPPORTING DOCUMENTS: Change Order No. 14 - Lockhart Downtown Revitalization, Downtown Presentation January 6, 2026



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

December 19, 2025

Mr. Sean Kelley, Public Works Director
City of Lockhart
308 W San Antonio St.
Lockhart, Texas 78644

**Re: Downtown Revitalization Project
Change Order No. 14**

Dear Mr. Kelley:

Attached please find Change Order No. 14 for the above-referenced project. This change order includes the demolition and haul off of the twelve (12) existing tree planter boxes located in the medians surrounding the downtown courthouse, the installation of twelve (12) new "Platipus" rootball anchoring systems to secure the existing trees, and the forming and pouring of twenty-four (24) pony walls located on either side of these trees.

This change order has been approved by this office and will increase the current contract amount by \$66,717.61 for a new current contract to \$10,598,880.85. Please execute and forward a digital copy to TRC at wwachel@trccompanies.com.

If you have any questions or need additional information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink that reads "William Wachel". The signature is fluid and cursive, with a long horizontal stroke at the end.

William Wachel, P.E.
Regional Vice President
Central Region

Enclosures

**CONTRACT CHANGE ORDER NO. 14
DOWNTOWN REVITALIZATION PROJECT**

OWNER:

City of Lockhart, Texas

CONTRACTOR:

DeNucci Constructors, LLC.

ORIGINAL CONTRACT AMOUNT:

\$10,829,910.00

PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:

(\$297,746.76)

CURRENT CONTRACT AMOUNT:

\$10,532,163.24

ORIGINAL CONTRACT TIME (DAYS):

730

PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):

0

CURRENT CONTRACT TIME (DAYS):

730

CURRENT SUBSTANTIAL COMPLETION DATE:

CURRENT FINAL COMPLETION DATE:

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO. 14	For the demo/haul off of 12 tree wells, install of 12 Platipus anchoring systems, and form/pour of 24 proposed pony walls for the trees located around the downtown courthouse medians.	1	LS	\$66,717.61	\$66,717.61
TOTAL COST OF THIS CHANGE ORDER:					\$66,717.61

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):

\$66,717.61

REVISED CONTRACT AMOUNT:

\$10,598,880.85

NET CHANGE IN CONTRACT TIME (DAYS):

0

REVISED CONTRACT TIME (DAYS):

0

REVISED SUBSTANTIAL COMPLETION DATE:

REVISED FINAL COMPLETION DATE:

THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO.

Joseph Resendez, City Manager
City of Lockhart

Date



12/19/2025

William Wachel, P.E., Vice President - DMS Central
TRC Engineers, Inc.

Date



12/19/2025

Paul T. DeNucci, President
DeNucci Constructors, LLC

Date

CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Downtown Lockhart Revitalization

Change Order Proposal Number: 23 REV 1

Date: 11/24/2025

Description:

COP for demo/haul off 12 tree wells, install 12 "Platipus" rootball anchor systems & form and pour 24 "Pony Walls". DC will have to demo each tree well, carefully excavate around each tree's rootball, install a 4 leg "Platipus" rootball anchor system, and then excavate, form and pour pour the "Pony Walls" on each side. One crew will be demoing the tree well, excavating around the tree and installing the "Platipus" rootball anchor system, while another crew will be coming behind them and excavating, forming and pouring the "Pony Walls". This operation will take six full 10 hour days for DeNucci's scope with both crews. We will begin each day by demoing and hauling off two of the existing brick/concrete tree planters. Two excavators running simultaneously to demo the tree wells. Two skid steers running to load the haul off trucks. Once the material is out, DC will immediately go in and begin installing the "Platipus" rootball anchor systems. The next day, the concrete crew will show up and start excavating and forming the pony walls for the two trees (four walls total).

Labor:

	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
Foreman (Concrete)	1	60		48.93		\$2,935.80
Operator (Concrete)	1	60		27.5		\$1,650.00
Concrete Finisher	1	60		23.5		\$1,410.00
Concrete Finisher	1	60		25		\$1,500.00
Concrete Finisher	1	60		24		\$1,440.00
Concrete Finisher	1	60		25		\$1,500.00
Foreman (Tree Anchors)	1	60		58.5		\$3,510.00
Operator (Tree Anchors)	1	60		26		\$1,560.00
Operator (Tree Anchors)	1	60		26.5		\$1,590.00
Laborer (Tree Anchors)	1	60		22		\$1,320.00
Laborer (Tree Anchors)	1	60		23		\$1,380.00
Truck Driver	1	30		28.5		\$855.00
					Subtotal	\$20,650.80

Material

Description	Quantity	Unit	Rate	Total
Platipus Root Ball Anchor Systems	1	LS	\$6,796.00	\$6,796.00
Concrete Class C 4000PSI	45	CY	\$180.00	\$8,100.00
Short Yardage Fee Charge	6	EA	\$250.00	\$1,500.00
Rebar	1	LS	\$1,500.00	\$1,500.00
			Subtotal	\$11,100.00

Subcontractors

Description	Total
Subtotal	\$0.00

Unit Pricing

Description	Quantity	Unit	Price	Total
				\$0.00
				\$0.00
			Subtotal	\$0.00

Equipment:

Description	Quantity	Unit	Operating Cost/Day	FHWA Rate	Total
Kubota KX080 Excavator	40	HR		\$51.19	\$2,047.60
Kubota KX080 Excavator	40	HR		\$51.19	\$2,047.60
Kubota SVL75 Skid Steer	40	HR		\$81.68	\$3,267.20
Kubota SVL75 Skid Steer	40	HR		\$81.68	\$3,267.20
Air Compressor + Hammer (Tree Anchors)	1	WK		\$1,541.51	\$1,541.51
				Subtotal	\$12,171.11

			Subtotal
Labor			\$20,650.80
Labor Burden	55%		\$11,357.94
Labor P&O	25%		\$8,002.19
Material	25%		\$11,100.00
Material P&O			\$2,775.00
Subcontractor			\$0.00
Subcontractor P&O	20%		\$0.00
Unit Price Item			\$0.00
Equipment			\$12,171.11
Bond	1%		\$660.57
TOTAL			\$66,717.61

Additional days requested: 7

BRANCH M21
4542 S INTERSTATE HIGHWAY 35
SAN MARCOS TX 78666-9393
512-353-1111

255865681

Job Site

LOCKHART DOWNTOWN REHAB
105 S MAIN ST
LOCKHART TX 78644

Office: 512-335-0600

DENUCCI CONSTRUCTORS LLC
PO BOX 201268
AUSTIN TX 78720-1268

Customer # : 1140558
Quote Date : 11/20/25
Estimated Out : 11/21/25 09:00 AM
Estimated In : 12/19/25 09:00 AM
UR Job Loc : 105 S MAIN ST, LOCKH
UR Job # : 155
Customer Job ID :
P.O. # : TBD
Ordered By : RYAN DENUCCI
Written By : A J CORDOVA
Salesperson : MATTHEW FLORES

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	1101600	POST DRIVER AIR		97.00	200.00	400.00	400.00
1	1003186	COMPRESSOR 175-195 CFM		167.00	391.00	881.00	881.00
1	110/2400	AIR HOSE 3/4" X 50'					N/C

Rental Subtotal: 1,281.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX [DRSURT/MCI]	1.067	EACH	1.07
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	17.620	EACH	17.62
1	DELIVERY CHARGE	200.000	EACH	200.00
1	PICKUP CHARGE	200.000	EACH	200.00

Sales/Misc Subtotal: 418.69

Agreement Subtotal: 1,699.69

Tax: 140.13

Estimated Total: 1,839.82

COMMENTS/NOTES:

ONSITE CONTACT: RYAN DENUCCI
CELL#: 512-971-2368

\$1,424.38 (One Week) + \$117.13 (Tax) = \$1,541.51

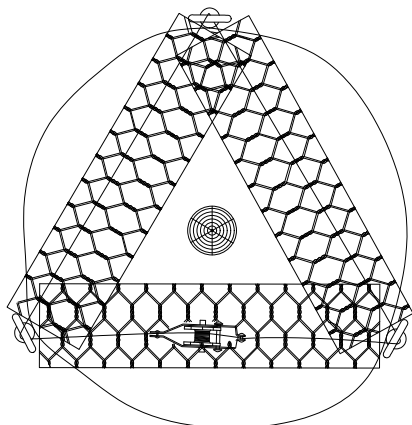
TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

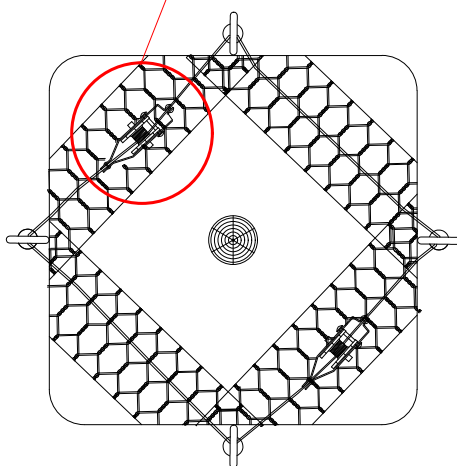
NOTES

1. DO NOT SCALE FROM THIS DRAWING
2. THIS DRAWING IS CONSTRUCTED USING LAYERS WHICH CAN BE TURNED ON OR OFF AS REQUIRED
3. DUE TO SETTLEMENT ALL TREES SHOULD BE RE-TENSIONED AFTER PLANTING

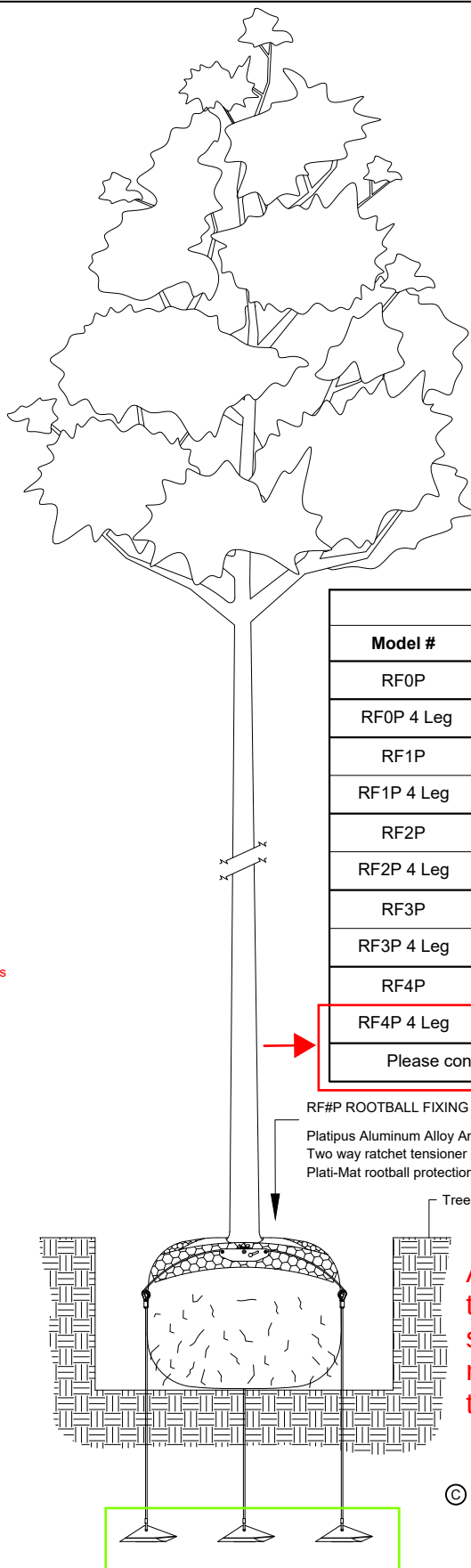


RF#P 3 Leg

2 x Bootstraps and Ratchet Tensioners on RF3/RF4 4 Leg Assemblies



RF#P 4 Leg



Model List		
Model #	Height - ft (m)	Caliper - in (mm)
RF0P	Up to 8'	Up to 1.5"
RF0P 4 Leg	Up to 12"	
RF1P	8'-15' (2.5m - 4.5m)	1.5" - 3" (40mm - 75mm)
RF1P 4 Leg	12" - 24" Box	
RF2P	15'-25' (4.5m - 7.5m)	3" - 5.75" (75mm - 150mm)
RF2P 4 Leg	24" - 48" Box	
RF3P	25'-40' (7.5m - 12m)	5.75" - 9.5" (150mm - 230mm)
RF3P 4 Leg	48" - 60" Box	
RF4P	40'+ (12m+)	9.5"+ (230mm+)
RF4P 4 Leg	60" - 120"	
Please contact Platipus representative for boxes over 120"		

RF#P ROOTBALL FIXING SYSTEM - PLATI-MAT

Platipus Aluminum Alloy Anchors
Two way ratchet tensioner galvanized wire
Plati-Mat rootball protection mesh

Tree planted at nursery line

Anchors shall be placed as far from the tree as possible to maximize structural performance and minimize potential impact to the tree roots.

© 2024, PLATIPUS ANCHORS

ROOTBALL FIXING SYSTEM W/ PLATI-MAT

DRAWN/DATE
RKNUTSEN 15OCT24

CHECKED/DATE
CCLAPP 15OCT24

APPROVED/DATE

This guidance is based on our understanding of your requirements and no reliance should be placed on any specifications, sketches, plans or drawings provided by us or our representatives. You should seek appropriate advice from your own professional advisers since we shall not be liable for any loss or damage, consequential or otherwise, for any claims made by any third party for design guidance given by us or our representatives



1325 Express Drive Raleigh, NC 27603, USA.
Phone: (919) 662-0991
Web: www.platipus.us
E-mail: trees@platipus.us

DRAWING NUMBER:

STD - 400 - 1

© COPYRIGHT PLATIPUS ANCHORS, INC.
This drawing has copyright and may not be copied in whole or part or used for any purpose other than that for which it is supplied without express written consent.

Kubota KX080-3
Crawler Mounted Hydraulic Excavators



Size Class:
6.5 - 8.4 mt
Weight:
18254 lbs

Configuration for KX080-3

Horsepower
Power Mode

66.5 hp
Diesel

Operating Weight

8.3 mt

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,490.00	USD \$1,540.00	USD \$385.00	USD \$58.00	USD \$15.94	USD \$47.13
Adjustments						
Region (Austin, Texas: 113%)	USD \$713.70	USD \$200.20	USD \$50.05	USD \$7.54		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$6,203.70	USD \$1,740.20	USD \$435.05	USD \$65.54	USD \$15.94	USD \$51.19

Non-Active Use Rates

	Hourly
Standby Rate	USD \$20.46
Idling Rate	USD \$40.01

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32.83%	USD \$1,802.09/mo
Overhaul (ownership)	41.95%	USD \$2,302.93/mo
CFC (ownership)	15.95%	USD \$875.61/mo
Indirect (ownership)	9.28%	USD \$509.36/mo
Fuel (operating) @ USD 3.77	29.86%	USD \$4.76/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (paul@denucciconstructors.com)

Rental Rate Blue Book®

October 27, 2025

Kubota SVL75-2
 Compact Track Loaders

 Size Class:
2201 - 2500 lbs
 Weight:
N/A


Configuration for SVL75-2

Horsepower	68.8 hp	Operator Protection	ROPS/FOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,070.00	USD \$2,260.00	USD \$565.00	USD \$85.00	USD \$29.41	USD \$75.26
Adjustments						
Region (Austin, Texas: 114%)	USD \$1,129.80	USD \$316.40	USD \$79.10	USD \$11.90		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,199.80	USD \$2,576.40	USD \$644.10	USD \$96.90	USD \$29.41	USD \$81.68

Non-Active Use Rates

	Hourly
Standby Rate	USD \$22.32
Idling Rate	USD \$61.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.52%	USD \$1,655.61/mo
Overhaul (ownership)	57.31%	USD \$4,624.52/mo
CFC (ownership)	9.85%	USD \$794.69/mo
Indirect (ownership)	12.33%	USD \$995.18/mo
Fuel (operating) @ USD 3.77	32.61%	USD \$9.59/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (paul@denucciconstructors.com)



Downtown Revitalization Project

- Project Summary
- Parking Spots and Layout
- Utility Progress
- Street/Sidewalk Progress
- Landscaping
- Downtown Trees
- Budget Breakdown



Downtown Revitalization Project:

- Bid awarded on July 16, 2024
- Construction Began Sept 2024

Project Status

- The project is approximately 95% Complete
- Remaining items in 2026 include landscaping, SH142 final layer of pavement, and contract closeout



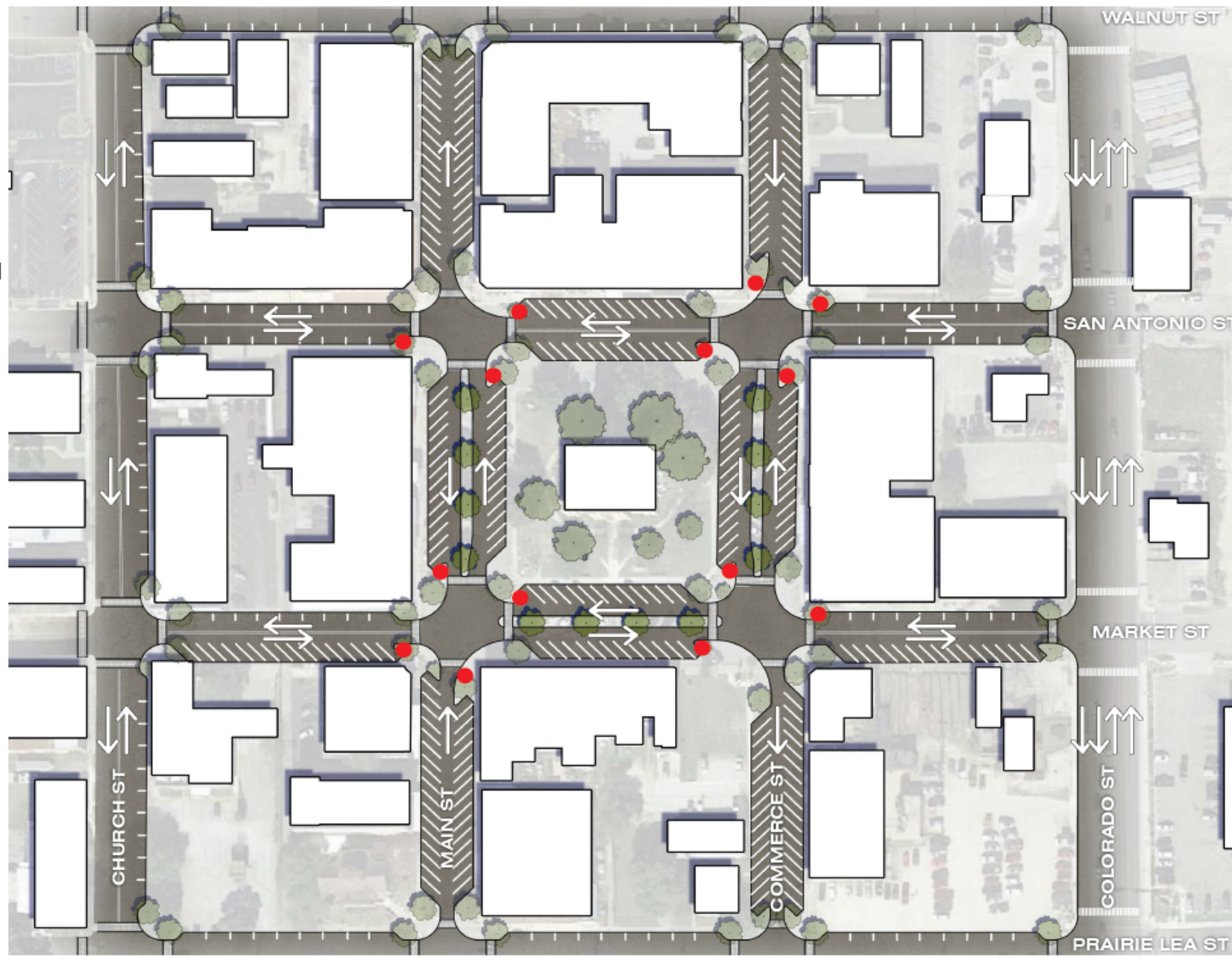
Parking Spots and Layout



OPTION 1B

MAIN POINTS

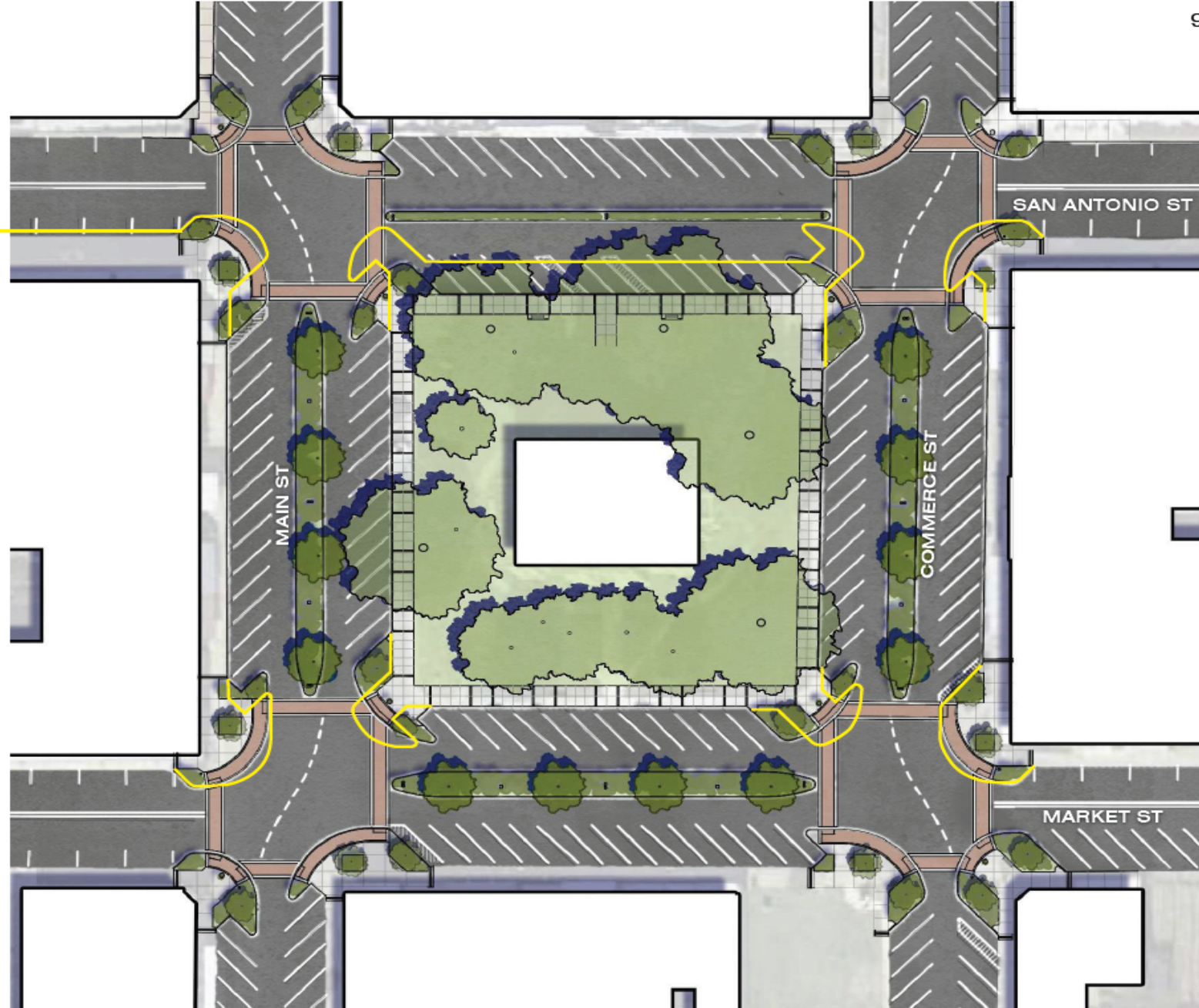
- TWO-WAY TRAFFIC AROUND COURTHOUSE
- ONE-WAY TRAFFIC ON COMMERCE AND MAIN STREETS, BLOCKS NORTH AND SOUTH OF COURTHOUSE ONLY
- ADDITIONAL TRAFFIC CONTROL SIGNAGE REQUIRED
- ALL-WAY STOPS (● = STOP SIGN)
- PRESERVE ALL MEDIAN TREES
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT ON SURROUNDING STREETS MODIFIED TO FOLLOW CONVENTIONAL STANDARDS



PREVIOUS CURB LINEWORK

PARKING COUNT UPDATE

- EXISTING PARKING SPACES = 373
- PROPOSED PARKING SPACES = 365 (NET LOSS 8)
- WIDENING OF SAN ANTONIO STREET PER TXDOT COMMENTS
- CURB BUMP-OUT ADJUSTMENTS TO ACCOMMODATE DELIVERY TRUCK (WB-40)

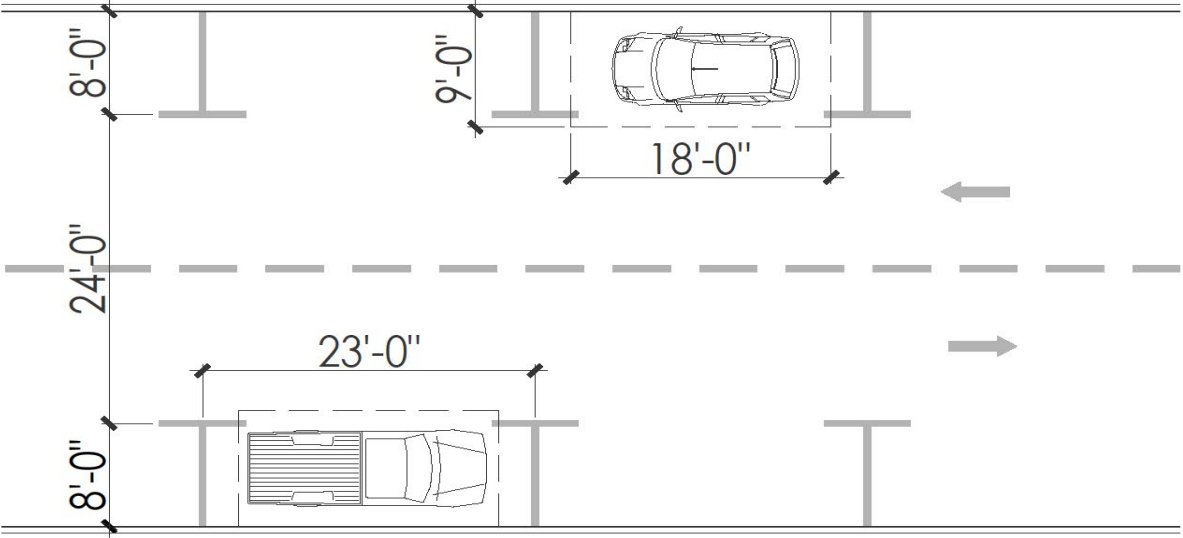


UNCONVENTIONAL ANGLED PARKING CONDITIONS

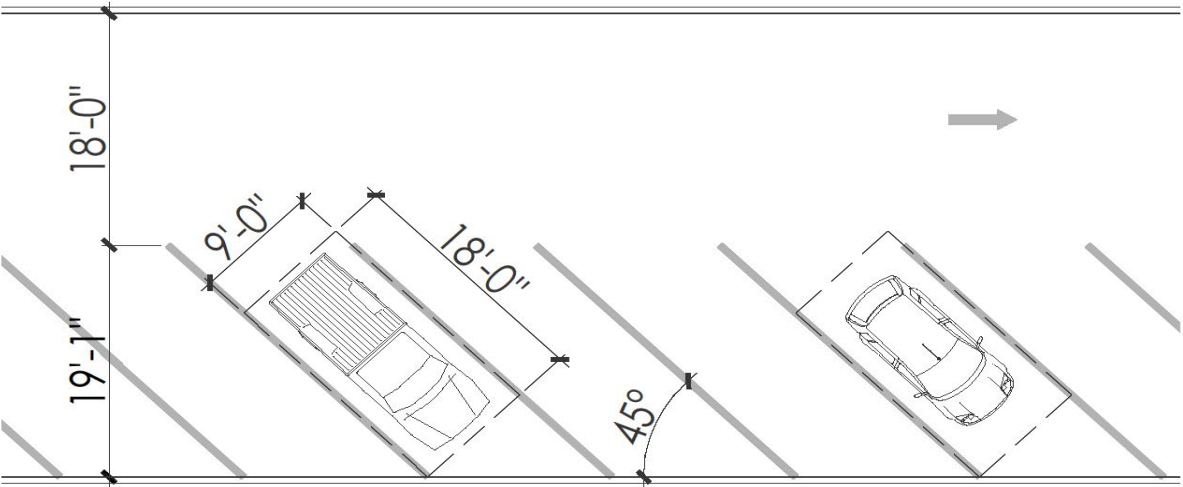


STANDARD PARKING DIMENSIONS

PARALLEL PARKING ON TWO-WAY STREET



ANGLED PARKING ON ONE-WAY STREET



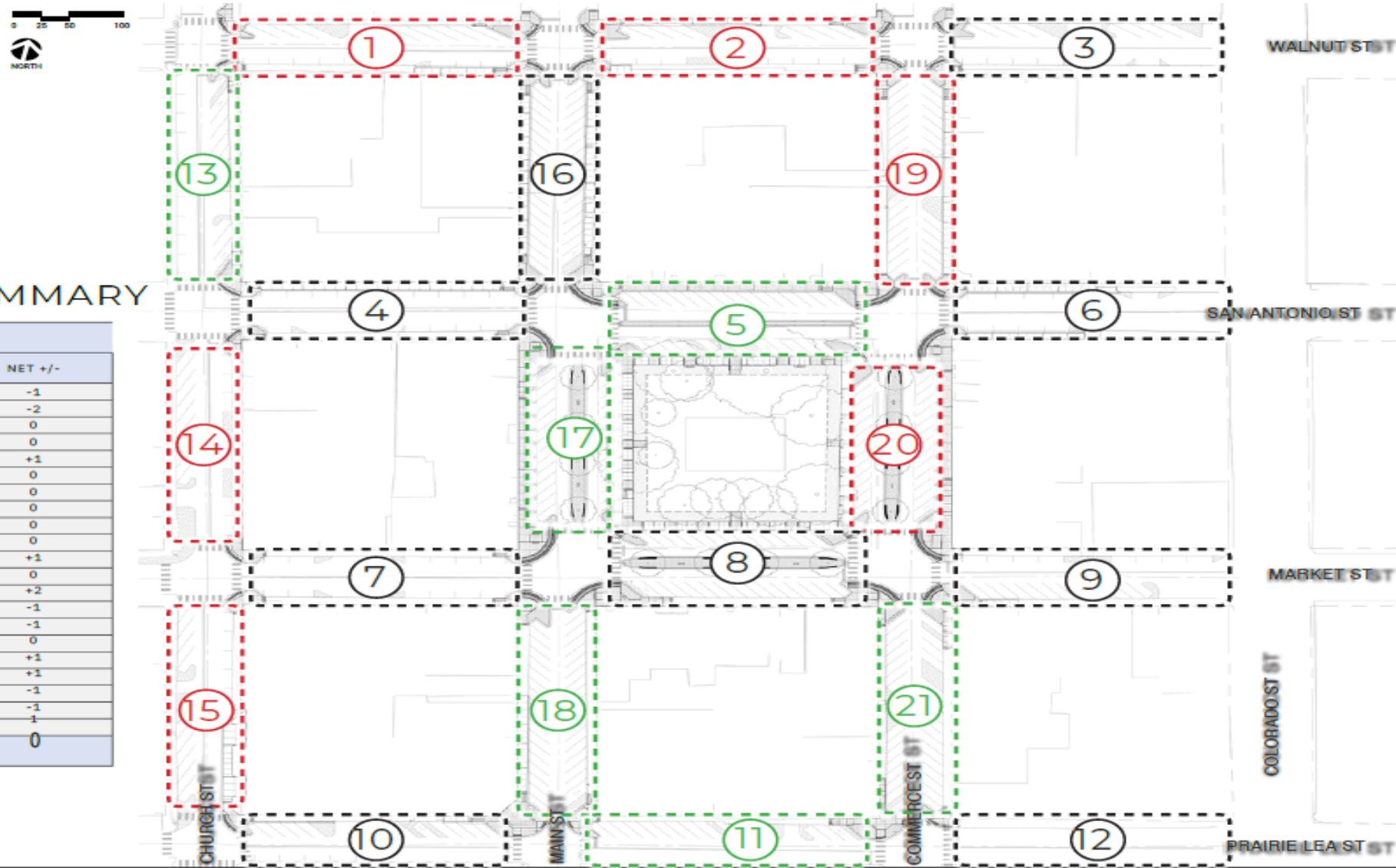
LEGEND

- ADA PARKING COUNT NET GAIN
- ADA PARKING COUNT NET LOSS
- NO CHANGE

ADA PARKING COUNT SUMMARY

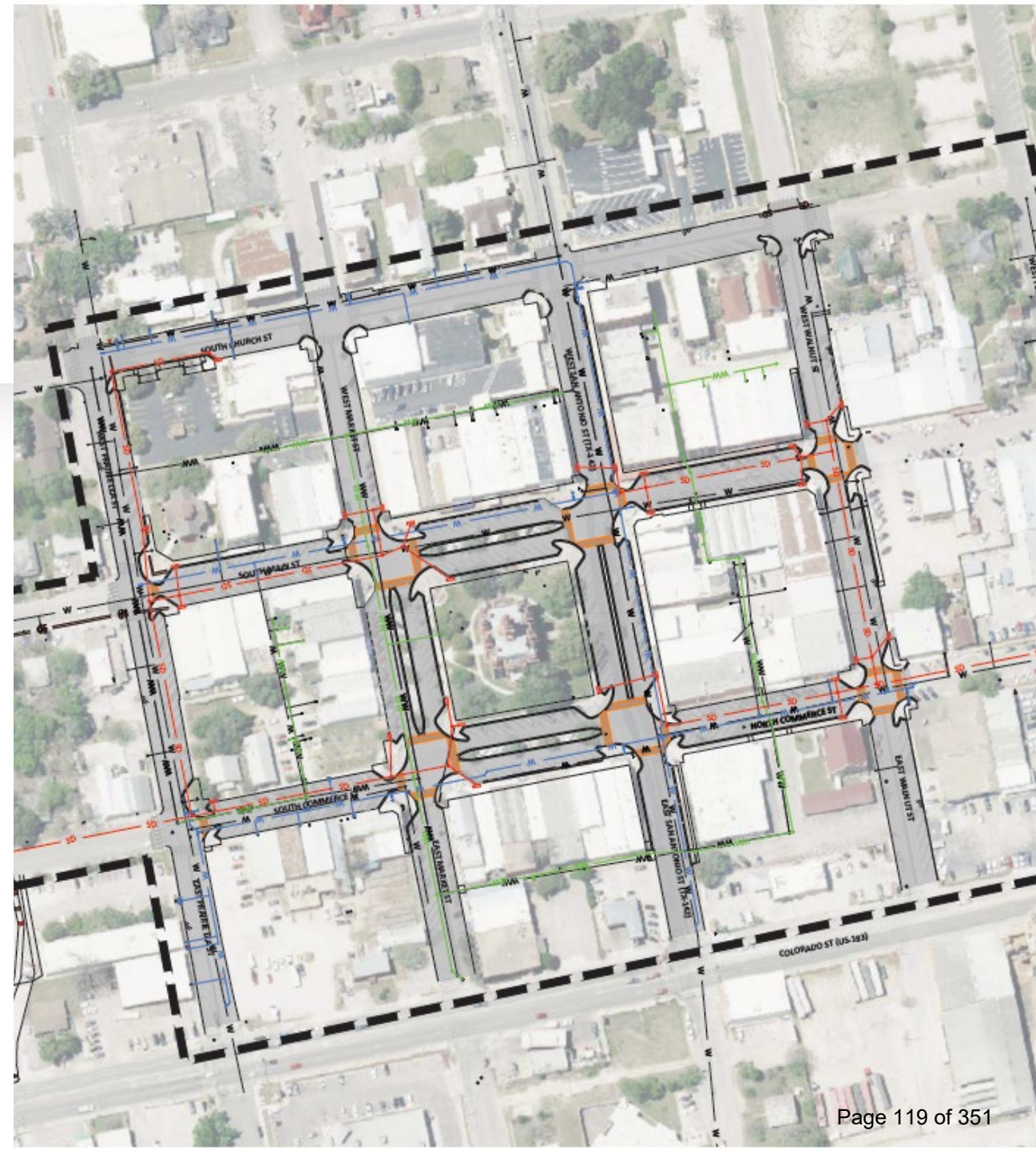
ADA PARKING COUNT SUMMARY			
STREET BLOCK	EXISTING COUNT	DECEMBER 2025 COUNT	NET +/-
1	2	1	-1
2	2	0	-2
3	0	0	0
4	0	0	0
5	3	4	+1
6	0	0	0
7	0	0	0
8	1	1	0
9	0	0	0
10	2	2	0
11	0	1	+1
12	0	0	0
13	1	3	+2
14	1	0	-1
15	1	0	-1
16	1	1	0
17	0	1	+1
18	0	1	+1
19	2	1	-1
20	2	1	-1
21	1	2	+1
TOTALS	19	19	0

*8 ADA SPOTS REQUIRED DOWNTOWN TO MEET MINIMUM REQUIREMENT



Utility Progress

- Water Lines (100%)
- Wastewater Lines (100%)
- Drainage (100%)



Street and Sidewalk Progress

- Streets (95%)
- Bulb-outs (100%)
- Sidewalks/Curbs/Medians (100%)
- Irrigation/Landscaping (30%)























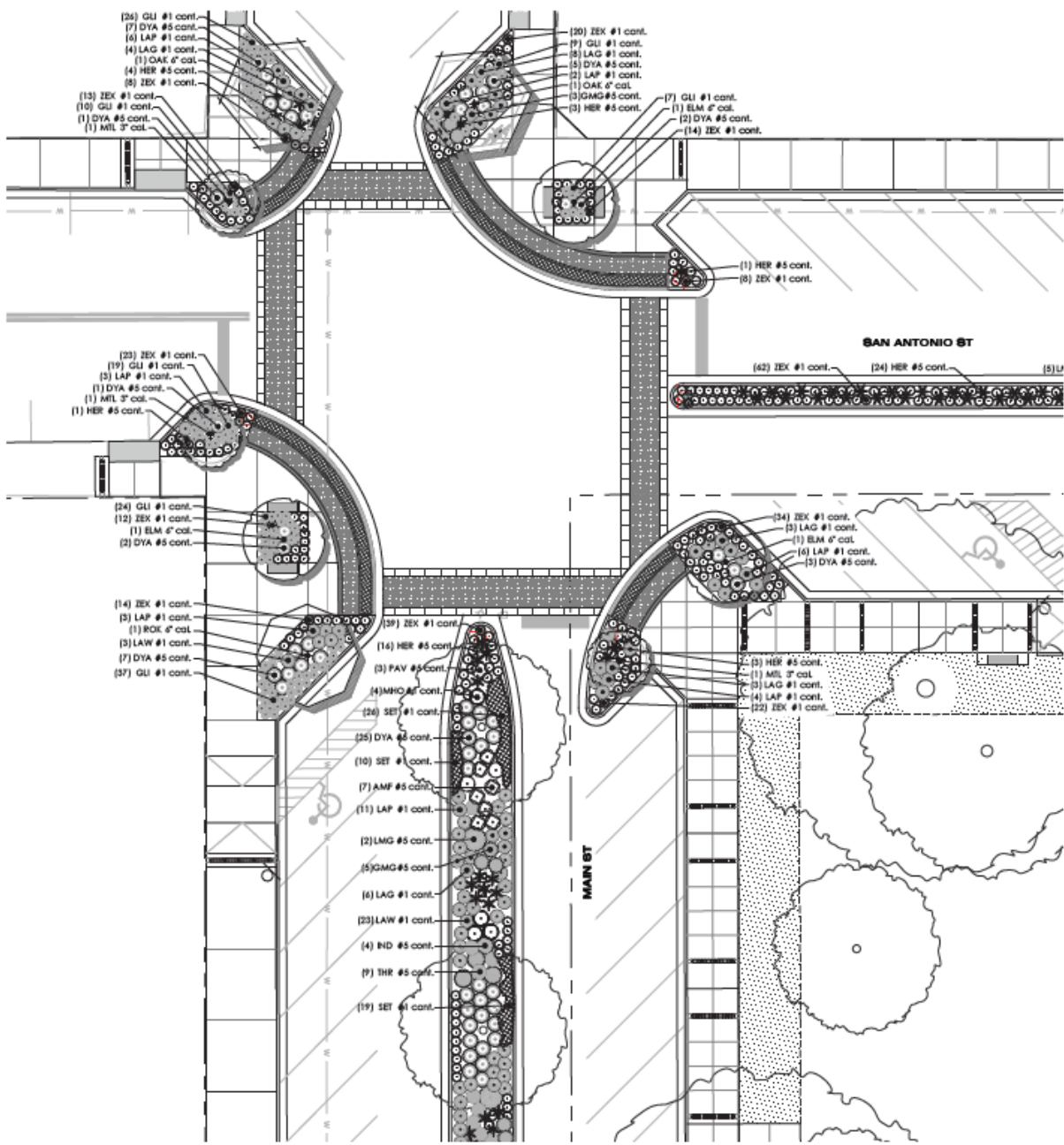




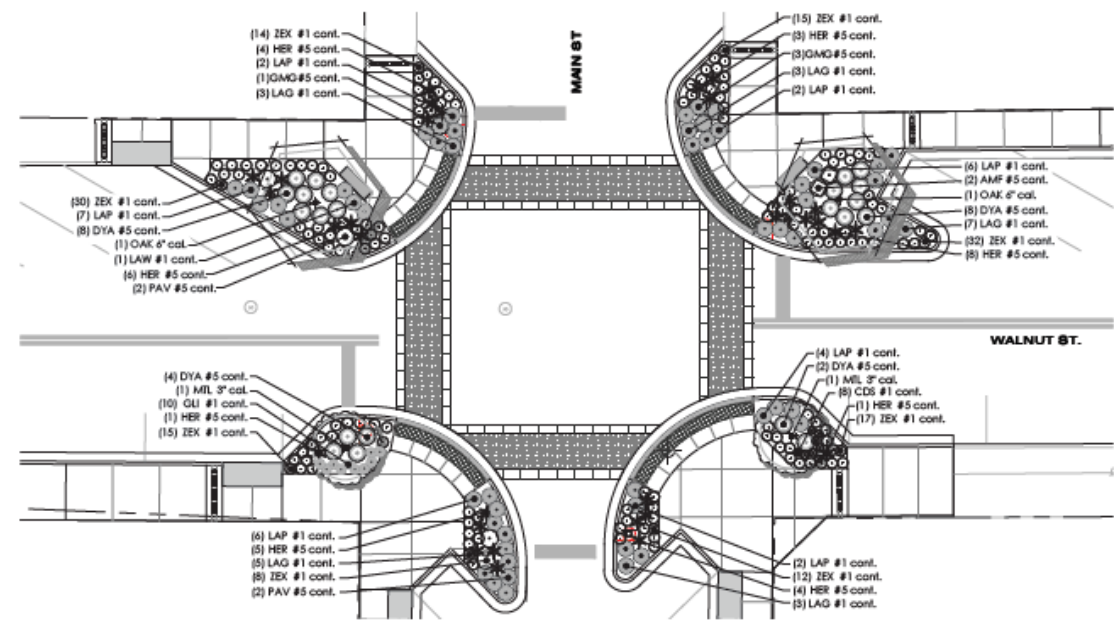
Landscaping



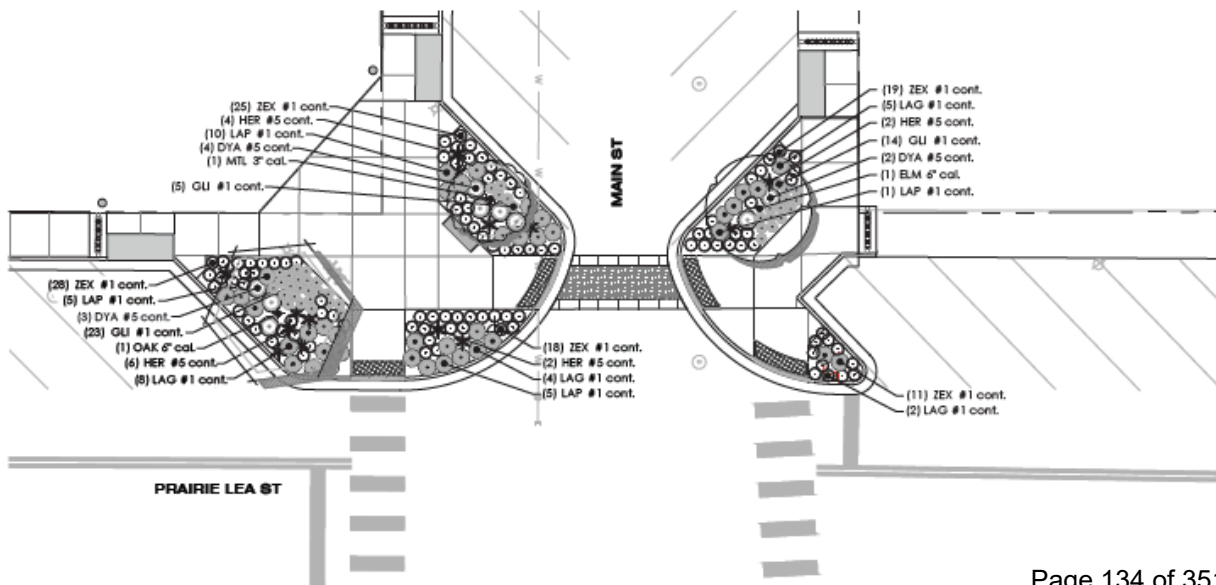
INTERSECTION AT SAN ANTONIO ST. & MAIN ST.



INTERSECTION AT MAIN ST. AND WALNUT ST.



INTERSECTION AT PRAIRIE LEA ST. AND MAIN ST.





Dwarf Anisacanthus
Anisacanthus quadrifidus var wrightii



Blue Mist Flower
Conoclinium coelestinum



Texas Sedge
Carex perdentata



Dwarf Yaupon Holly
Ilex vomitoria v. nana



Giant Liriope
Liriope gigantea



Gulf Muhly Grass
Muhlenbergia capillaris



Red Yucca
Hesperaloe parviflora



Indigo Spires Salvia
Salvia farinacea 'Indigo Spires'



Dwarf Lantana
Lantana camara Bandito



Lantana (Purple, White & Yellow)
Lantana montevidensis & *L. x 'New Gold'*



Lindheimer's Muhly
Muhlenbergia lindheimeri



Mexican Honeysuckle
Justicia spicigera



Rock Rose
Pavonia lasiopetala



Purple Heart
Setcreasea pallida



Thryallis
Galphimia glauca



Turk's Cap
Malvaviscus drummondii



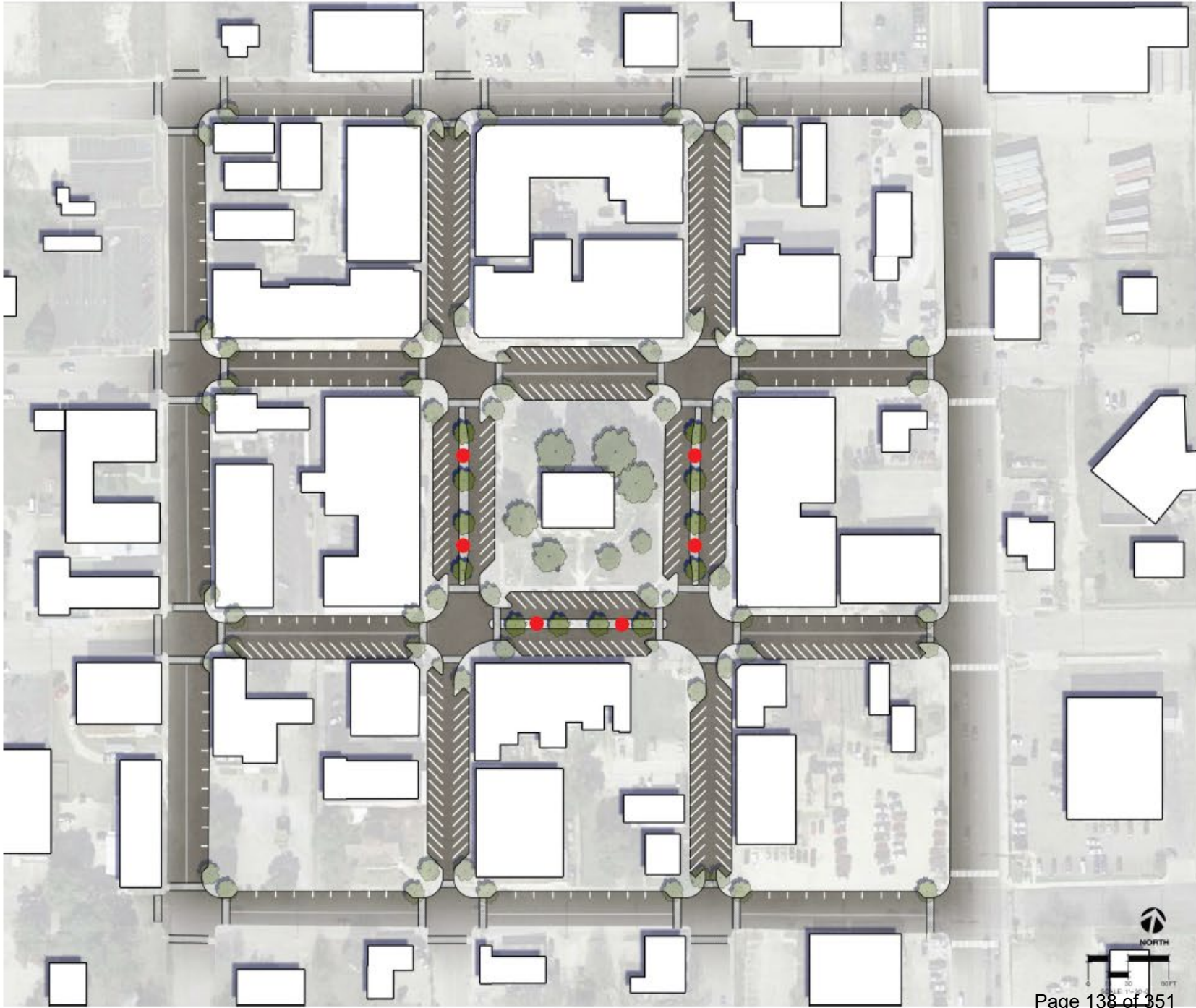
Zexmenia
Wedelia hispida



IRRIGATION

- DRIP IRRIGATION SYSTEM
- TREE BUBBLERS
- EXISTING TREE TO REMAIN

ELECTRICAL PEDESTALS
6 PEDESTALS AT MEDIANS



Trees in the Medians







Pony Walls for Tree Roots





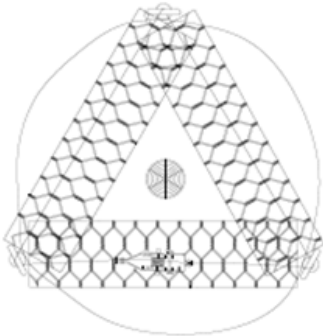


Tree Anchors

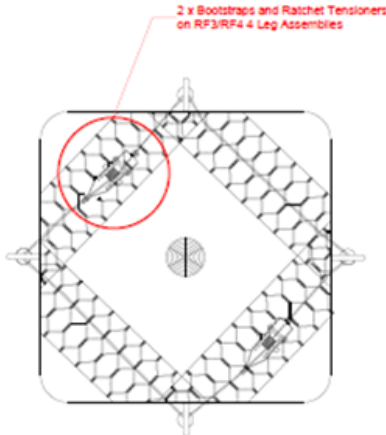
- NOTES
1. DO NOT SCALE FROM THIS DRAWING

2. THIS DRAWING IS CONSTRUCTED USING LAYERS WHICH CAN BE TURNED ON OR OFF AS REQUIRED

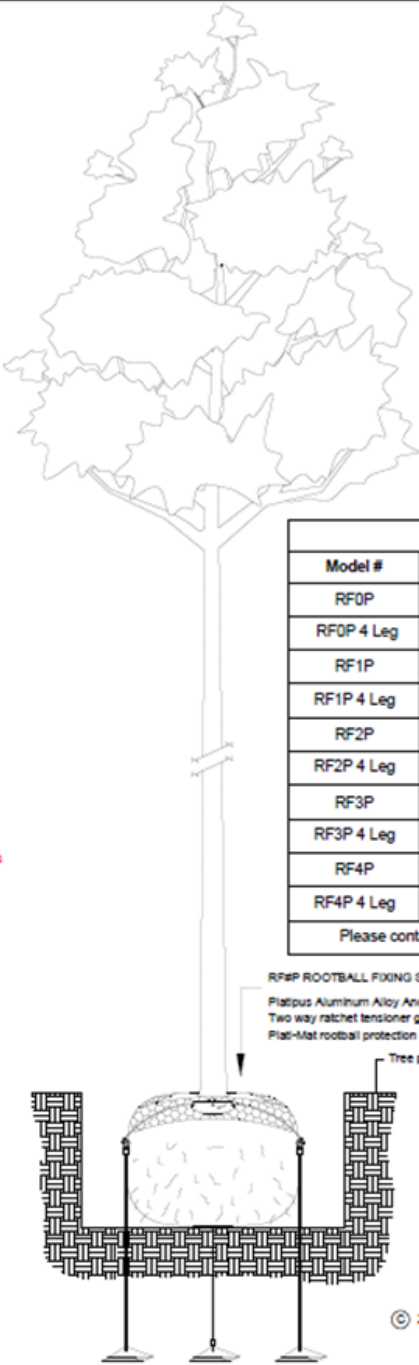
3. DUE TO SETTLEMENT ALL TREES SHOULD BE RE-TENSIONED AFTER PLANTING



RF#P 3 Leg



RF#P 4 Leg



Model List		
Model #	Height - ft (m)	Caliper - in (mm)
RF0P	Up to 8'	Up to 1.5"
RF0P 4 Leg	Up to 12"	
RF1P	8'-15' (2.5m - 4.5m)	1.5" - 3" (40mm - 75mm)
RF1P 4 Leg	12" - 24" Box	
RF2P	15'-25' (4.5m - 7.5m)	3" - 5.75" (75mm - 150mm)
RF2P 4 Leg	24" - 48" Box	
RF3P	25'-40' (7.5m - 12m)	5.75" - 9.5" (150mm - 230mm)
RF3P 4 Leg	48" - 60" Box	
RF4P	40' + (12m+)	9.5" + (230mm+)
RF4P 4 Leg	60" - 120"	
Please contact Platipus representative for boxes over 120"		

Thanks

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discuss Ordinance 2026-01 ordering a special election to be administered by the Caldwell County Elections Administrator on March 31, 2026, for the purpose of electing one member of the Lockhart City Council (Councilmember District 2) to fill the vacancy resulting from the constitutional resignation of Councilmember John Castillo; designating early voting polling places and hours; designating election day polling places and hours; designating filing deadlines; ordering notices of election to be given as prescribed by law in connection with such election; providing for the appointment of election judges and clerks; authorizing the Mayor and City Secretary to take all actions necessary to comply with applicable election laws; and providing a savings/repealing clause, severability clause and an effective date.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart is required to hold a Special Election due to the vacancy of Councilmember District 2. The vacancy was created when Councilmember John Castillo resigned from his position on the City Council, when he filed for candidacy for another elected office on December 8, 2025.

Ordinance 2026-10 orders a Special Election to fill the vacancy for Councilmember District 2 and provides the filing dates, early voting dates, polling locations, etc. The unexpired term will be filled from March 2026 until November 2028. The Caldwell County Elections Administrator (County EA) will be conducting the March 31, 2026 Special Election for the City of Lockhart. The City Secretary's office will receive applications for a place on the ballot, post and publish notices, prepare ballot language, and be available to direct voters to the correct polling location.

The filing period for a place on the ballot is January 8 - 26, 2026.

State election laws require that early voting hours and locations be included in the City's Order of Election. Early voting will be conducted March 16 - 27, 2026. For this Special Election, the City Council determines voting locations and hours which are subject to change by order of the Elections Administrator. Adams Gym is being proposed as both the early voting location and election day polling location. And early voting hours are proposed as follows:

March 16 – 20, 2026: 8:00 a.m. – 5:00 p.m.

March 21, 2026 (Saturday): 9:00 a.m. – 3:00 p.m.

March 23 – 25, 2026: 8:00 a.m. – 5:00 p.m.

March 26 – 27, 2026: 9:00 a.m. – 6:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

A contract for election services between Caldwell County and the City will be presented to the City Council during an upcoming City Council meeting.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Ordinance 2026-01.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-01 Order of Special Election

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A SPECIAL ELECTION TO BE ADMINISTERED BY THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR ON MARCH 31, 2026, FOR THE PURPOSE OF ELECTING ONE MEMBER OF THE LOCKHART CITY COUNCIL (COUNCILMEMBER DISTRICT 2) TO FILL THE VACANCY RESULTING FROM THE CONSTITUTIONAL RESIGNATION OF COUNCILMEMBER JOHN CASTILLO; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES AND CLERKS; AUTHORIZING THE MAYOR AND CITY SECRETARY TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; AND PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart, Texas ("City Council") finds that Councilmember John Castillo resigned from his position on the City Council, Councilmember District 2, when he filed for candidacy for another elected office on December 8, 2025; and

WHEREAS, pursuant to Article XI, Section 11 and Article 16, Section 65 of the Texas Constitution, the Texas Election Code and the City Charter of the City of Lockhart, Texas ("Lockhart"), the City Council is required to order a special election to fill the vacancy in the office of the City Council, Councilmember District 2, resulting from the resignation of Mr. Castillo; and

WHEREAS, the City Council hereby orders a special election to be held within Lockhart on March 31, 2026, for the purpose of filling the vacancy in the office of City Council, Councilmember District 2, and completing the remaining term of office for Councilmember District 2.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Special Election Ordered. A Special Election ("Election") is hereby ordered to be held on Saturday, March 31, 2026 ("Election Day"), for the purpose of electing one member of the Lockhart City Council (Councilmember District 2) to fill the vacancy

resulting from the resignation of Councilmember John Castillo and completing the remaining term of office for Councilmember District 2. The Election shall be administered by the Caldwell County Elections Administrator.

SECTION 3: Early Voting.

Early voting by personal appearance shall be available at:

Lockhart ISD Adams Gym
419 Bois D'Arc Street
Lockhart, Texas 78644

Early voting Dates/Times:

- March 16 – 20, 2026: 8:00 a.m. – 5:00 p.m.
- March 21, 2026 (Saturday): 9:00 a.m. – 3:00 p.m.
- March 23 – 25, 2026: 8:00 a.m. – 5:00 p.m.
- March 26 – 27, 2026: 9:00 a.m. – 6:00 p.m.

The Council appoints Devante Coe, Caldwell County Elections Administrator, as the Early Voting Clerk. Applications for ballot by mail shall be mailed to:

Early Voting Clerk
Devante Coe, Caldwell County Elections Administrator
1403 Blackjack Street, Suite A
Lockhart, Texas 78644
(512) 668-4347
Email Address: caldwellec@co.caldwell.tx.us
Website: www.co.caldwell.tx.us/page/ElectionsOffice

(If faxed or emailed, the original application must be mailed and received within 4 days.)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:

March 20, 2026

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:

March 20, 2026

Early voting times and locations are subject to change by order of Elections Administrator.

SECTION 4. Election Day Voting.

Election Day voting by personal appearance shall be available at:

Election Day Location:

Lockhart ISD Adams Gym

419 Bois D'Arc Street

Lockhart, Texas 78644

SECTION 5: Filing Deadlines. Candidates must file for election to Councilmember District 2, and adhere to the filing deadlines. Candidate packets will be available in the City Secretary's Office, 105 South Colorado Street, Lockhart, Texas 78644. The candidate filing periods for the Election are as follows:

Begin: January 8, 2026, at 8:00 a.m.

End: January 26, 2026, at 5:00 p.m.

SECTION 6: Election to Comply with Applicable Laws. The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this Election. The Election and notice of the Election shall be conducted in accordance with the Texas Election Code and other applicable law, and all qualified and registered voters of Lockhart shall be eligible to vote at the Election.

SECTION 7. Authorization to Execute. The Mayor, or the Mayor's designee, including the City Manager or Assistant City Manager, of the CITY is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

SECTION 8: Appointment of Election Judges and Clerks. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrators in accordance with the contracts for election administration services and the Texas Election Code. The Elections Administrators may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

SECTION 9: Authority of Mayor and City Secretary. The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the Election, whether or not expressly authorized herein. In the absence of the City Secretary, the City Manager and/or Assistant City Manager are hereby appointed to fulfill election duties in place of City Secretary as needed in accordance with Texas Elections Code Sec. 31.123.

SECTION 10: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 11: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 12: Effective Date. This order for an election becomes effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ON THIS 6TH DAY OF JANUARY, 2026.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Bradford E. Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion regarding the First Amendment to the Seawillow Ranch Development Agreement between the City and RODG DT Seawillow PropCo LLC consisting of approximately 586.778 acres of land out of the John A. Neill Survey A020 for residential and commercial purposes, which property is located east of FM 1322 and south and west of Seawillow Road, approximately 2,000 feet southeast of Lay Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On August 2, 2024, the City of Lockhart and RODG DT Seawillow PropCo LLC entered into the Seawillow Ranch Development Agreement to establish the framework for the development of the Seawillow Ranch project, including infrastructure obligations, utility service provisions, annexation, and financing mechanisms.

Since execution of the original agreement, the Developer has acquired approximately 141 acres of the project area and requested amendments to clarify and adjust certain provisions of the agreement. The First Amendment updates multiple sections to reflect current project conditions, regulatory timelines, and development sequencing.

Key components of the First Amendment include revisions related to:

- Water and wastewater service and CCN transfer timelines with Aqua Water Supply Corporation;
- Clarification of annexation procedures and service agreements for phased development;
- Updates to Tax Increment Reinvestment Zone (TIRZ) participation and tax increment allocations;
- Adjustments to the agreement term and milestone deadlines;
- Addition of remedies related to CCN-related costs upon termination; and
- Replacement of Exhibits B, L, and L1 to reflect updated concept plans and roadway system improvements.

All provisions of the original Development Agreement not expressly amended remain in full force and effect.

PROJECT SCHEDULE (if applicable): The amendment aligns project milestones, annexation timing, and utility service extensions with the phased development schedule outlined in the updated exhibits.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: First Amendment to Seawillow Development Agreement

FIRST AMENDMENT TO SEAWILLOW RANCH DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO SEAWILLOW RANCH DEVELOPMENT AGREEMENT (this “First Amendment”) is made and entered into by and between the CITY OF LOCKHART, TEXAS, a Texas home-rule municipality (the “City”) and RODG DT SEAWILLOW PROPCO LLC, a Texas limited liability company (“Developer”) (each individually, a “Party,” and collectively, the “Parties”), to be effective as of _____, 2025.

RECITALS

WHEREAS, the City and the Developer previously entered into that certain Seawillow Ranch Development Agreement, effective as of August 2, 2024, recorded under Instrument Number 2024-006578 in the Official Public Records of Caldwell County, Texas (the “Agreement”); and

WHEREAS, capitalized terms used in this First Amendment herein but not otherwise defined shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Parties desire to amend Section 7.2(b), Section 10.1, Section 12.2, Article XV, Section 19.2, Exhibit B – Concept Plan, Exhibit L – Roadway System Improvements, and Exhibit L1 – Off-Site Roadway System Improvements, and add Section 16.3; and

WHEREAS, since execution of the Agreement, Developer purchased 141 acres of the Owner Property on September 30, 2024 (in this First Amendment, this 141 acres will be referred to as “Developer Property” when it is important to differentiate it from the remainder of the Owner Property and will otherwise in the Agreement remain part of the Owner Property); and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended by this First Amendment herein, all provisions and terms contained in the Agreement shall remain in full force and effect,

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this First Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used in this First Amendment, to the extent not otherwise expressly defined herein, shall have the meanings assigned to them in the Agreement.

2. Amendment to Section 7.2(b) “Water Service”. Section 7.2(b) of the Agreement is amended to read as follows:

“(b) Subject to the conditions described in this subsection, the City agrees to provide 2786 LUEs of water service at full build out of the Project and in each Phase to provide the number of LUEs described in the Development and

Absorption Phasing Plan, as described in Exhibit D, attached hereto, for Phase 1 through Phase 8. The Parties acknowledge that the City's CCNs for water and wastewater services do not currently encompass the Project Boundaries, and Aqua Water Supply Corporation ("Aqua") currently holds the CCN for water service for the Project. The Parties intend for the City to be the retail water and wastewater service provider to the Project. The Developer and Owners hereby consent to inclusion of the Owner Property and In-City Property into the City's water and wastewater CCNs and support and agree that the Aqua water CCN should be replaced with the City's water CCN. Developer agrees to support and cooperate with City's effort to contract with Aqua and to seek regulatory approval of the City's CCN expansion to include the Project Boundaries. In compliance with the Agreement, the City entered into a Water Service Area Transfer Agreement with Aqua on April 8, 2025. The Developer has asked the City to amend the Water Service Agreement subsequent to the First Amendment, including to change the date for the CCN Transfer Application(s) and to provide that the water service area may be expanded on a phased basis. Developer agrees to pay Aqua for any costs (estimated to be \$12,000.00 per acre) Aqua may impose on the City for release of its CCN in favor to the City's CCN for water service and to reimburse the City's actual costs related to legal and engineering fees to obtain approval of the PUC to expand the Water and Wastewater CCN to the Project at the times and in the manner requested by Aqua. With the exception of the In-City Property, extension of the City CCNs for water and sewer service for any phase of the Project is a condition precedent to the City's obligation to provide water and sewer services to such Phase of the Project. In the event City is unable to execute an amendment of the Water Service Agreement with Aqua prior to 5:00 pm on December 31, 2026, in the event that PUC does not approve of the City's request to extend its water CCN to the Developer Property on or before 5:00 pm December 31, 2027, or in the event that PUC does not approve of the City's request to extend its water CCN to the remainder of the Owner Property on or before 5:00 pm December 31, 2031, this Agreement will terminate, unless prior to the expiration date the parties agree to extend the deadlines. In the event that Aqua agrees to accept payment for release of the CCN over a period of years, Developer shall be responsible for making such payments and failure to make the payments shall be a material default of this Agreement. In such case, the City may withhold building permits to the Owner Property until past due amounts owed to Aqua are made by the Developer. Payments due Aqua shall be paid by Developer to the City a minimum of 30 days prior to each Aqua payment date, unless Aqua agrees to accept Developer's payment in lieu of the City."

4. Amendment to Section 10.1 "Tax Increment Reinvestment Zone". Section 10.1 of the Agreement is amended to read as follows:

Tax Increment Reinvestment Zone. Prior to or concurrent with the issuance of the first series of PID Bonds, the City, subject to the consent and approval of the City Council, will consider creation of a TIRZ coterminous with the boundaries of the In-City Property (referred to in this Section 10.1 as the "Initial Phase"). Prior

to or concurrent with the levy of Assessments for local or zone improvements in any subsequent phase of development in the PID (each, a “Subsequent Phase”), the City, subject to the consent and approval of the City Council, will consider expanding the boundaries of the TIRZ to include such Subsequent Phase, provided that such expansion of the boundaries of the TIRZ shall occur only if the Subsequent Phase has been, or will concurrently be, annexed into the City in accordance with Section 12.2 hereof. The City base year for the Initial Phase and each Subsequent Phase shall be the year such Initial Phase or Subsequent Phase is added to the boundaries of the TIRZ.

For the Initial Phase and any Subsequent Phase, Developer has requested that the TIRZ provide tax increment revenue generated from the TIRZ as follows: (i) twenty three percent (23%) of the City ad valorem tax increment generated within the TIRZ in years 2026-2035 and twenty-eight and one half percent (28.5%) of the City ad valorem tax increment generated within the TIRZ in years 2036-2065 within each phase (the “City Tax Increment”), whether the Initial Phase or any Subsequent Phase, for which an Assessment for local or zone improvements has been levied for such phase within thirty (30) years of the Effective Date. The City Tax Increment will be used to offset Assessments for local and/or zone improvements in the Initial Phase and any Subsequent Phase and shall be collected by the City in accordance with the TIRZ Project and Finance Plan. City TIRZ Increment generated in the Initial Phase or any Subsequent Phase shall only be used to offset Assessments for local or zone improvements within the same phase that generated the City TIRZ Increment. For illustration only, (i) if the Initial Phase is designated in 2026, and the first payment of City Tax Increment generated within the Initial Phase is revenue from the 2026 tax year, then the 2055 tax year would be the thirtieth (30th) and final year for the City TIRZ Increment generated from the Initial Phase to be used to offset any Assessment, for the benefit of the Project, for the benefit of the Developer, or in any other manner for the under this Agreement; and (ii) if a Subsequent Phase is designated in 2050, and the first payment of City Tax Increment for such Subsequent Phase is revenue from the 2050 tax year, then the 2065 tax year would be the year for the City TIRZ Increment generated from such Subsequent Phase (and not generated from the Initial Phase or any other Subsequent Phase) to be used to offset any Assessment, for the benefit of the Project, for the benefit of the Developer, or in any other manner for the under this Agreement.

The Developer shall pursue, and the City shall use its best efforts to support, participation by Caldwell County in the TIRZ for the Initial Phase and each Subsequent Phase up to 27.5% of its applicable tax rate. The City shall execute any necessary documents to effectuate Caldwell County’s participation in the TIRZ for the Initial Phase and each Subsequent Phase to the extent Caldwell County agrees to participate. Any tax increment revenues provided by Caldwell County (the “County Tax Increment”) shall be used to offset Assessments for local and/or zone improvements in the Initial Phase and any Subsequent Phase or shall be used as required in the participation agreement between the City and the County.

4. Amendment to Section 12.2 “Annexation”. Section 12.2 of the Agreement is amended to read as follows:

Annexation.

12.2.1 This Agreement constitutes the consent of Developer (and Owners, if Developer has not yet purchased the Owner Property) to the City’s full purpose annexation of the Owner Property, subject to the conditions set forth in this Agreement.

12.2.2 Prior to the levy of Assessments, other than to fund Major Improvements for any Subsequent Phase, the Developer shall submit a petition for voluntary annexation of the Owner Property in the applicable Subsequent Phase to be subject to such Assessments in sufficient time to allow for final annexation of said Subsequent Phase to occur by no later than the earlier of (i) the date of the City Council meeting at which the City Council will consider expansion of the boundaries of the TIRZ to include such Subsequent Phase or (ii) the date of the City Council meeting at which the Assessments to fund local improvements are levied. The Developer shall not be required to submit, or cause the Owner to submit, a petition for annexation of any portion of the Owner Property on which Assessments solely to finance Major Improvements have been levied until the City levies Assessments for local improvements which solely benefit such specific Subsequent Phase of the PID. In the event that Developer, including Developer’s successors or assigns, fails or refuses to timely execute the petition for voluntary annexation as set forth herein, this Agreement constitutes a petition for voluntary annexation for any Subsequent Phase for which the Developer has submitted a preliminary or final plat to the City, or other regulatory body, for any portion of such Subsequent Phase.

12.2.3 This Agreement constitutes the written service agreement pursuant to Section 43.0672, Texas Local Government Code, for providing City services to the In-City Property, Owner Property and Outside Property. Developer acknowledges and agrees that:

- (i) this Article XII was a material inducement for the City to enter into this Agreement with Developer, create the PID, and create and expand the TIRZ to include the Initial Phase and the Subsequent Phases; and
- (ii) Developer is not required to enter into this Agreement; and
- (iii) the annexation procedures described in this Agreement require Developer’s consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent, subject to the Annexation Conditions; and
- (iv) the City has complied with the requirements of Texas Local Government Code Section 212.172(b-1).

Pursuant to the authority granted in Texas Local Government Code Section 212.172, the Parties agree that the annexation procedures in Subchapter C-3 of Chapter 43 of the Texas Local Government Code as it existed on the Effective Date.

12.2.4 Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such law governing land as they exist on the Effective Date, the City shall initiate annexation proceedings following the receipt of the petitions for voluntary annexation of the Owner Property pursuant to this Section. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's authority to annex the Owner Property herein described. Upon request of the City, each annexation petition shall include (i) the request for annexation, (ii) a metes and bounds description and a map of the portion of the Owner Property being annexed (including any adjoining right of way to the Owner Property not already in the city limits), and (iii) an executed Annexation Written Services Agreement addressing city services to the Owner Property consistent with this Agreement.

5. Amendment to Article XV "Term". The first paragraph of Article XV is amended to read as follows:

"The term of this Agreement shall be for a period of thirty (30) years from the Effective Date (the "Term"). If allowed by law, the Parties may extend the term of this Agreement beyond the Term, if they execute an amendment in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate and shall be of no further force or effect, if: (A) the Developer or an Affiliate of the Developer, who has entered into an Assignment of the Agreement, has not purchased all of the Owner Property on or before March 31, 2030, which date may be extended up to an additional sixty (60) days upon written agreement of the Parties without the necessity of a formal amendment to this Agreement; (B) if the Owner, the Developer, or the applicable Affiliate of the Developer who has entered into an Assignment of the Agreement has not submitted one or more annexation petitions by November 30, 2026 which collectively cover the Developer Property; (C) if the Owner, the Developer, or the applicable Affiliate of the Developer who has entered into an Assignment of the Agreement has not submitted one or more annexation petitions which collectively cover the remainder of the Owner Property by September 30, 2030, which date may be extended up to an additional sixty (60) days upon written agreement of the Parties without the necessity of a formal amendment to this Agreement; (D) Developer or the applicable Affiliate of the Developer who has entered into an Assignment of the Agreement has not submitted a zoning application for a PDD - Planned Development District for the Developer Property consistent with the Concept Plan and this Agreement on or before March 1, 2027; (E) Developer or the applicable Affiliate of the Developer who has entered into an Assignment of the Agreement has not submitted a zoning application for a PDD - Planned Development District for remainder of the Owner Property consistent with the Concept Plan and this Agreement on or before December 31, 2030 and/or (F) this Agreement is terminated pursuant to the provisions of Section 7.2(b)."

6. Amendment to Section 19.2 “Notices”. The addresses for the Developer under Section 19.2 of the Agreement are amended to read as follows:

To the Developer: Attn: Tom Staub
212 E. 6th Street, Suite 203
Austin, Texas 78702
E-mail:tom@redoakvc.com

With a copy to: Attn: Drew Slone
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201
Email: drew.slone@gtlaw.com

7. Addition of Section 16.3. Section 16.3 of the Agreement is added to read as follows:

Remedies. In addition to any other remedy expressly set out in this Agreement related to the right of termination, for any Phases for which the City has made application to the PUC for extension of the CCN, the Developer is obligated upon any termination of this Agreement to pay Aqua for any costs (estimated to be \$12,000.00 per acre) Aqua may impose on the City for release of its CCN in favor to the City’s CCN for water service and to reimburse the City’s actual costs related to legal and engineering fees to obtain approval of the PUC to expand the Water and Wastewater CCN to the Project at the times and in the manner requested by Aqua.

8. Amendments to Exhibits. Exhibits B, L, and L1 in the Agreement are deleted and replaced with the Exhibits attached hereto, such exhibits being as follows:

Exhibit B – Concept Plan
Exhibit L – Roadway System Improvements
Exhibit L1 – Off-Site Roadway System Improvements

9. Miscellaneous.

(a) This First Amendment amends the Agreement in no other manner except as expressly set forth herein. Except as amended herein, the terms, provisions, agreements, covenants and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control.

(b) This First Amendment together with the Agreement shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this First Amendment and the Agreement. This First Amendment and the Agreement shall not be modified or amended except in writing signed by the Parties.

(c) This First Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(d) The City represents and warrants that the individual executing this First Amendment on behalf of the City has been duly authorized to do so. The Developer represents and warrants that the individual executing this First Amendment on behalf of the Developer has been duly authorized to do so.

10. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

11. Form 1295. Submitted herewith is a completed Form 1295 from the Developer. The City hereby confirms receipt of the Form 1295 from the Developer. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[Signature Pages to Follow]

**EXECUTED BY THE DEVELOPER AND THE CITY TO BE EFFECTIVE ON THE
EFFECTIVE DATE:**

ATTEST:

CITY OF LOCKHART, TEXAS

Name: Julie Bowermon
Title: City Secretary

By: _____
Name: Lew White
Title: Mayor

Date: _____

APPROVED AS TO FORM

Bradford Bullock, City Attorney

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the ____ day of _____, 2025 by
Lew White, Mayor of the City of Lockhart, Texas, a home-rule municipality, on behalf of said
home rule municipality.

Notary Public, State of Texas

DEVELOPER:

**RODG MASTER LOCKHART PROP CO
LLC, a Texas limited liability company**

By: _____

Name: Thomas Staub

Title: CEO

STATE OF TEXAS §

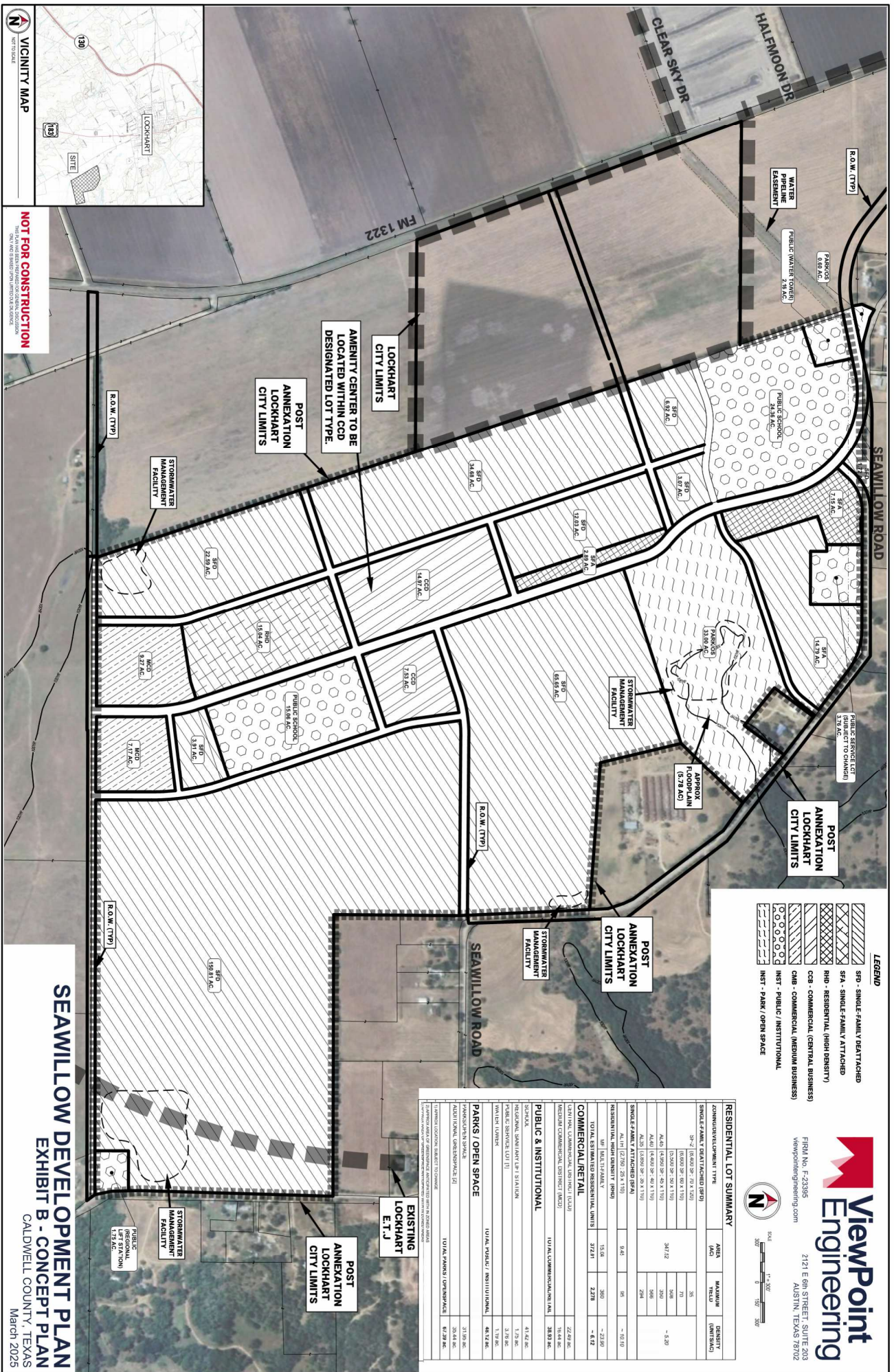
§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2025 by Thomas Staub on behalf of said company listed above.

Notary Public, State of Texas

EXHIBIT B
Concept Plan



NOT FOR CONSTRUCTION

THIS PLAN IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION.

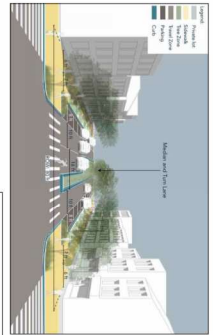
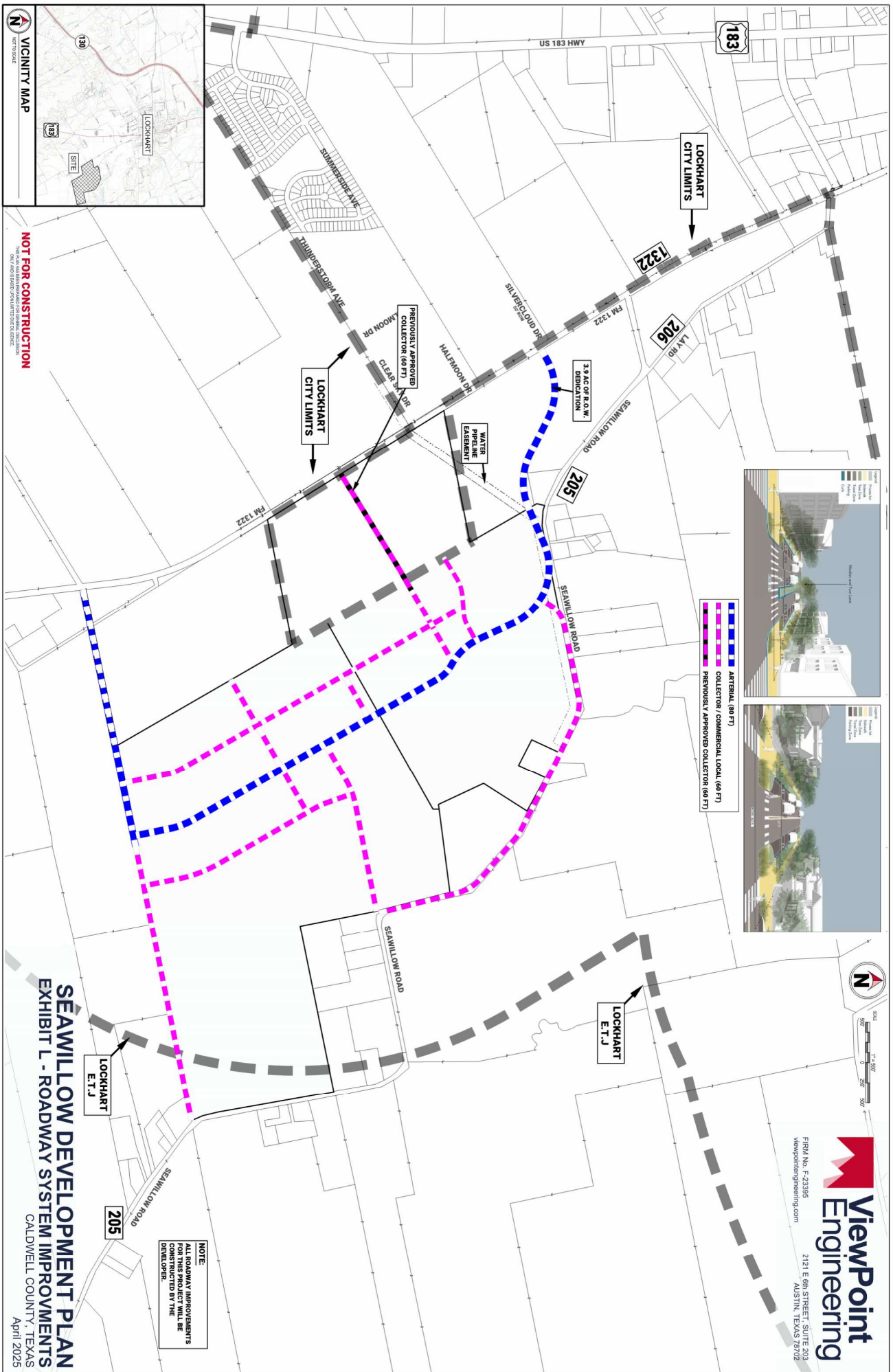
SEAWILLOW DEVELOPMENT PLAN

EXHIBIT B - CONCEPT PLAN

CALDWELL COUNTY, TEXAS

March 2025

EXHIBIT L
Roadway System Improvements



ViewPoint Engineering
 FIRM No. F-23385
 2121 E 6th STREET, SUITE 203
 AUSTIN, TEXAS 78702
 viewpointengineering.com

SEAWILLOW DEVELOPMENT PLAN
EXHIBIT L - ROADWAY SYSTEM IMPROVEMENTS
 CALDWELL COUNTY, TEXAS
 April 2025

NOTE:
 ALL ROADWAY IMPROVEMENTS
 FOR THIS PROJECT WILL BE
 DEVELOPED BY THE
 DEVELOPER.

EXHIBIT L1
Off-Site Roadway Improvements

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion and/or action to consider authorizing City Manager to sign a two-year renewal agreement with Community Action, Inc. for the Comprehensive Energy Assistance Program (CEAP).

ORIGINATING DEPARTMENT AND CONTACT: Finance - Keeli Michna

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: Every two years, the City of Lockhart partners with Community Action, Inc. to help the residents of Lockhart with the electric portion of their utility bills through a program known as the Comprehensive Energy Assistance Program (CEAP). Community Action is funded by the Texas Department of Housing and Community Affairs to assist eligible individuals in Hays, Caldwell, and Blanco counties. Priority is given to low-income households with high energy use, a high energy burden, or the presence of a child (age 5 or under), disabled, elderly individuals, or veterans. Other services that CEAP provides include energy education, needs assessment, budget counseling, and crisis-related purchase of portable heating and cooling units when available. CEAP does not help residents with water, wastewater, recycling, and solid waste fees, or deposits on new or existing accounts.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: Council approved the previous two-year agreement in June 2024.

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of Agreement and authorization for City Manager to execute Agreement on behalf of the City

LIST OF SUPPORTING DOCUMENTS: Community Action Program Agreement - 2026-2027



Community Action, Inc. of Central Texas

DEVELOPING OPPORTUNITIES

December 15, 2025

City of Lockhart
P.O Box 239
Lockhart, Texas 78644

**RE: Vendor Agreement
Comprehensive Energy Assistance Program (CEAP)**

Community Action Inc. of Central Texas (CAI) administers the Comprehensive Energy Assistance Program (CEAP) as funded by the Texas Department of Housing and Community Affairs to assist eligible individuals in Hays, Caldwell, and Blanco counties with their electric, butane, propane, and natural gas bills.

The CEAP program will be administered in 2026-2028 with very few changes from previous years. Individuals will apply for assistance through our offices and will be screened for eligibility. After eligibility has been determined, CAI will notify your company in writing with the allotted amount of assistance to be provided. A payment will then be sent by CAI to your company as determined with the client.

In order for CAI to process payments for your company, we'll need a **signed Vendor Agreement** on file. Enclosed is a copy of the vendor agreement with two signature pages. **Please respond before January 05, 2026 by signing one page and returning to our office via your preferred method: email to amartinez@communityaction.com, mail to 415 E. Davis, Luling, TX 78648 or fax to 830-875-3706.**

We appreciate your cooperation and look forward to working with you to assist families in our communities. Please call me at (512)392-1161 ext. 309 if you have any questions or need additional information.

Sincerely,

M. Francesca Ramirez, MSW
Community Services Director

215 S. Reimer Avenue, Suite 130 – P.O. Box 748 San Marcos, TX 78667-0748
(512) 392-1161 – FAX (512) 396-4255
www.communityaction.com

COMPREHENSIVE ENERGY ASSISTANCE PROGRAM MUNICIPAL UTILITY VENDOR AGREEMENT

PURPOSE. The purpose of the Comprehensive Energy Assistance Program ("CEAP") Municipal Utility Vendor Agreement ("Vendor Agreement") funded from the Low-Income Home Energy Assistance Program ("LIHEAP") is to provide a grant is to maintain an energy supply to heat and cool the residences of eligible low-income clients.

The Energy Services Provider identified below ("Vendor") agrees to honor the purpose of the CEAP grant and to accept pledges of payment from CEAP agencies only for certified customers to whom Vendor continues to provide energy services. The Energy Assistance Provider identified below ("Agency") agrees to make payments only for eligible low-income clients.

PARTIES. This Vendor Agreement is by and between: **Community Action, Inc. of Central Texas**

Energy Assistance Provider ("Agency")

And

City of Lockhart

Energy Services Provider ("Vendor")

The Agency and Vendor are each a party to the Vendor Agreement and herein each referred to as "Party" or collectively referred to as "Parties".

SERVICE AREA. Vendor and Agency agree to assist customers in the following counties: _____
Hays, Caldwell and Blanco

TERM. This Vendor Agreement shall be effective from the 1st day of January, 2026 for a period not to exceed two years from the effective date. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor: **City of Lockhart**

(Vendor Name)

P.O Box 239 Lockhart, Texas 78644

(Vendor Mailing Address)

Agency: **Community Action, Inc. of Central Texas**

(Agency Name)

PO Box 748, San Marcos, TX 78667 - 0748

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is a sub recipient of the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible low-income households.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the account of the customer that the Agency has determined to be eligible under the CEAP guidelines and such is a "Certified Customer".

VENDOR'S PERFORMANCE. Vendor will, with reference to a Certified Customer:

- Extend the CEAP applicant's energy service for up to five business days while the Agency determines whether the CEAP applicant is eligible pursuant to the CEAP guidelines.
- Upon accepting pledge from Agency for Certified Customer, continue or restore energy service to Certified Customer with no increases in charges, service charges or other charges affecting the total cost of the bill.
- In the event the full past due balance is not paid by the Agency, the Certified Customer must pay the remaining balance on or before the disconnect date stated in the customer's Disconnect Notice in order to avoid disconnection or be eligible for reconnection. Nothing in this Vendor Agreement requires the Vendor to reconnect the customer upon receipt of a pledge that does not cover the full past due balance or if the customer has already been disconnected by the time the pledge is received by the Vendor.
- Invoice the Certified Customer in accordance with Vendor's normal billing practices.
- Upon verbal or written request from Agency, provide at no cost to the Agency the Certified Customer's billing and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and Certified Customer to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against Certified Customer in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide energy service or otherwise discriminate in the marketing and provision of energy service to any Certified Customer because of race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, financial status, location of customer in an economically distressed geographic area, or qualification for low-income or energy-efficiency services.

- Allow Agency forty-five (45) days from the date of the pledge to forward payment to the Vendor. Vendor agrees not to consider the portion of the Certified Customer's account to be paid by the Agency delinquent if said payment is received within the above mentioned forty-five (45) day period and Vendor is provided with a verbal or signed pledge from the Agency within forty-five (45) days of identifying a Certified Customer.
- Not interrupt service if Certified Customer enters into an agreement with the Vendor concerning how the Certified Customer will pay the balance owed Vendor and the Certified Customer is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the Certified Customer, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 TAC §6.312(f).

AGENCY'S PERFORMANCE. The Agency will:

- Obtain written permission for Agency to request and have access to customer information, including confidential or personal account information, credit and payment history, from customers seeking Agency's assistance. Social Security numbers are not required for the CEAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, customer's written permission for Agency's access to customer information as stated above.
- Not provide pledges on behalf of a Certified Customer to Vendor without having adequate funds to pay such pledge.
- Pay pledges within forty-five (45) days of making pledge to Vendor.
- Determine if a customer is a Certified Customer within five days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make pledges on behalf of the Agency and Certified Clients, if requested from Vendor.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for energy services by and between Agency and TDHCA. If funding for energy services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Apt to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit energy; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on 1/1/2026

VENDOR:

Authorized Vendor Signature	Date
<u>Joseph Resendez</u>	<u>City Manager</u>
Typed Name of Authorized Signature	Title
<u>512-398-3461</u>	
Vendor (Area Code) Telephone Number	
Vendor Email Address	

AGENCY:

<u>M. Francesca Ramirez, MSW</u>	<u>12/15/25</u>
Authorized Agency Signature	Date
<u>M. Francesca Ramirez, MSW</u>	<u>Community Services Director</u>
Typed Name of Authorized Signature	Title
<u>512-392-1161 ext. 309</u>	
Agency (Area Code) Telephone Number	

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion and/or action to consider authorizing the approval of a Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program cost-share reimbursement grant for fire and rescue equipment.

ORIGINATING DEPARTMENT AND CONTACT: Fire - Randy Jenkins

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: The Rural Volunteer Fire Department Assistance Program was established in 2001 (HB 2604) to assist small volunteer/combination fire departments with the purchase of equipment and/or training. During the 89th Texas Legislative session, lawmakers approved an appropriation of \$192 million to address outstanding requests submitted to the program before November 7, 2024.

The cost-share reimbursement grant is for 95% of the actual cost of grant eligible fire and rescue equipment not to exceed \$25,000. Once the fire and rescue equipment is delivered to Lockhart, proof of purchase is provided, and any fire and rescue equipment over \$5,000 is inspected by the Texas A&M Forest Service, the reimbursement will occur. The grant expires on June 5, 2026.

Funds in the current FY 25/26 budget in line items 100-5318-312 (Machinery & Equipment) & 100-5318-332 (Minor Tools & Equipment) will be used for the city's cost-share portion of the grant.

Texas A&M Forest Service grants for personal protection equipment (PPE), and training aids which Lockhart has applied for will be awarded across the next several months. A \$165,000 grant for a small brush truck was previously accepted by City Council on November 6, 2025.

PROJECT SCHEDULE (if applicable): The fire and rescue equipment grant expires on October 14, 2026.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

Funds in current FY 25/26 budget in line items 100-5318-312 (Machinery & Equipment) & 100-5318-332 (Minor Tools & Equipment) will be used for the city's cost-share portion of the grant.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

PREVIOUS COUNCIL ACTION: A \$165,000 Texas A&M Forest Service grant for a small brush truck was previously accepted by City Council on November 6, 2025.

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approving the Texas A&M Forest Service Rural Volunteer Fire Department Assistance Program cost-share reimbursement grant for fire and rescue equipment.

LIST OF SUPPORTING DOCUMENTS: Fire & Rescue Equipment Grant Guidelines

Fire/Rescue Equipment Guidelines

Rural Volunteer Fire Department Assistance Program

Responsibilities of the Fire Department Following Notice of Grant Approval:

1. Purchase the approved item or items.
2. Submit for Reimbursement via [FireConnect](#), and upload the following supporting documents:
 - Proof of Payment
 - Copies of Signed Check(s)
 - Credit Card Receipt(s)
 - Paid Vendor Invoice(s) showing the last 4 digits of credit card used
 - Bank/Credit Card Statement(s) Showing the Purchase
3. Grants for fire/rescue equipment will expire **6 months** from the approval date. Extensions may be available upon request via [FireConnect](#).

List of Pre-Approved Items:

- | | |
|---|---|
| • Self Contained Breathing Apparatus | • Portable Tank |
| • Thermal Camera | • Generator |
| • Cascade System | • Ventilation Fans and Saws |
| • Extrication Equipment | • Flashlights |
| • Gear Bags | • Small Engine (Pump) |
| • Computers (limit of 2 per department) | • Fire Pump |
| • Hose, Nozzles, and Ladders | • Communications Equipment |
| • Emergency Lighting | • Automated External Defibrillators (AEDs) |
| | • UTVs (see minimum required specs) |

Note:

- Items listed above are examples of items approved for cost-share reimbursement.
- Please contact us with specific questions regarding eligible items.
- Equipment or services purchased prior to the award date are ineligible for grant assistance under this program.
- If an individual item is valued at \$5,000 or greater, it must be inspected by a member of our field staff before a grant reimbursement can be issued.
- The purchase of pre-owned vehicles and equipment requires advance evaluation and approval by the Texas A&M Forest Service. An applicant must contact the Capacity Building Department before purchasing a used vehicle or used equipment. Failure to receive this special advance clearance may void your grant approval.



Updated 10/2/2024

Minimum Standards and Specs for Utility Vehicles

All UTVs funded under this program must have the following characteristics specifically intended for utility use. Golf carts, ATVs and other vehicles designed for recreation are not eligible.

- Equipped with an occupant protective system which includes an occupant protective structure, occupant restraints, occupant side retention devices, and handholds.
- Equipped with a minimum of two seats
- Intended to transport personnel and cargo
- Designed to travel on four or more wheels, two or four tracks, or combinations of four or more tracks and wheels
- Engine shall be a 4-cycle, gasoline, or diesel engine
- Rear box area shall have a minimum load capacity of 600 pounds.



Updated 10/17/2023

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion and/or action to consider approval of a Master Services and Purchasing Agreement with Axon Enterprise, Inc. for a TASER 10 subscription program for the Police Department, and authorize the City Manager to execute the agreement.

ORIGINATING DEPARTMENT AND CONTACT: Police - Gary Williamson

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION:

In 2005, the Lockhart Police Department acquired Taser model X26 devices. Additional Taser X26P units were purchased in 2013. Both models have since been discontinued and are no longer supported by the manufacturer. Conducted Energy Devices (CEDs), commonly referred to as Tasers, have proven to be an effective tool for gaining control of uncooperative subjects while reducing the risk of injury to both officers and suspects.

The Police Department is requesting approval to replace the discontinued Tasers with 31 Taser 10 devices. The police department is seeing increased maintenance issues with the current Tasers. The Taser 10 offers a significantly increased deployment range of up to 45 feet, compared to the 21-foot range of the previous models, and features an enhanced sighting system for improved accuracy. Additionally, the Taser 10 includes an audible warning system that alerts the subject prior to deployment, providing an opportunity for compliance.

The proposed agreement with Axon Enterprise, Inc. is a five-year subscription with an annual cost of \$31,167.16, for a total contract amount of \$155,835.80. The subscription includes replacement or repair of damaged devices, replacement magazines, holsters, and batteries, as well as instructor certification, training materials, and ongoing support.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$ 31,167.16

Account Number: 100-5317-912-00

Funds Available: \$ 31,167

Account Name:

FISCAL NOTE (if applicable): The agreement with Axon would be a 5-year subscription with an annual payment of \$31,167.16 for a total of \$155,835.80. Funding for this agreement was included in the City's adopted FY 2025–2026 budget, and sufficient funds are available to cover the annual subscription cost.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

This product is exempt from competitive procurement as a sole source item in accordance with the City's adopted purchasing policy. Axon Enterprise, Inc. is the sole manufacturer and authorized distributor of TASER products and related support services, as documented in the attached sole source letter.

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends approval of the agreement with Axon Enterprise, Inc. for the TASER 10 subscription program.

LIST OF SUPPORTING DOCUMENTS: Taser 10 Quote, Axon Master Services and Purchasing Agreement, Sole Source Letter - Taser



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

Q-686602-45832RS

Issued: 06/24/2025

Quote Expiration: 07/31/2025

Estimated Contract Start Date: 11/01/2025

Account Number: 117129

Payment Terms:

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Lockhart Police Dept. - TX 214 Bufkin Ln Lockhart, TX 78644-4006 USA	Lockhart Police Dept. - TX 214 Bufkin Ln Lockhart TX 78644-4006 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Ryan Sabo Phone: (480) 716-3516 Email: rsabo@axon.com Fax:	Daniel Williams Phone: 5122274553 Email: dwilliams@ps.lockhart-tx.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$155,835.80
ESTIMATED TOTAL W/ TAX	\$155,835.80

Discount Summary

Average Savings Per Year	\$9,490.80
TOTAL SAVINGS	\$47,454.02

Payment Summary

Date	Subtotal	Tax	Total
Oct 2025	\$31,167.16	\$0.00	\$31,167.16
Oct 2026	\$31,167.16	\$0.00	\$31,167.16
Oct 2027	\$31,167.16	\$0.00	\$31,167.16
Oct 2028	\$31,167.16	\$0.00	\$31,167.16
Oct 2029	\$31,167.16	\$0.00	\$31,167.16
Total	\$155,835.80	\$0.00	\$155,835.80

Quote Unbundled Price:	\$203,273.60
Quote List Price:	\$165,887.60
Quote Subtotal:	\$155,835.80

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	60	\$106.76	\$86.66	\$82.33	\$153,133.80	\$0.00	\$153,133.80
A la Carte Services									
101186	AXON VR - PSO - VIRTUAL	1			\$2,000.00	\$2.00	\$2.00	\$0.00	\$2.00
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,700.00	\$2,700.00	\$2,700.00	\$0.00	\$2,700.00
Total							\$155,835.80	\$0.00	\$155,835.80

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100126	AXON VR - TACTICAL BAG	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	31	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100399	AXON TASER 10 - CARTRIDGE - LIVE	470	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	220	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100591	AXON TASER - CLEANING KIT	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	31	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100748	AXON VR - CONTROLLER - TASER 10	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	31	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	7	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20018	AXON TASER - BATTERY PACK - TACTICAL	31	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL	1	1	10/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RUGGEDIZED			
BUNDLE - TASER 10 CERTIFICATION STANDARD	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/01/2025
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	10/01/2026
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	10/01/2027
BUNDLE - TASER 10 CERTIFICATION STANDARD	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	04/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	160	1	10/01/2028
BUNDLE - TASER 10 CERTIFICATION STANDARD	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	10/01/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	101180	AXON TASER - DATA SCIENCE PROGRAM	31	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101703	AXON VR - USER ACCESS - TASER SKILLS	31	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/01/2025	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	20248	AXON TASER - EVIDENCE.COM LICENSE	31	11/01/2025	10/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION STANDARD	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	31
BUNDLE - TASER 10 CERTIFICATION STANDARD	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101186	AXON VR - PSO - VIRTUAL	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION STANDARD	100197	AXON VR - EXT WARRANTY - HEADSET	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	31	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	31	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	10/01/2026	10/31/2030
BUNDLE - TASER 10 CERTIFICATION STANDARD	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	10/01/2026	10/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	214 Bufkin Ln	Lockhart	TX	78644-4006	USA
2	214 Bufkin Ln	Lockhart	TX	78644-4006	USA

Payment Details

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 1	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 2	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 3	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 4	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Oct 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101186	AXON VR - PSO - VIRTUAL	1	\$0.40	\$0.00	\$0.40
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$540.00	\$0.00	\$540.00
Year 5	C00024	BUNDLE - TASER 10 CERTIFICATION STANDARD	31	\$30,626.76	\$0.00	\$30,626.76
Total				\$31,167.16	\$0.00	\$31,167.16

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

6/24/2025



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b)

use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.
- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. 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.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer'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 Customer Content.
- 1.7. **"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.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer 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 for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
- 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
- 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use 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. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. 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. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

- 14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.
15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, 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.
16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.
17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 17.2. 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;
 - 17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 17.6. 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
 - 17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
19. **Post-Termination Assistance.** Axon will provide Customer 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 Customer 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.
20. **U.S. Government Rights.** If Customer 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 Customer 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, Customer will immediately discontinue use of Axon Cloud Services.
21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions.

- 1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage.

- 2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities.

- 3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.
- 3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. Customer Responsibilities.

- 4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
- 4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
- 4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. Policy Chat. This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

- 5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
- 5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
- 5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information.** Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. Draft One. Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.**7. Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.**8. Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

- 8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
- 8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. Amendments. Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to aceip@axon.com.

Axon Obligations

ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

Opt Out

Customer may opt out of ACEIP Basic at any time via aceip@axon.com. Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to aceip@axon.com.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

- Troubleshoot IT issues with Axon Evidence and Dock access

Dock configuration

- Work with Customer to decide the ideal location of Dock setup and set configurations on Dock
- Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer
- Does not include physical mounting of docks

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

User go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration

- Configure Axon Evidence categories & custom roles based on Customer need.
- Troubleshoot IT issues with Axon Evidence.
- Register users and assign roles in Axon Evidence.
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

Dedicated Project Manager

Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout

Best practice implementation planning session to include:

- Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata and best practices for digital data management
- Provide referrals to other customers using TASER CEWs and Axon Evidence
- **For the CEW Full-Service Package:** On-site assistance included
- **For the CEW Starter Package:** Virtual assistance included

System Admin and troubleshooting training sessions

On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon Evidence Instructor training

- Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.
- **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer
- **For the CEW Starter Package:** Training for up to 1 individual at Customer

TASER CEW inspection and device assignment

Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.

Post go-live review

For the CEW Full-Service Package: On-site assistance included.
For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs

Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures

- Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:
 1. Public Defender Case Sharing
 2. Disclosure Portal
 3. Download Links

Training

- Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.
- Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.

Go-Live Plan

- Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.

Implementation document packet

- Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
 2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
 3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
 4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
 5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
 6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.
-

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
- 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
- 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
- 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

- 3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
- 3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

- 4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or

service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

- 5.1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
- 5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

- 6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are 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 shall 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 virus, worm, defect, Trojan horse, malware, or any item 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 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.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).
-

Axon Technical Account Manager Appendix

1. The Parties agree that Axon will provide a Axon Records Regional Technical Account Manager (TAM) for the first (2) years of this agreement. The assigned Axon Records Regional Technical Account Manager (TAM) will be limited to supporting Boulder PD and (1) other agency for the first 12 months of the agreement.
2. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
3. **Full-Time TAM Scope of Services.**
 - 3.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
 - 3.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
 - 3.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
 - 3.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining **Customer's Axon Evidence account**

Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**

Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**

Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices

Proactively monitoring the health of **Axon equipment**

Creating and monitoring RMAs **on-site**

Providing Axon app support

Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating **bi-annual voice of customer meetings with Axon's Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Regional TAM Scope of Services.**
 - 4.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
 - 4.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
 - 4.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
 - 4.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

5. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
6. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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 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. **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.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"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.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
-

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. 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 My90; or
 - 22.7. use My90 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.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
- 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3. Distribution of survey via multiple distribution channels such as text message;
 - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. Definitions.

- 1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **"Dedrone Hardware"** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **"Dedrone Software"** means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.
- 1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a "Prohibited Use").

3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the

Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

- 3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. Data Protection.

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. Ownership.

- 5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User

Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.
7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

12/18/2025

To: *Lockhart Police Department Texas*

Re: **Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER Energy Weapon Descriptions



TASER 10 Energy Weapon

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- function in the probe deployment mode)
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
- 4. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
- 5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
- 8. Battery Packs for TASER 7 and TASER 10 energy weapons:
 - Tactical battery pack Model 22018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Battery Packs for X26P and X2 Energy Weapons:
 - Performance Power Magazine (PPM) Model: 22010



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116
11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
- TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
- Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model 44550
17. TASER 7 conductive target Model: 80087
18. Blue X26P Demonstrator/LASER Pointer Model: 11023



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
 - 4x4 prediction removed
 - 8x8 prediction removed
 - Color coded block types
 - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Body 4 Cameras:
 - Axon Body 4 Camera Model: 100147
 - Axon Body 4 Flex POV Module Model: 100200



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024
 - Axon Fleet Bluetooth Dongle: 74027
 - Axon Fleet 3 Dual View Camera: 72000
 - Axon Fleet 3 Interior Camera: 72037
 - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

14. Axon Dock Models:

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
 - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
 - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Z-Bracket, Women's Axon RapidLock Model: 74019
- Magnet, Flexible, Axon RapidLock Model: 74020
- Magnet, Outerwear, Axon RapidLock Model: 74021
- Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
- Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
- MOLLE Mount, Single, Axon RapidLock Model: 11507
- MOLLE Mount, Double, Axon RapidLock Model: 11508
- Belt Clip Mount, Axon RapidLock Model: 11509

10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

11. Axon Fleet 2 Camera

- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:

- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Dock – 1-Bay for Axon Body 3 Model: 71104
- Axon Dock – 8-Bay for Axon Body 3 Model: 74210
- Axon Dock – Individual Bay for Axon Body 4 Model: 100201
- Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

TASER 7 Warranties

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10

¹ Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND ENERGY WEAPON PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 th Street, Scottsdale, AZ 85255 Phone: 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion and/or action to consider adopting Resolution No. 2026-01 authorizing the City Manager to execute a commercial lease agreement for the Lockhart Visitor Center.

ORIGINATING DEPARTMENT AND CONTACT: Economic Development - Holly Malish

ACTION REQUESTED: Resolution

BACKGROUND/SUMMARY/DISCUSSION: Pursuant to direction from the Lockhart City Council to acquire and expand a permanent Visitor Center, the City has secured a downtown location at 109 East San Antonio Street. A centrally located Visitor Center will serve as a front door to the community, support tourism and economic development efforts, and encourage longer visitor stays in Lockhart.

While design and layout plans for the permanent Visitor Center are being finalized, the interim Visitor Center has relocated from the Chamber of Commerce offices to the LEDC offices at 215 East Market Street. Approval of the proposed lease will allow the City to move forward with establishing the Visitor Center at 109 East San Antonio Street.

PROJECT SCHEDULE (if applicable): The interim Visitor Center has been established at the Lockhart EDC offices at 215 East Market Street. Once the lease is approved, plans to establish a Visitor Center at 109 W San Antonio Street will begin. The recruitment of the Downtown and Tourism Director position to oversee the Visitor Center, among other tourism-related programs and initiatives, is also underway.

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: City Council previously adopted Resolution No. 2025-31, approving the Letter of Intent and due diligence period for the Visitor Center lease.

COMMITTEE/BOARD/COMMISSION ACTION: The Lockhart Economic Development Corporation approved Resolution No. 2025-28 at its November 10, 2025 meeting, adopting the Letter of Intent, and Resolution No. 2025-32, recommending approval of the Visitor Center lease agreement.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

STAFF RECOMMENDATION/REQUESTED MOTION: Staff recommends adoption of Resolution No. 2026-01, authorizing the City Manager to execute a commercial lease agreement for the Lockhart Visitor Center.

LIST OF SUPPORTING DOCUMENTS: City Council Resolution 2026-01 - Visitor Center Lease, LEDC Resolution 2025-32 - Supporting Lease Agreement

RESOLUTION NO. 2026-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, AUTHORIZING A COMMERCIAL LEASE AGREEMENT BETWEEN THE CITY OF LOCKHART AND WILLIAM GENN AND DELL G. GENN FOR THE PREMISES LOCATED AT 109 EAST SAN ANTONIO STREET FOR USE AS THE LOCKHART VISITOR CENTER; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lockhart (“City”) seeks to continue operating a public Center to support of tourism, economic development, and community engagement; and

WHEREAS, the property located at 109 East San Antonio Street, Lockhart, Texas, is suitable and available for use as the City’s Visitor Center; and

WHEREAS, William Genn and Dell G. Genn (“Landlord”) own the property located 109 East San Antonio Street, Lockhart, Texas, and are willing to lease to the City an approximately a 3,500 square foot portion of a building, including two restrooms and rear hallway access; and

WHEREAS, the proposed Commercial Lease Agreement (“Lease”), attached hereto as *Exhibit A*, provides for a five-year lease term, with an option to renew for one additional five-year term; a monthly Base Rent of \$3,500; annual rent increases not to exceed five percent (5%); and other terms customary to commercial leasing; and

WHEREAS, the City Council of the City of Lockhart (the “City Council”) finds that operating the Visitor Center at this location serves a public purpose, including tourism promotion, economic development, and enhanced public services; and

WHEREAS, the City Council desires to authorize the City Manager to execute the Lease on behalf of the City of Lockhart.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, THAT:

Section 1. All of the above premises are hereby found to true and correct legislative findings of the City Council of the City of Lockhart and are hereby adopted and incorporated in the body of this Resolution for all purposes.

Section 2. The City Council hereby approves the Commercial Lease Agreement, by and between the City of Lockhart and William Genn and Dell G. Genn, for the premises located at 109 East San Antonio Street, Lockhart, Texas, and attached as *Exhibit A*.

Section 3. The City Council authorizes the City Manager and/or his designee to execute the Lease and any related documents on behalf of the City, with such non-substantive edits as may be required and approved by the City Attorney.

Section 4. The City Council authorizes the City Manager and staff to take all actions necessary to implement the Lease and ensure proper administration of its terms.

Section 5. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED by the City Council of the City of Lockhart, Texas the _____ day of _____, 2026.

CITY OF LOCKHART

Lew White
Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon
City Secretary

Brad Bullock
City Attorney

EXHIBIT A

Commercial Lease

Basic Information

Date: January 6, 2026

Landlord: William Genn and Dell G. Genn

Landlord's Address: 109a E. San Antonio Street, Lockhart TX 78644

Tenant: City of Lockhart, Texas, a home-rule municipality

Tenant's Address: PO Box 239, Lockhart, Texas 78644

Premises: Approximately 3,500 square feet, plus two (2) restrooms and the rear hallway located on the first floor of the building located at 109a East San Antonio Street, Lockhart, Texas 78644 as shown on Exhibit A, attached and incorporated herein.

Term: Five (5) Years with the option to renew for an additional five (5) years.

Commencement Date: January 1, 2026,

Termination Date: December 31, 2031

Base Rent (monthly): Three Thousand Five Hundred Dollars (\$3,500.00) payable on the first business day of each month.

Permitted Use: Tenant may use and occupy the Premises as a Visitor Center that is open to the public on days and times to be determined in the best interest of Tenant.

Tenant's Rebuilding Obligations: If the Premises are damaged by fire or other elements and such damage caused by Tenant's use of the Premises, Tenant will be responsible for repairing or rebuilding the following leasehold improvements: All partitions, walls, ceiling systems, wiring, light fixtures, floors, finishes, wall coverings, floor coverings, signs, doors, hardware, windows, window coverings, plumbing, heating, ventilating, and air-conditioning equipment, and other improvements originally installed in the Premises by Tenant.

A. Definitions

A.1. "Agent" means agents, employees, officers, directors, members and partners of the principal, and, to the extent under the control of the principal, invitees.

A.2. "Building Operating Hours" means in the best interest of the tenant and to be determine as needed.

A.3. "Common Areas" means all facilities and areas of the Building and the related land that are intended and designated by Landlord from time to time for the common, general, and

EXHIBIT A

nonexclusive use of all tenants of the Building. Landlord has the exclusive control over and right to manage the Common Areas.

A.4. “Essential Services” means the following services: (a) air-conditioning and heating to the Premises reasonable for the Permitted Use (exclusive of air-conditioning or heating for electronic data-processing or other specialized equipment) during Building Operating Hours and at such other times at such additional cost as Landlord and Tenant may agree on, (b) hot and cold water for lavatory and drinking purposes, (c) periodic exterior window washing, (d) elevator service, if necessary, to provide access to and from the Premises, (e) electric current for normal office machines and the Building’s standard lighting reasonable for the Permitted Use, and (f) lighting in Common Areas and fluorescent lights in the Building’s standard light fixtures on the Premises.

A.5. “Injury” means (a) harm to or impairment or loss of property or its use, (b) harm to or death of a person, or (c) “personal and advertising injury” as defined in the form of liability insurance Tenant is required to maintain.

A.6. “Lienholder” means the holder of a deed of trust encumbering the Premises.

A.7. “Operating Expenses” means all reasonable expenses, including real property taxes, that Landlord pays in connection with the ownership, operation, and maintenance of the Building, except principal and interest on any debt, expenditures classified as capital expenditures for federal income tax purposes, and expenses for which Tenant is required to reimburse Landlord.

A.8. “Rent” means Base Rent plus any other amounts of money payable by Tenant to Landlord. Any expenses included in the Rent will be audited and reviewed on an annual basis. Landlord will provide Tenant with said expenses at least sixty (60) days before the anniversary of the Commencement Date.

B. Tenant’s Obligations

***B.1.* Tenant agrees to—**

B.1.a. Lease the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

B.1.b. Accept the Premises in their present condition “AS IS,” the Premises being currently suitable for the Permitted Use.

B.1.c. Obey (i) all laws relating to Tenant’s use, maintenance of the condition, and occupancy of the Premises and Tenant’s use of any Common Areas in the Building; (ii) any requirements imposed by utility companies serving or insurance companies covering the Premises or Building; and (iii) any rules and regulations for the Building and Common Areas adopted by Landlord.

B.1.d. Pay monthly, in advance, without demand, on the first business day of the month, the Base Rent to Landlord at Landlord’s Address.

EXHIBIT A

B.1.e. Pay a late charge of \$100.00 per day until rent is received by Landlord if not paid on or before the 10th day of the month.

B.1.f. Obtain and pay for all utility services used by Tenant and not provided by Landlord.

B.1.g. Allow Landlord to enter the Premises to perform Landlord's obligations, inspect the Premises, and show the Premises to prospective purchasers or tenants.

B.1.h. Repair, replace, and maintain any part of the Premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

B.1.i. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.

B.1.j. Vacate the Premises and return all keys to the Premises on the last day of the Term.

B.1.k. On request, execute an estoppel certificate that states the Commencement Date and Termination Date of the lease, identifies any amendments to the lease, describes any rights to extend the Term or purchase rights, lists defaults by Landlord, and provides any other information reasonably requested.

B.1.l. Arrange with Landlord in advance for any heating, air-conditioning, or electrical needs in excess of the services provided by Landlord and pay for such additional services as billed by Landlord.

B.1.m. Provide to Landlord for approval drawings and renditions prior to making any structural or design improvements or alterations, including signage, at least 90 days prior to Tenant beginning construction, such approval to not be unreasonable withheld. Any improvements or alterations will be at Tenant's sole expense.

B.2. Tenant agrees not to—

B.2.a. Use the Premises for any purpose other than the Permitted Use.

B.2.b. Create a nuisance.

B.2.c. Interfere with any other tenant's normal business operations or Landlord's management of the Building.

B.2.d. Permit any waste.

B.2.e. Use the Premises in any way that would increase insurance premiums or void insurance on the Building.

B.2.f. Change Landlord's lock system.

B.2.g. Alter the Premises without Landlord approval, accept as set forth in *B.1.m.*

EXHIBIT A

B.2.h. Allow a lien to be placed on the Premises.

B.2.i. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord's Obligations

C.1. Landlord agrees to—

C.1.a. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

C.1.b. Obey all laws relating to Landlord's operation of the Building and Common Areas.

C.1.c. Provide the Essential Services.

C.1.d. Repair, replace, and maintain the (i) roof, (ii) foundation, (iii) Common Areas, (iv) structural soundness of the exterior walls, doors, corridors, and windows, and (v) other structures or equipment serving the Premises.

C.1.e. Provide Tenant with detailed invoices for all heating, air-conditioning, and electrical charges in excess of the Essential Services for which Landlord requests reimbursement.

C.1.f. INDEMNIFY, DEFEND, AND HOLD TENANT AND ITS AGENTS, SUCCESSORS, AND ASSIGNS HARMLESS FROM ANY INJURY AND ANY RESULTING OR RELATED CLAIM, ACTION, LOSS, LIABILITY, OR REASONABLE EXPENSE, INCLUDING ATTORNEY'S FEES AND OTHER FEES AND COURT AND OTHER COSTS, OCCURRING, EITHER BEFORE OR AFTER THE END OF THE TERM, IN THE COMMON AREAS IF CAUSED, IN WHOLE OR IN PART, BY THE ACTS OR OMISSIONS OF LANDLORD, ITS AGENTS, SUCCESSORS, AND ASSIGNS, OR THOSE ACTING ON LANDLORD'S BEHALF, INCLUDING IN WHOLE OR IN PART BY THEIR NEGLIGENT ACTS OR OMISSIONS. **THE INDEMNITY CONTAINED IN THIS PARAGRAPH (i) IS INDEPENDENT OF LANDLORD'S INSURANCE, (ii) WILL NOT BE LIMITED BY COMPARATIVE NEGLIGENCE STATUTES OR DAMAGES PAID UNDER THE WORKERS' COMPENSATION ACT OR SIMILAR EMPLOYEE BENEFIT ACTS, (iii) WILL SURVIVE THE END OF THE TERM, AND (iv) WILL APPLY EVEN IF AN INJURY IS CAUSED IN PART BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF TENANT OR ITS AGENTS, SUCCESSORS, AND ASSIGNS BUT WILL NOT APPLY TO THE EXTENT AN INJURY IS CAUSED, IN WHOLE OR IN PART, BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TENANT OR ITS AGENTS, SUCCESSORS, AND ASSIGNS.**

C.2. Landlord agrees not to—

C.2.a. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

C.2.b. Unreasonably withhold consent to a proposed assignment or sublease.

EXHIBIT A

D. General Provisions

Landlord and Tenant agree to the following:

D.1. Alterations. Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

D.2. Abatement. Tenant's covenant to pay Rent and Landlord's covenants are independent. Except as otherwise provided, Tenant may not abate Rent for any reason.

D.3. Insurance. Tenant will send copy of signed lease to City of Lockhart Finance Department

D.3.a. Tenant is insured by the Texas Municipal League Intergovernmental Risk Pool (Risk Pool). Tenant will provide documentation it is covered by the Risk Pool in amounts equivalent to: 1. commercial property insurance written on a causes of loss—special form (formerly known as “all risks” form) covering Tenant's personal property, fixtures, and leasehold improvements in the Premises, and naming Landlord as “Building Owner Loss Payable;” and 2. commercial general liability insurance written on an occurrence basis, including contractual liability, covering Tenant's operations within the Premises, naming Landlord, Landlord's property manager, if any, and Landlord's Lienholder, if any, as “additional insured,” and having limits of not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate.

D.3.b. Landlord agrees to maintain 1. commercial property insurance written on a causes of loss—special form covering the building in which the Premises is located; and 2. commercial general liability insurance written on an occurrence basis, including contractual liability, covering Landlord's operations within the building in which the Premises is located and having limits not less than \$1,000,000 each occurrence and \$1,000,000 general aggregate.

D.4. Release of Claims/Subrogation. TO THE EXTENT ALLOWED BY LAW, LANDLORD AND TENANT RELEASE EACH OTHER, LIENHOLDER, AND THEIR RESPECTIVE AGENTS, SUCCESSORS, AND ASSIGNS FROM ALL CLAIMS OR LIABILITIES FOR DAMAGE TO THE PREMISES OR BUILDING, DAMAGE TO OR LOSS OF PERSONAL PROPERTY WITHIN THE BUILDING, AND LOSS OF BUSINESS OR REVENUES THAT ARE INSURED BY THE RELEASING PARTY'S PROPERTY INSURANCE OR THAT WOULD HAVE BEEN INSURED BY THE REQUIRED INSURANCE IF THE PARTY FAILS TO MAINTAIN THE PROPERTY COVERAGES REQUIRED BY THIS LEASE. THE PARTY INCURRING THE DAMAGE OR LOSS WILL BE RESPONSIBLE FOR ANY DEDUCTIBLE OR SELF-INSURED RETENTION UNDER ITS PROPERTY INSURANCE. LANDLORD AND TENANT WILL NOTIFY THE ISSUING PROPERTY INSURANCE COMPANIES OF THE RELEASE SET FORTH IN THIS PARAGRAPH AND WILL HAVE THE PROPERTY INSURANCE POLICIES ENDORSED, IF NECESSARY, TO PREVENT INVALIDATION OF COVERAGE. THIS RELEASE WILL NOT APPLY IF IT INVALIDATES THE PROPERTY INSURANCE COVERAGE OF THE RELEASING PARTY. **THE RELEASE IN THIS PARAGRAPH WILL APPLY EVEN IF THE**

EXHIBIT A

DAMAGE OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE ORDINARY NEGLIGENCE OR STRICT LIABILITY OF THE RELEASED PARTY OR ITS AGENTS, SUCCESSORS, AND ASSIGNS BUT WILL NOT APPLY TO THE EXTENT THE DAMAGE OR LOSS IS CAUSED IN WHOLE OR IN PART BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASED PARTY OR ITS AGENTS, SUCCESSORS, AND ASSIGNS.

D.5. Casualty/Total or Partial Destruction

D.5.a. If the Premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the roof, foundation, Common Areas, and structural soundness of the exterior walls of the Premises and any leasehold improvements within the Premises that are not within Tenant's Rebuilding Obligations to substantially the same condition that existed before the casualty and Tenant will, at its expense, be responsible for replacing any of its damaged furniture, fixtures, and personal property and performing Tenant's Rebuilding Obligations. If Landlord fails to complete the portion of the restoration for which Landlord is responsible within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate this lease by written notice delivered to Landlord before Landlord completes Landlord's restoration obligations.

D.5.b. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, Landlord will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, the lease will continue and Landlord will restore the Premises as provided in D.5.a. above.

D.5.c. To the extent the Premises are untenantable after the casualty, the Rent will be adjusted as may be fair and reasonable.

D.6. Condemnation/Substantial or Partial Taking

D.6.a. If the Premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate.

D.6.b. If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the Premises, and the Rent payable during the unexpired portion of the Term will be adjusted as may be fair and reasonable.

D.6.c. Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

D.7. Default by Landlord/Events. Defaults by Landlord are failing to comply with any provision of this lease within thirty days after written notice and failing to provide Essential Services to Tenant within ten days after written notice.

D.8. Default by Landlord/Tenant's Remedies. Tenant's remedies for Landlord's default are to sue for damages and, if Landlord does not provide an Essential Service within thirty days after default, terminate this lease. Tenant may not terminate under this paragraph while in arrears for Rent.

EXHIBIT A

D.9. Default by Tenant/Events. Defaults by Tenant are (a) failing to pay Rent timely, (b) abandoning the Premises or vacating a substantial portion of the Premises, and (c) failing to comply within ten days after written notice with any provision of this lease other than the defaults set forth in (a) and (b).

D.10. Default by Tenant/Landlord's Remedies. Landlord's remedies for Tenant's default are to (a) enter and take possession of the Premises and sue for Rent as it accrues; (b) enter and take possession of the Premises, after which Landlord may relet the Premises on behalf of Tenant and receive the Rent directly by reason of the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order to relet; (c) enter the Premises and perform Tenant's obligations; and (d) terminate this lease by written notice and sue for damages. Landlord may enter and take possession of the Premises by self-help, by picking or changing locks if necessary, and may lock out Tenant or any other person who may be occupying the Premises, until the default is cured, without being liable for damages.

D.11. Default/Waiver. All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provisions of this lease or its acceptance of late installments of Rent will not be a waiver and will not estop Landlord from enforcing that provision or any other provision of this lease in the future.

D.12. Landlord's Recovery of Rent and/or Damages for Tenant's Default

D.12.a. If Tenant is in arrears on the payment of Rent and Landlord has terminated Tenant's possession, Landlord may sue Tenant for Rent as it accrues and periodically take judgments without prejudice to sue for Rent that may accrue in the future. Landlord has a duty to mitigate Rent as follows: within thirty days of Landlord taking possession, (i) place a "For Lease" sign at the Premises, (ii) place the leased Premises on Landlord's inventory of available space, (iii) make Landlord's inventory available to area brokers on a monthly basis, (iv) advertise the Premises for lease in a suitable trade journal or newspaper in the county where the Premises are located at least once per month, and (v) show the Premises to prospective tenants who request to see it. Landlord is only under a duty to show the Premises as built and for the remainder of the Term of the lease. If Landlord has made these mitigation efforts, Landlord and Tenant agree that Landlord has made objectively reasonable efforts to mitigate the loss of Rent as a result of the default of Tenant.

D.12.b. If Tenant has anticipatorily breached the lease and Landlord has terminated the lease, Landlord may sue Tenant for damages for Rent that may accrue for the remainder of the Term of the lease. The measure of damages is the difference between the Rent for the remainder of the Term and the fair market value of the Premises discounted to its present value. Nothing in this section shall prevent Landlord from suing for Rent as it accrues under D.13.a. above and suing for damages for Rent that will accrue through the end of the lease Term under this section.

D.13. Holdover. If Tenant does not vacate the Premises following termination of this lease, Tenant will become a tenant at will and must vacate the Premises on receipt of notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the Term.

EXHIBIT A

D.14. Alternative Dispute Resolution. Landlord and Tenant agree to mediate in good faith before filing a suit for damages.

D.15. Attorney's Fees. If either party retains an attorney to enforce this lease, the party prevailing in litigation is entitled to recover reasonable attorney's fees and other fees and court and other costs.

D.16. Venue. Exclusive venue is in the county in which the Premises are located.

D.17. Entire Agreement. This lease and its exhibits, addenda, and riders are the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. **LANDLORD HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS ABOUT THE COMMERCIAL SUITABILITY, PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, OR OPERATION OF THE PREMISES OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PREMISES AND THIS AGREEMENT, EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE. AS AN INDUCEMENT TO LANDLORD TO ENTER INTO THIS LEASE, TENANT EXPRESSLY ACKNOWLEDGES AND WARRANTS THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE AND TENANT IS NOT RELYING ON ANY REPRESENTATIONS NOT CONTAINED IN THIS LEASE AND ANY EXHIBITS, ADDENDA, AND RIDERS.**

D.18. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

D.19. Limitation of Warranties. THERE ARE NO IMPLIED WARRANTIES OF SUITABILITY, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

D.20. Notices. Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be given (whether received or not) the earlier of receipt or three business days after being deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, or email and will be effective when received. Any address for notice may be changed by written notice given as provided herein.

D.20.a. The Point of Contact for the Tenant will be the City of Lockhart Downtown and Tourism Director.

D.21. Use of Common Areas. Tenant will have the nonexclusive right to use the Common Areas subject to any reasonable rules and regulations that Landlord may prescribe.

D.22. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.

D. 23. Base Rent Increases. Landlord may increase the Base Rent on a yearly basis of no more than five percent (5%) of the current Base Rent. If Landlord increases the Base Rent, Landlord will provide minimum 30 day written notice to Tenant prior to the yearly anniversary of

EXHIBIT A

the Commencement Date. If Landlord increases the Base Rent more than five percent (5%) of the current Base Rent, such an increase will require the approval of the City of Lockhart City Council (the "City Council"). If Landlord increases the Base Rent more than five percent (5%) of the current Base Rent, Landlord will provide minimum sixty (60) day written notice to Tenant prior to the yearly anniversary of the Commencement Date to allow adequate time to for Tenant to seek City Council approval.

D. 24. Termination. Tenant will provide Landlord a minimum sixty (60) day written notice prior to the Termination Date of Tenant's intent to terminate this Lease or renew the agreement for term of 1-10 years, subject to the terms in this Lease. If City Council does not approve an increase in the Base Rent of more than five percent (5%), Landlord or Tenant may terminate this Lease immediately with written notice to the other party.

D. 25. Landlord binds Landlord and Landlord's heirs, successors, and assigns to the terms of this Lease.

TENANT:

CITY OF LOCKHART, TEXAS

City Manager

ATTEST:

City Secretary

LANDLORD:

By: _____
William Genn, Owner

By: _____
Dell G. Genn, Owner

RESOLUTION NO. 2025-32

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION RECOMMENDING APPROVAL AND ENDORSING A LEASE AGREEMENT BETWEEN WILLIAM AND DELL GENN (“OWNERS”) AND THE CITY OF LOCKHART (“TENANT”) FOR THE PROPERTY LOCATED AT 109 EAST SAN ANTONIO STREET, LOCKHART, TEXAS; AUTHORIZING LEDC PARTICIPATION IN SUPPORT OF THE VISITOR CENTER PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lockhart Economic Development Corporation (“LEDC”), a Type B economic development corporation organized under Chapters 501–505 of the Texas Local Government Code, is authorized to undertake projects that promote and develop new and expanded business enterprises, including those that enhance the community’s tourism and visitor economy; and

WHEREAS, the City of Lockhart (“City”) seeks to establish a Visitor Center in downtown Lockhart to serve residents, tourists, and potential investors, strengthening local commerce and providing a central resource for tourism development; and

WHEREAS, the City has negotiated a Lease Agreement with William and Dell Genn (“Owners”) for approximately 3,500 square feet of commercial space on the first floor at 109 East San Antonio Street, Lockhart, Texas, for use as a Visitor Center open to the public subject to the terms in the proposed lease attached as Exhibit A; and

WHEREAS, the LEDC recognizes that the creation of a centrally located Visitor Center is a key component of Lockhart’s long-term tourism and downtown revitalization strategy, and that this facility will serve as a significant economic development asset; and

WHEREAS, the LEDC desires to formally recommend approval and support the City’s execution of this Lease Agreement and authorize participation in related activities or improvements that further the project’s goals;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOCKHART ECONOMIC DEVELOPMENT CORPORATION THAT:

1. Recommendation for Approval of Lease Agreement. The Board hereby acknowledges and supports the Lease Agreement between William and Dell Genn (“Owners”) and the City of Lockhart (“Tenant”) for the premises located at 109 East San Antonio Street, as presented in Exhibit A.
2. Authorization. The President of the LEDC, or designee, is authorized to take such actions as may be necessary or appropriate to assist in the implementation of the Visitor Center

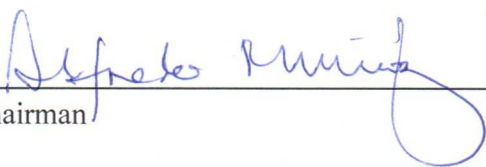
project in accordance with applicable law, including cost-sharing or improvements related to the leased premises, subject to available budget and Board approval.

3. Economic Development Purpose. The Board finds that support for this project promotes and develops new and expanded business enterprises by advancing tourism, increasing downtown traffic, and enhancing Lockhart's economic vitality consistent with Chapter 505.152 of the Texas Local Government Code.

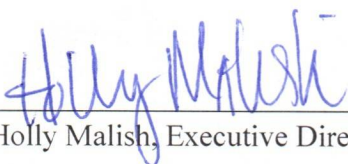
4. Effective Date. This Resolution shall take effect immediately upon passage and approval.

PASSED AND APPROVED this 8th day of December, 2025, by the Board of Directors of the Lockhart Economic Development Corporation.

**LOCKHART ECONOMIC DEVELOPMENT
CORPORATION**


Chairman

Attest:


Holly Malish, Executive Director

Approved as to form:

Board Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding an update on the Downtown Revitalization Project and considering approval of Change Order No. 14, and authorize the City Manager to execute the change order.

ORIGINATING DEPARTMENT AND CONTACT: Public Works - Sean Kelley

ACTION REQUESTED: Other

BACKGROUND/SUMMARY/DISCUSSION: The Lockhart Downtown Revitalization Project is nearing completion, with several milestones achieved, including the completion of the underground utility work, installation of 35 bulb-outs and substantial completion of the paving. Original estimates targeted late 2026 for project completion. However, the project is ahead of schedule, with an anticipated completion date of May 2026. Staff will be providing a comprehensive update of the status of the project and requesting approval of change order #14.

- Change Order #14 consists of the demolition of twelve existing tree planter boxes located in the medians around the courthouse. The trees will also require root ball anchors to secure the existing trees and twenty-four concrete "pony" walls located on either side of the trees. At the beginning of the project, it was recommended to leave the existing brick planters until the median landscaping work was near, so that the tree roots exposure to the elements was minimized. Upon excavating around the trees on Commerce Street, it was the recommendation of the landscape design engineer along with the arborist, to anchor the trees and install protective pony walls. The cost of Change Order #14 is \$66,717.61.

PROJECT SCHEDULE (if applicable):

AMOUNT & SOURCE OF FUNDING:

Funds Required: \$66,717.61

Account Number: 2015 CO (Street, Water, Wastewater) and General Fund

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Change Order #14.

LIST OF SUPPORTING DOCUMENTS: Change Order No. 14 - Lockhart Downtown Revitalization, Downtown Presentation January 6, 2026



505 East Huntland Drive
Suite 250
Austin, Texas 78752

T 512.454.8716
TRCcompanies.com
T.B.P.E. #F-8632

December 19, 2025

Mr. Sean Kelley, Public Works Director
City of Lockhart
308 W San Antonio St.
Lockhart, Texas 78644

**Re: Downtown Revitalization Project
Change Order No. 14**

Dear Mr. Kelley:

Attached please find Change Order No. 14 for the above-referenced project. This change order includes the demolition and haul off of the twelve (12) existing tree planter boxes located in the medians surrounding the downtown courthouse, the installation of twelve (12) new "Platipus" rootball anchoring systems to secure the existing trees, and the forming and pouring of twenty-four (24) pony walls located on either side of these trees.

This change order has been approved by this office and will increase the current contract amount by \$66,717.61 for a new current contract to \$10,598,880.85. Please execute and forward a digital copy to TRC at wwachel@trccompanies.com.

If you have any questions or need additional information, please feel free to contact this office.

Sincerely,

A handwritten signature in blue ink that reads "William Wachel".

William Wachel, P.E.
Regional Vice President
Central Region

Enclosures

**CONTRACT CHANGE ORDER NO. 14
DOWNTOWN REVITALIZATION PROJECT**

OWNER:

City of Lockhart, Texas

CONTRACTOR:

DeNucci Constructors, LLC.

ORIGINAL CONTRACT AMOUNT:

\$10,829,910.00

PREVIOUSLY APPROVED CHANGE ORDER AMOUNT:

(\$297,746.76)

CURRENT CONTRACT AMOUNT:

\$10,532,163.24

ORIGINAL CONTRACT TIME (DAYS):

730

PREVIOUSLY APPROVED ADJUSTMENT TO CONTRACT TIME (DAYS):

0

CURRENT CONTRACT TIME (DAYS):

730

CURRENT SUBSTANTIAL COMPLETION DATE:

CURRENT FINAL COMPLETION DATE:

Item No.	Item Description	Quantity	Units	Unit Price (+) Increase (-) Decrease	Amount (+) Increase (-) Decrease
CO. 14	For the demo/haul off of 12 tree wells, install of 12 Platipus anchoring systems, and form/pour of 24 proposed pony walls for the trees located around the downtown courthouse medians.	1	LS	\$66,717.61	\$66,717.61
TOTAL COST OF THIS CHANGE ORDER:					\$66,717.61

PROPOSED CHANGE ORDER AMOUNT (THIS CHANGE ORDER):

\$66,717.61

REVISED CONTRACT AMOUNT:

\$10,598,880.85

NET CHANGE IN CONTRACT TIME (DAYS):

0

REVISED CONTRACT TIME (DAYS):

0

REVISED SUBSTANTIAL COMPLETION DATE:

REVISED FINAL COMPLETION DATE:

THIS WILL BECOME A SUPPLEMENT TO THE CONTRACT AND ALL PROVISIONS WILL APPLY HERETO.

Joseph Resendez, City Manager
City of Lockhart

Date



12/19/2025

William Wachel, P.E., Vice President - DMS Central
TRC Engineers, Inc.

Date



12/19/2025

Paul T. DeNucci, President
DeNucci Constructors, LLC

Date

CHANGE ORDER PROPOSAL

Contractor: DeNucci Constructors, LLC.

Project Name: Downtown Lockhart Revitalization

Change Order Proposal Number: 23 REV 1 Date: 11/24/2025

Description:	COP for demo/haul off 12 tree wells, install 12 "Platipus" rootball anchor systems & form and pour 24 "Pony Walls". DC will have to demo each tree well, carefully excavate around each tree's rootball, install a 4 leg "Platipus" rootball anchor system, and then excavate, form and pour the "Pony Walls" on each side. One crew will be demoing the tree well, excavating around the tree and installing the "Platipus" rootball anchor system, while another crew will be coming behind them and excavating, forming and pouring the "Pony Walls". This operation will take six full 10 hour days for DeNucci's scope with both crews. We will begin each day by demoing and hauling off two of the existing brick/concrete tree planters. Two excavators running simultaneously to demo the tree wells. Two skid steers running to load the haul off trucks. Once the material is out, DC will immediately go in and begin installing the "Platipus" rootball anchor systems. The next day, the concrete crew will show up and start excavating and forming the pony walls for the two trees (four walls total).
--------------	--

Labor:

	Quantity	RT Hrs	OT Hrs	RT Rate	OT Rate	Total
Foreman (Concrete)	1	60		48.93		\$2,935.80
Operator (Concrete)	1	60		27.5		\$1,650.00
Concrete Finisher	1	60		23.5		\$1,410.00
Concrete Finisher	1	60		25		\$1,500.00
Concrete Finisher	1	60		24		\$1,440.00
Concrete Finisher	1	60		25		\$1,500.00
Foreman (Tree Anchors)	1	60		58.5		\$3,510.00
Operator (Tree Anchors)	1	60		26		\$1,560.00
Operator (Tree Anchors)	1	60		26.5		\$1,590.00
Laborer (Tree Anchors)	1	60		22		\$1,320.00
Laborer (Tree Anchors)	1	60		23		\$1,380.00
Truck Driver	1	30		28.5		\$855.00
					Subtotal	\$20,650.80

Material

Description	Quantity	Unit	Rate	Total
Platipus Root Ball Anchor Systems	1	LS	\$6,796.00	\$6,796.00
Concrete Class C 4000PSI	45	CY	\$180.00	\$8,100.00
Short Yardage Fee Charge	6	EA	\$250.00	\$1,500.00
Rebar	1	LS	\$1,500.00	\$1,500.00
			Subtotal	\$11,100.00

Subcontractors

Description	Total
Subtotal	\$0.00

Unit Pricing

Description	Quantity		Unit		Price	Total
						\$0.00
						\$0.00
					Subtotal	\$0.00

Equipment:

Description	Quantity	Unit	Operating Cost/Day	FHWA Rate	Total
Kubota KX080 Excavator	40	HR		\$51.19	\$2,047.60
Kubota KX080 Excavator	40	HR		\$51.19	\$2,047.60
Kubota SVL75 Skid Steer	40	HR		\$81.68	\$3,267.20
Kubota SVL75 Skid Steer	40	HR		\$81.68	\$3,267.20
Air Compressor + Hammer (Tree Anchors)	1	WK		\$1,541.51	\$1,541.51
				Subtotal	\$12,171.11

			Subtotal
Labor			\$20,650.80
Labor Burden	55%		\$11,357.94
Labor P&O	25%		\$8,002.19
Material	25%		\$11,100.00
Material P&O			\$2,775.00
Subcontractor			\$0.00
Subcontractor P&O	20%		\$0.00
Unit Price Item			\$0.00
Equipment			\$12,171.11
Bond	1%		\$660.57
TOTAL			\$66,717.61

Additional days requested: 7

BRANCH M21
4542 S INTERSTATE HIGHWAY 35
SAN MARCOS TX 78666-9393
512-353-1111

255865681

Job Site

LOCKHART DOWNTOWN REHAB
105 S MAIN ST
LOCKHART TX 78644

Office: 512-335-0600

DENUCCI CONSTRUCTORS LLC
PO BOX 201268
AUSTIN TX 78720-1268

Customer # : 1140558
Quote Date : 11/20/25
Estimated Out : 11/21/25 09:00 AM
Estimated In : 12/19/25 09:00 AM
UR Job Loc : 105 S MAIN ST, LOCKH
UR Job # : 155
Customer Job ID :
P.O. # : TBD
Ordered By : RYAN DENUCCI
Written By : A J CORDOVA
Salesperson : MATTHEW FLORES

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	1101600	POST DRIVER AIR		97.00	200.00	400.00	400.00
1	1003186	COMPRESSOR 175-195 CFM		167.00	391.00	881.00	881.00
1	110/2400	AIR HOSE 3/4" X 50'					N/C

Rental Subtotal: 1,281.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX [DRSURT/MCI]	1.067	EACH	1.07
1	ENVIRONMENTAL SERVICE CHARGE [ENV/MCI]	17.620	EACH	17.62
1	DELIVERY CHARGE	200.000	EACH	200.00
1	PICKUP CHARGE	200.000	EACH	200.00

Sales/Misc Subtotal: 418.69

Agreement Subtotal: 1,699.69

Tax: 140.13

Estimated Total: 1,839.82

COMMENTS/NOTES:

ONSITE CONTACT: RYAN DENUCCI
CELL#: 512-971-2368

\$1,424.38 (One Week) + \$117.13 (Tax) = \$1,541.51

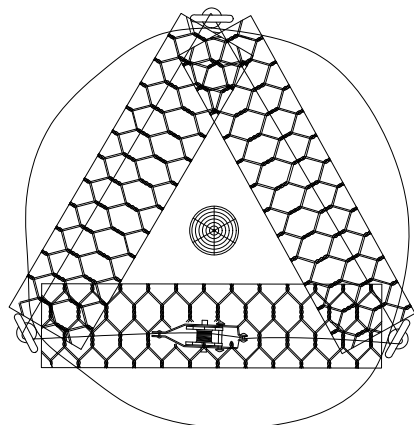
TO SCHEDULE EQUIPMENT FOR PICKUP, CALL 800-UR-RENTS (800-877-3687)
WE ARE AVAILABLE 24/7 TO SUPPLY YOU WITH A CONFIRMATION #
IN ORDER TO CLOSE THIS CONTRACT

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.

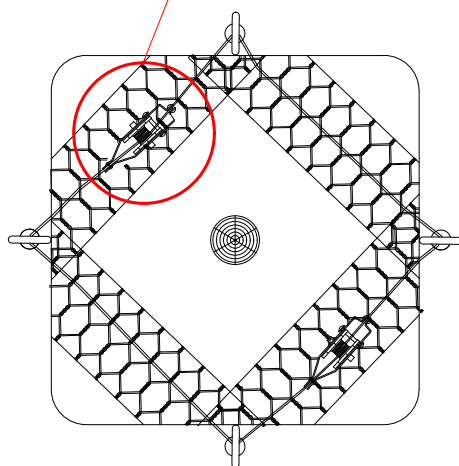
NOTES

1. DO NOT SCALE FROM THIS DRAWING
2. THIS DRAWING IS CONSTRUCTED USING LAYERS WHICH CAN BE TURNED ON OR OFF AS REQUIRED
3. DUE TO SETTLEMENT ALL TREES SHOULD BE RE-TENSIONED AFTER PLANTING

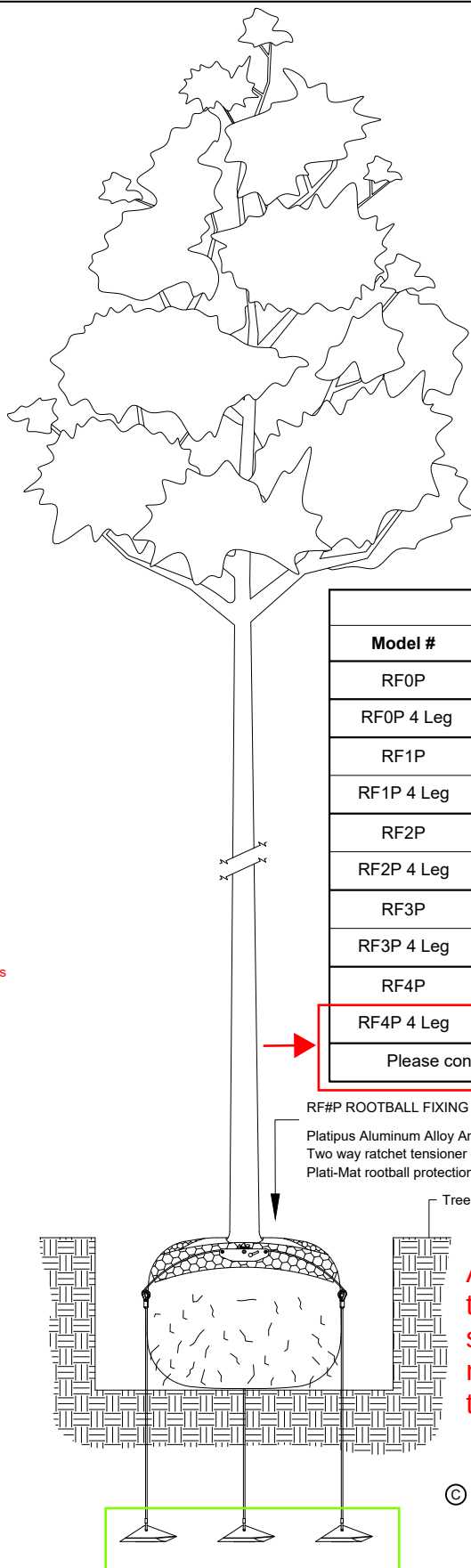


RF#P 3 Leg

2 x Bootstraps and Ratchet Tensioners on RF3/RF4 4 Leg Assemblies



RF#P 4 Leg



Model List		
Model #	Height - ft (m)	Caliper - in (mm)
RF0P	Up to 8'	Up to 1.5"
RF0P 4 Leg	Up to 12"	
RF1P	8'-15' (2.5m - 4.5m)	1.5" - 3" (40mm - 75mm)
RF1P 4 Leg	12" - 24" Box	
RF2P	15'-25' (4.5m - 7.5m)	3" - 5.75" (75mm - 150mm)
RF2P 4 Leg	24" - 48" Box	
RF3P	25'-40' (7.5m - 12m)	5.75" - 9.5" (150mm - 230mm)
RF3P 4 Leg	48" - 60" Box	
RF4P	40'+ (12m+)	9.5"+ (230mm+)
RF4P 4 Leg	60" - 120"	
Please contact Platipus representative for boxes over 120"		

RF#P ROOTBALL FIXING SYSTEM - PLATI-MAT

Platipus Aluminum Alloy Anchors
Two way ratchet tensioner galvanized wire
Plati-Mat rootball protection mesh

Tree planted at nursery line

Anchors shall be placed as far from the tree as possible to maximize structural performance and minimize potential impact to the tree roots.

© 2024, PLATIPUS ANCHORS

ROOTBALL FIXING SYSTEM W/ PLATI-MAT

DRAWN/DATE
RKNUTSEN 15OCT24

CHECKED/DATE
CCLAPP 15OCT24

APPROVED/DATE

This guidance is based on our understanding of your requirements and no reliance should be placed on any specifications, sketches, plans or drawings provided by us or our representatives. You should seek appropriate advice from your own professional advisers since we shall not be liable for any loss or damage, consequential or otherwise, for any claims made by any third party for design guidance given by us or our representatives



1325 Express Drive Raleigh, NC 27603, USA.
Phone: (919) 662-0991
Web: www.platipus.us
E-mail: trees@platipus.us

DRAWING NUMBER:

STD - 400 - 1

© COPYRIGHT PLATIPUS ANCHORS, INC.
This drawing has copyright and may not be copied in whole or part or used for any purpose other than that for which it is supplied without express written consent.

Kubota KX080-3
Crawler Mounted Hydraulic Excavators



Size Class:
6.5 - 8.4 mt
Weight:
18254 lbs

Configuration for KX080-3

Horsepower **66.5 hp** Operating Weight **8.3 mt**
Power Mode **Diesel**

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$5,490.00	USD \$1,540.00	USD \$385.00	USD \$58.00	USD \$15.94	USD \$47.13
Adjustments						
Region (Austin, Texas: 113%)	USD \$713.70	USD \$200.20	USD \$50.05	USD \$7.54		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$6,203.70	USD \$1,740.20	USD \$435.05	USD \$65.54	USD \$15.94	USD \$51.19

Non-Active Use Rates

	Hourly
Standby Rate	USD \$20.46
Idling Rate	USD \$40.01

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32.83%	USD \$1,802.09/mo
Overhaul (ownership)	41.95%	USD \$2,302.93/mo
CFC (ownership)	15.95%	USD \$875.61/mo
Indirect (ownership)	9.28%	USD \$509.36/mo
Fuel (operating) @ USD 3.77	29.86%	USD \$4.76/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (paul@denucciconstructors.com)

Rental Rate Blue Book®

October 27, 2025

Kubota SVL75-2
 Compact Track Loaders

 Size Class:
2201 - 2500 lbs
 Weight:
N/A
Configuration for SVL75-2

Horsepower	68.8 hp	Operator Protection	ROPS/FOPS
Power Mode	Diesel		

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	USD \$8,070.00	USD \$2,260.00	USD \$565.00	USD \$85.00	USD \$29.41	USD \$75.26
Adjustments						
Region (Austin, Texas: 114%)	USD \$1,129.80	USD \$316.40	USD \$79.10	USD \$11.90		
Model Year (2025: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	USD \$9,199.80	USD \$2,576.40	USD \$644.10	USD \$96.90	USD \$29.41	USD \$81.68

Non-Active Use Rates

	Hourly
Standby Rate	USD \$22.32
Idling Rate	USD \$61.86

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	20.52%	USD \$1,655.61/mo
Overhaul (ownership)	57.31%	USD \$4,624.52/mo
CFC (ownership)	9.85%	USD \$794.69/mo
Indirect (ownership)	12.33%	USD \$995.18/mo
Fuel (operating) @ USD 3.77	32.61%	USD \$9.59/hr

Revised Date: 4th quarter 2025

These are the most accurate rates for the selected Revision Date(s). However, due to more frequent online updates, these rates may not match Rental Rate Blue Book® Print. Visit the Cost Recovery Product Guide on our Help page for more information.

The equipment represented in this report has been exclusively prepared for (paul@denucciconstructors.com)



Downtown Revitalization Project

- Project Summary
- Parking Spots and Layout
- Utility Progress
- Street/Sidewalk Progress
- Landscaping
- Downtown Trees
- Budget Breakdown



Downtown Revitalization Project:

- Bid awarded on July 16, 2024
- Construction Began Sept 2024

Project Status

- The project is approximately 95% Complete
- Remaining items in 2026 include landscaping, SH142 final layer of pavement, and contract closeout



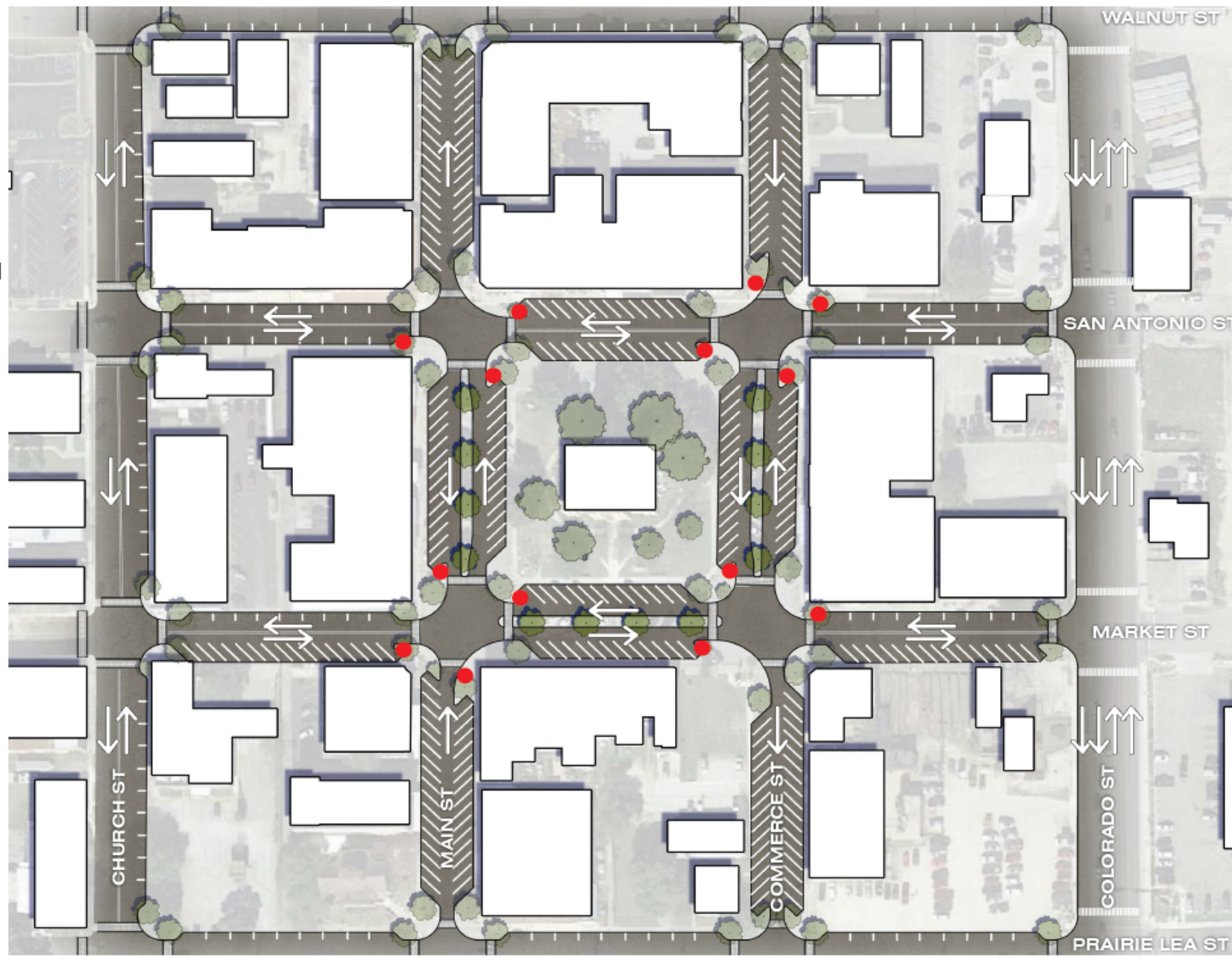
Parking Spots and Layout



OPTION 1B

MAIN POINTS

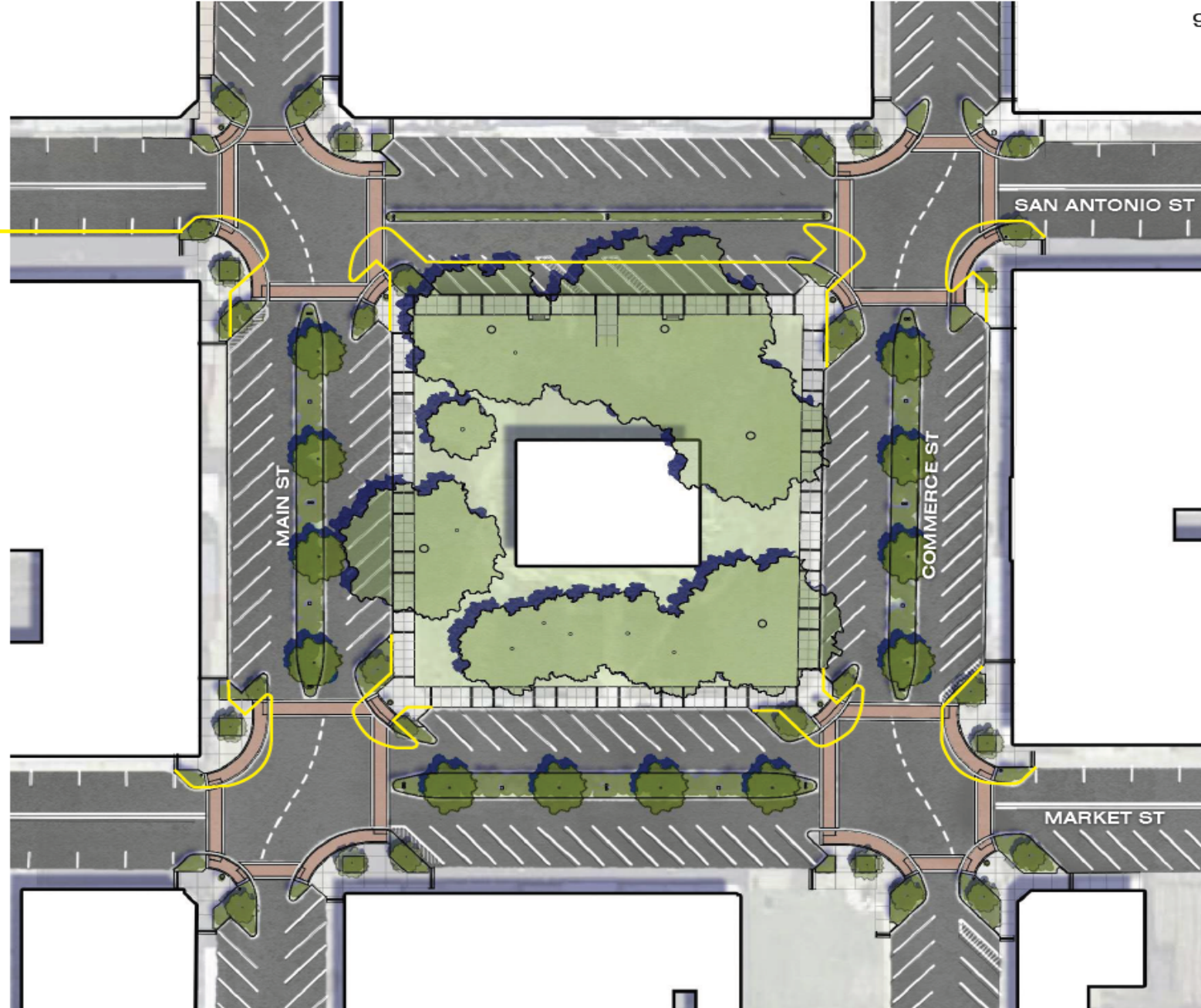
- TWO-WAY TRAFFIC AROUND COURTHOUSE
- ONE-WAY TRAFFIC ON COMMERCE AND MAIN STREETS, BLOCKS NORTH AND SOUTH OF COURTHOUSE ONLY
- ADDITIONAL TRAFFIC CONTROL SIGNAGE REQUIRED
- ALL-WAY STOPS (● = STOP SIGN)
- PRESERVE ALL MEDIAN TREES
- CURB BUMP-OUTS AND PEDESTRIAN REFUGES SHORTEN CROSSWALKS
- EXPANDED SIDEWALKS AROUND COURTHOUSE AND RETAIL FRONTAGE
- PARKING LAYOUT ON SURROUNDING STREETS MODIFIED TO FOLLOW CONVENTIONAL STANDARDS



PREVIOUS CURB LINEWORK

PARKING COUNT UPDATE

- EXISTING PARKING SPACES = 373
- PROPOSED PARKING SPACES = 365 (NET LOSS 8)
- WIDENING OF SAN ANTONIO STREET PER TXDOT COMMENTS
- CURB BUMP-OUT ADJUSTMENTS TO ACCOMMODATE DELIVERY TRUCK (WB-40)

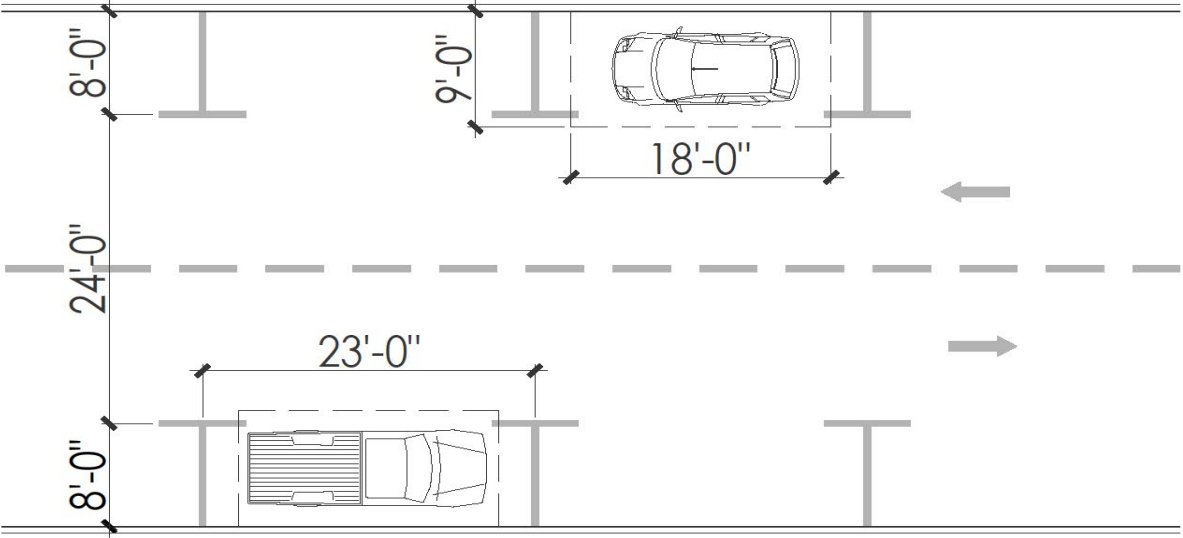


UNCONVENTIONAL ANGLED PARKING CONDITIONS

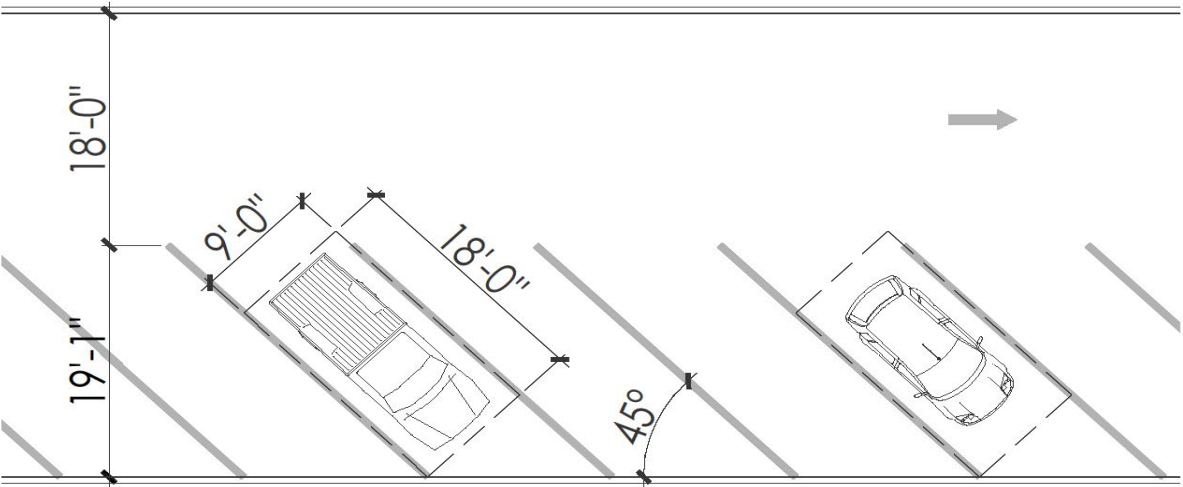


STANDARD PARKING DIMENSIONS

PARALLEL PARKING ON TWO-WAY STREET



ANGLED PARKING ON ONE-WAY STREET



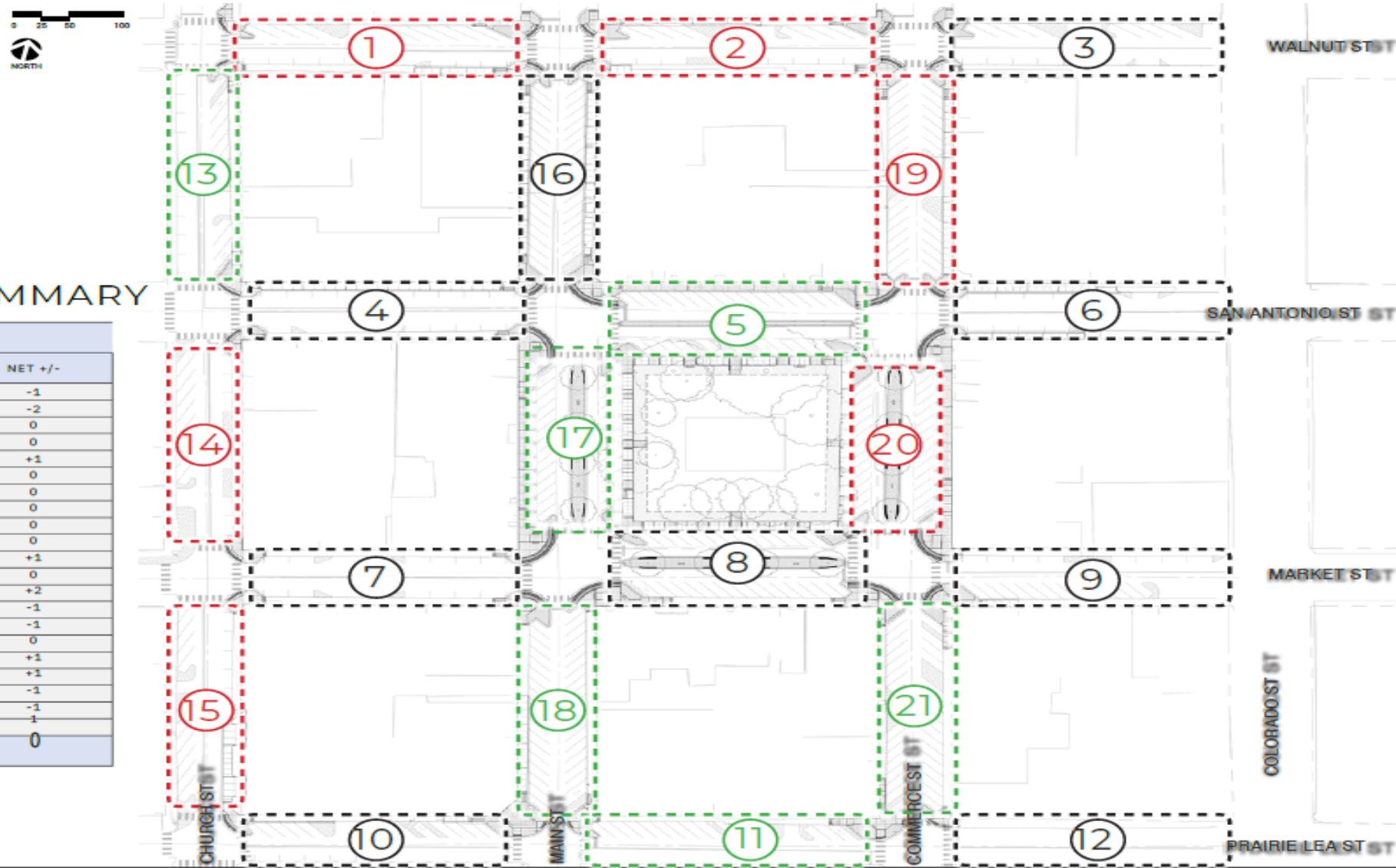
LEGEND

- ADA PARKING COUNT NET GAIN
- ADA PARKING COUNT NET LOSS
- NO CHANGE

ADA PARKING COUNT SUMMARY

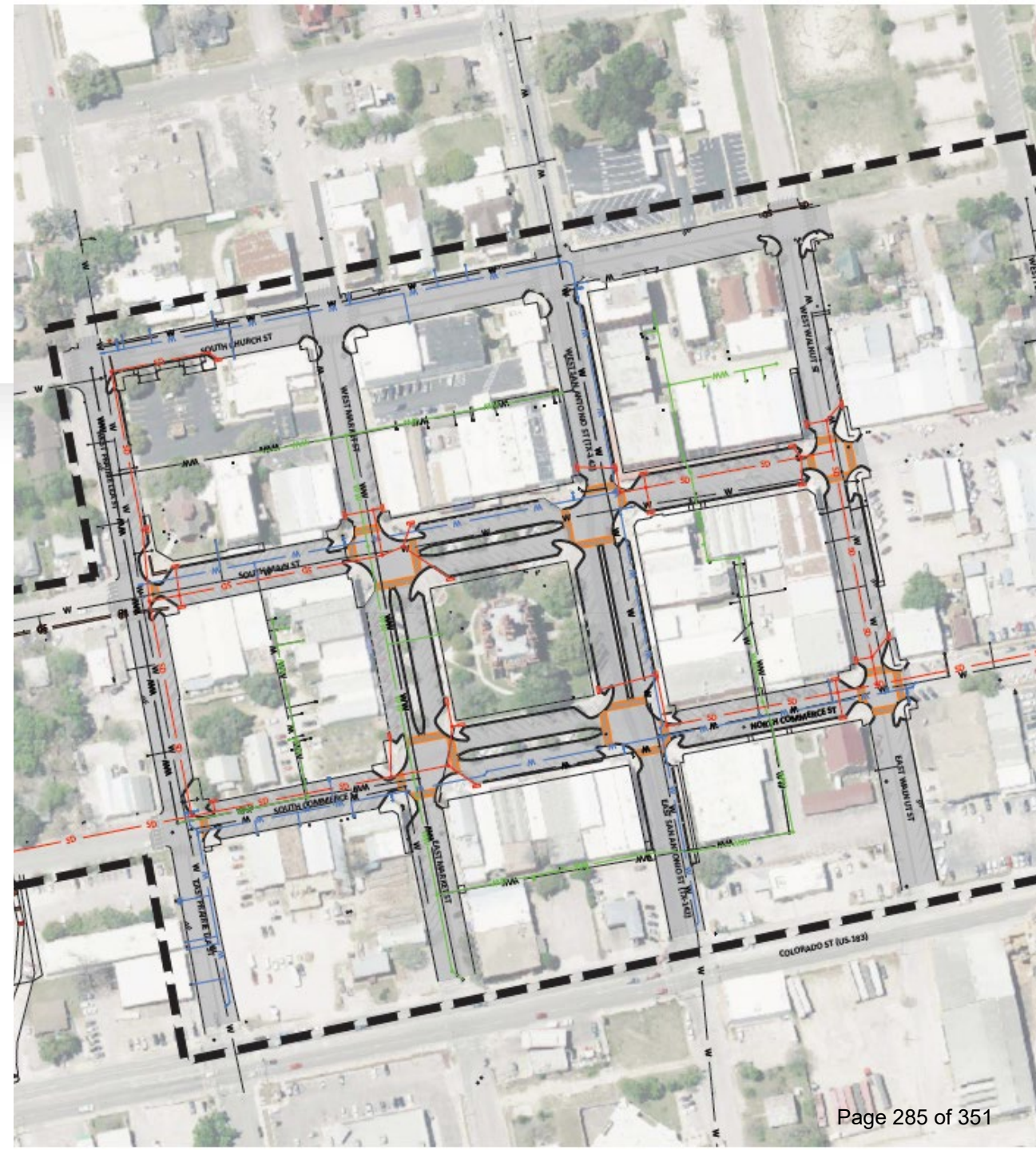
ADA PARKING COUNT SUMMARY			
STREET BLOCK	EXISTING COUNT	DECEMBER 2025 COUNT	NET +/-
1	2	1	-1
2	2	0	-2
3	0	0	0
4	0	0	0
5	3	4	+1
6	0	0	0
7	0	0	0
8	1	1	0
9	0	0	0
10	2	2	0
11	0	1	+1
12	0	0	0
13	1	3	+2
14	1	0	-1
15	1	0	-1
16	1	1	0
17	0	1	+1
18	0	1	+1
19	2	1	-1
20	2	1	-1
21	1	2	+1
TOTALS	19	19	0

*8 ADA SPOTS REQUIRED DOWNTOWN TO MEET MINIMUM REQUIREMENT



Utility Progress

- Water Lines (100%)
- Wastewater Lines (100%)
- Drainage (100%)



Street and Sidewalk Progress

- Streets (95%)
- Bulb-outs (100%)
- Sidewalks/Curbs/Medians (100%)
- Irrigation/Landscaping (30%)



























Landscaping



(14) ZEX #1 cant.
 (4) HER #5 cant.
 (2) LAP #1 cant.
 (1) GAG #5 cant.
 (3) LAG #1 cant.

(30) ZEX #1 cant.
 (7) LAP #1 cant.
 (8) DIA #5 cant.
 (1) OAK 6" cal.
 (1) LAW #1 cant.
 (6) HER #5 cant.
 (2) PAV #5 cant.

(15) ZEX #1 cant.
 (3) HER #5 cant.
 (3) GAG #5 cant.
 (3) LAG #1 cant.
 (2) LAP #1 cant.

(6) LAP #1 cant.
 (2) AMF #5 cant.
 (1) OAK 6" cal.
 (8) DIA #5 cant.
 (7) LAG #1 cant.
 (32) ZEX #1 cant.
 (8) HER #5 cant.

(4) DIA #5 cant.
 (1) MIL 3" cal.
 (10) GLI #1 cant.
 (1) HER #5 cant.
 (15) ZEX #1 cant.

(6) LAP #1 cant.
 (5) HER #5 cant.
 (5) LAG #1 cant.
 (8) ZEX #1 cant.
 (2) PAV #5 cant.

(4) LAP #1 cant.
 (2) DIA #5 cant.
 (1) MIL 3" cal.
 (8) CDS #1 cant.
 (1) HER #5 cant.
 (17) ZEX #1 cant.

(2) LAP #1 cant.
 (12) ZEX #1 cant.
 (4) HER #5 cant.
 (3) LAG #1 cant.



Dwarf Anisacanthus
Anisacanthus quadrifidus var wrightii



Blue Mist Flower
Conoclinium coelestinum



Texas Sedge
Carex perdentata



Dwarf Yaupon Holly
Ilex vomitoria v. nana



Giant Liriope
Liriope gigantea



Gulf Muhly Grass
Muhlenbergia capillaris



Red Yucca
Hesperaloe parviflora



Indigo Spires Salvia
Salvia farinacea 'Indigo Spires'



Dwarf Lantana
Lantana camara Bandito



Lantana (Purple, White & Yellow)
Lantana montevidensis & *L. x 'New Gold'*



Lindheimer's Muhly
Muhlenbergia lindheimeri



Mexican Honeysuckle
Justicia spicigera



Rock Rose
Pavonia lasiopetala



Purple Heart
Setcreasea pallida



Thryallis
Galphimia glauca



Turk's Cap
Malvaviscus drummondii



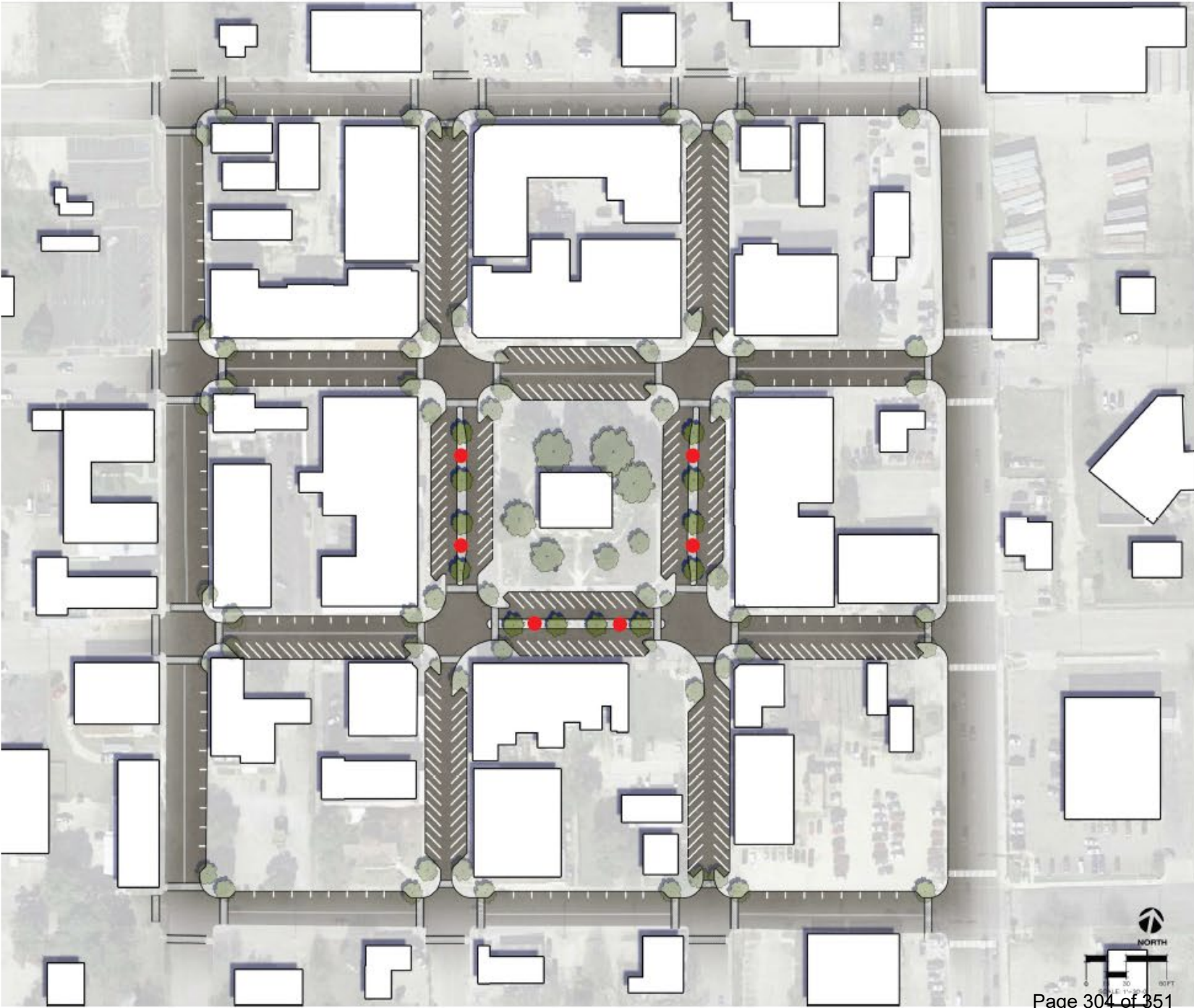
Zexmenia
Wedelia hispida



IRRIGATION

- DRIP IRRIGATION SYSTEM
- TREE BUBBLERS
- EXISTING TREE TO REMAIN

ELECTRICAL PEDESTALS
6 PEDESTALS AT MEDIANS



Trees in the Medians







Pony Walls for Tree Roots





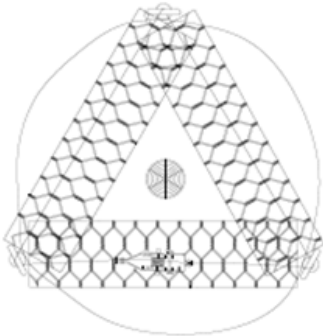


Tree Anchors

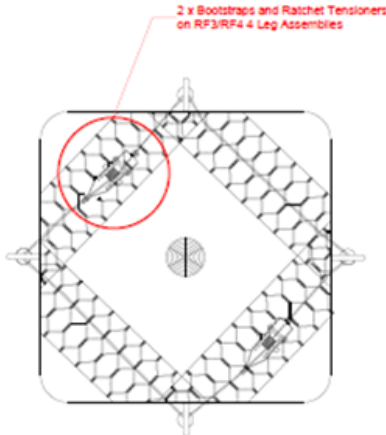
- NOTES
1. DO NOT SCALE FROM THIS DRAWING

2. THIS DRAWING IS CONSTRUCTED USING LAYERS WHICH CAN BE TURNED ON OR OFF AS REQUIRED

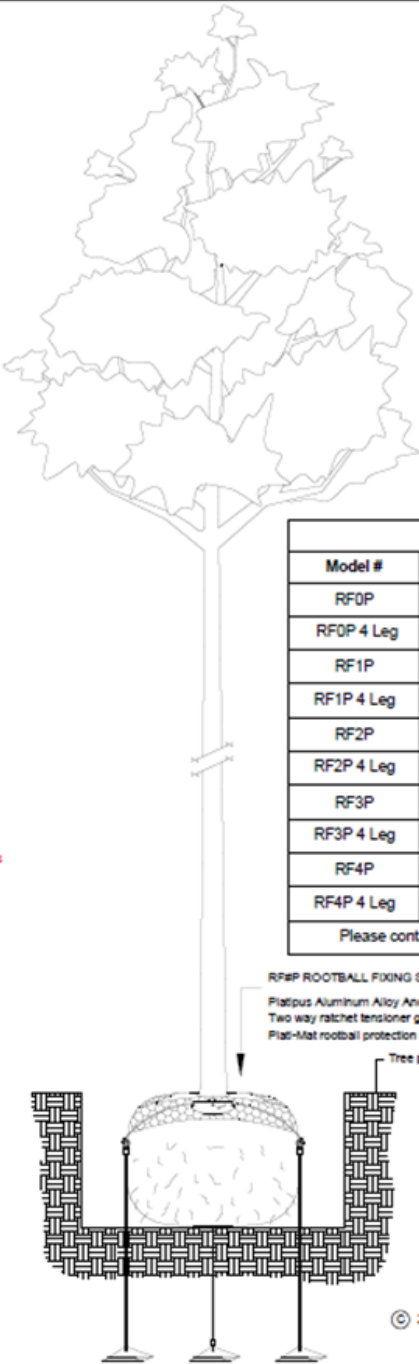
3. DUE TO SETTLEMENT ALL TREES SHOULD BE RE-TENSIONED AFTER PLANTING



RF#P 3 Leg



RF#P 4 Leg



Model List		
Model #	Height - ft (m)	Caliper - in (mm)
RF0P	Up to 8'	Up to 1.5"
RF0P 4 Leg	Up to 12"	
RF1P	8'-15' (2.5m - 4.5m)	1.5" - 3" (40mm - 75mm)
RF1P 4 Leg	12" - 24" Box	
RF2P	15'-25' (4.5m - 7.5m)	3" - 5.75" (75mm - 150mm)
RF2P 4 Leg	24" - 48" Box	
RF3P	25'-40' (7.5m - 12m)	5.75" - 9.5" (150mm - 230mm)
RF3P 4 Leg	48" - 60" Box	
RF4P	40' + (12m+)	9.5" + (230mm+)
RF4P 4 Leg	60" - 120"	
Please contact Platipus representative for boxes over 120"		

Thanks

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Discussion and/or action regarding Ordinance 2026-01 ordering a special election to be administered by the Caldwell County Elections Administrator on March 31, 2026, for the purpose of electing one member of the Lockhart City Council (Councilmember District 2) to fill the vacancy resulting from the constitutional resignation of Councilmember John Castillo; designating early voting polling places and hours; designating election day polling places and hours; designating filing deadlines; ordering notices of election to be given as prescribed by law in connection with such election; providing for the appointment of election judges and clerks; authorizing the Mayor and City Secretary to take all actions necessary to comply with applicable election laws; and providing a savings/repealing clause, severability clause and an effective date.

ORIGINATING DEPARTMENT AND CONTACT: Administration - Julie Bowermon

ACTION REQUESTED: Ordinance

BACKGROUND/SUMMARY/DISCUSSION: The City of Lockhart is required to hold a Special Election due to the vacancy of Councilmember District 2. The vacancy was created when Councilmember John Castillo resigned from his position on the City Council, when he filed for candidacy for another elected office on December 8, 2025.

Ordinance 2026-10 orders a Special Election to fill the vacancy for Councilmember District 2 and provides the filing dates, early voting dates, polling locations, etc. The unexpired term will be filled from March 2026 until November 2028. The Caldwell County Elections Administrator (County EA) will be conducting the March 31, 2026 Special Election for the City of Lockhart. The City Secretary's office will receive applications for a place on the ballot, post and publish notices, prepare ballot language, and be available to direct voters to the correct polling location.

The filing period for a place on the ballot is January 8 - 26, 2026.

State election laws require that early voting hours and locations be included in the City's Order of Election. Early voting will be conducted March 16 - 27, 2026. For this Special Election, the City Council determines voting locations and hours which are subject to change by order of the Elections Administrator. Adams Gym is being proposed as both the early voting location and election day polling location. And early voting hours are proposed as follows:

March 16 – 20, 2026: 8:00 a.m. – 5:00 p.m.

March 21, 2026 (Saturday): 9:00 a.m. – 3:00 p.m.

March 23 – 25, 2026: 8:00 a.m. – 5:00 p.m.

March 26 – 27, 2026: 9:00 a.m. – 6:00 p.m.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

A contract for election services between Caldwell County and the City will be presented to the City Council during an upcoming City Council meeting.

PROJECT SCHEDULE (if applicable):

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION: N/A

COMMITTEE/BOARD/COMMISSION ACTION: N/A

STAFF RECOMMENDATION/REQUESTED MOTION: Staff respectfully recommends approval of Ordinance 2026-01.

LIST OF SUPPORTING DOCUMENTS: Ordinance 2026-01 Order of Special Election

ORDINANCE NO. 2026-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS, ORDERING A SPECIAL ELECTION TO BE ADMINISTERED BY THE CALDWELL COUNTY ELECTIONS ADMINISTRATOR ON MARCH 31, 2026, FOR THE PURPOSE OF ELECTING ONE MEMBER OF THE LOCKHART CITY COUNCIL (COUNCILMEMBER DISTRICT 2) TO FILL THE VACANCY RESULTING FROM THE CONSTITUTIONAL RESIGNATION OF COUNCILMEMBER JOHN CASTILLO; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; DESIGNATING FILING DEADLINES; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW IN CONNECTION WITH SUCH ELECTION; PROVIDING FOR THE APPOINTMENT OF ELECTION JUDGES AND CLERKS; AUTHORIZING THE MAYOR AND CITY SECRETARY TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; AND PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lockhart, Texas ("City Council") finds that Councilmember John Castillo resigned from his position on the City Council, Councilmember District 2, when he filed for candidacy for another elected office on December 8, 2025; and

WHEREAS, pursuant to Article XI, Section 11 and Article 16, Section 65 of the Texas Constitution, the Texas Election Code and the City Charter of the City of Lockhart, Texas ("Lockhart"), the City Council is required to order a special election to fill the vacancy in the office of the City Council, Councilmember District 2, resulting from the resignation of Mr. Castillo; and

WHEREAS, the City Council hereby orders a special election to be held within Lockhart on March 31, 2026, for the purpose of filling the vacancy in the office of City Council, Councilmember District 2, and completing the remaining term of office for Councilmember District 2.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Special Election Ordered. A Special Election ("Election") is hereby ordered to be held on Saturday, March 31, 2026 ("Election Day"), for the purpose of electing one member of the Lockhart City Council (Councilmember District 2) to fill the vacancy

resulting from the resignation of Councilmember John Castillo and completing the remaining term of office for Councilmember District 2. The Election shall be administered by the Caldwell County Elections Administrator.

SECTION 3: Early Voting.

Early voting by personal appearance shall be available at:

Lockhart ISD Adams Gym
419 Bois D'Arc Street
Lockhart, Texas 78644

Early voting Dates/Times:

- March 16 – 20, 2026: 8:00 a.m. – 5:00 p.m.
- March 21, 2026 (Saturday): 9:00 a.m. – 3:00 p.m.
- March 23 – 25, 2026: 8:00 a.m. – 5:00 p.m.
- March 26 – 27, 2026: 9:00 a.m. – 6:00 p.m.

The Council appoints Devante Coe, Caldwell County Elections Administrator, as the Early Voting Clerk. Applications for ballot by mail shall be mailed to:

Early Voting Clerk
Devante Coe, Caldwell County Elections Administrator
1403 Blackjack Street, Suite A
Lockhart, Texas 78644
(512) 668-4347
Email Address: caldwellec@co.caldwell.tx.us
Website: www.co.caldwell.tx.us/page/ElectionsOffice

(If faxed or emailed, the original application must be mailed and received within 4 days.)

Applications for Ballots by Mail (ABBM)s must be received no later than the close of business on:

March 20, 2026

Federal Post Card Applications (FPCAs) must be received no later than the close of business on:

March 20, 2026

Early voting times and locations are subject to change by order of Elections Administrator.

SECTION 4. Election Day Voting.

Election Day voting by personal appearance shall be available at:

Election Day Location:

Lockhart ISD Adams Gym
419 Bois D'Arc Street
Lockhart, Texas 78644

SECTION 5: Filing Deadlines. Candidates must file for election to Councilmember District 2, and adhere to the filing deadlines. Candidate packets will be available in the City Secretary's Office, 105 South Colorado Street, Lockhart, Texas 78644. The candidate filing periods for the Election are as follows:

Begin: January 8, 2026, at 8:00 a.m.
End: January 26, 2026, at 5:00 p.m.

SECTION 6: Election to Comply with Applicable Laws. The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of this Election. The Election and notice of the Election shall be conducted in accordance with the Texas Election Code and other applicable law, and all qualified and registered voters of Lockhart shall be eligible to vote at the Election.

SECTION 7. Authorization to Execute. The Mayor, or the Mayor's designee, including the City Manager or Assistant City Manager, of the CITY is authorized to execute and the City Secretary of the CITY is authorized to attest this Ordinance on behalf of the City Council; and the Mayor of the City Council is authorized to do all other things legal and necessary in connection with the holding and consummation of the Elections.

SECTION 8: Appointment of Election Judges and Clerks. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrators in accordance with the contracts for election administration services and the Texas Election Code. The Elections Administrators may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station.

SECTION 9: Authority of Mayor and City Secretary. The Mayor and the City Secretary, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the Election, whether or not expressly authorized herein. In the absence of the City Secretary, the City Manager and/or Assistant City Manager are hereby appointed to fulfill election duties in place of City Secretary as needed in accordance with Texas Elections Code Sec. 31.123.

SECTION 10: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause and phrase thereof regardless of whether any one or more sections, subsections, sentences, clauses or phrases may be declared unconstitutional and/or invalid.

SECTION 11: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict. Any remaining portion of conflicting ordinances shall remain in full force and effect.

SECTION 12: Effective Date. This order for an election becomes effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LOCKHART, TEXAS ON THIS 6TH DAY OF JANUARY, 2026.

CITY OF LOCKHART

Lew White, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Bowermon, City Secretary

Bradford E. Bullock, City Attorney

City of Lockhart, Texas

Council Agenda Item Cover Sheet

COUNCIL MEETING DATE: January 6, 2026

AGENDA ITEM CAPTION: Consideration and/or action regarding approval of the First Amendment to the Seawillow Ranch Development Agreement between the City and RODG DT Seawillow PropCo LLC consisting of approximately 586.778 acres of land out of the John A. Neill Survey A020 for residential and commercial purposes, which property is located east of FM 1322 and south and west of Seawillow Road, approximately 2,000 feet southeast of Lay Road.

ORIGINATING DEPARTMENT AND CONTACT: Development Services - David Fowler

ACTION REQUESTED: Agreement

BACKGROUND/SUMMARY/DISCUSSION: On August 2, 2024, the City of Lockhart and RODG DT Seawillow PropCo LLC entered into the Seawillow Ranch Development Agreement to establish the framework for the development of the Seawillow Ranch project, including infrastructure obligations, utility service provisions, annexation, and financing mechanisms.

Since execution of the original agreement, the Developer has acquired approximately 141 acres of the project area and requested amendments to clarify and adjust certain provisions of the agreement. The First Amendment updates multiple sections to reflect current project conditions, regulatory timelines, and development sequencing.

Key components of the First Amendment include revisions related to:

- Water and wastewater service and CCN transfer timelines with Aqua Water Supply Corporation;
- Clarification of annexation procedures and service agreements for phased development;
- Updates to Tax Increment Reinvestment Zone (TIRZ) participation and tax increment allocations;
- Adjustments to the agreement term and milestone deadlines;
- Addition of remedies related to CCN-related costs upon termination; and
- Replacement of Exhibits B, L, and L1 to reflect updated concept plans and roadway system improvements.

All provisions of the original Development Agreement not expressly amended remain in full force and effect.

PROJECT SCHEDULE (if applicable): The amendment aligns project milestones, annexation timing, and utility service extensions with the phased development schedule outlined in the updated exhibits.

City of Lockhart, Texas

Council Agenda Item Cover Sheet

AMOUNT & SOURCE OF FUNDING:

Funds Required:

Account Number:

Funds Available:

Account Name:

FISCAL NOTE (if applicable):

PREVIOUS COUNCIL ACTION:

COMMITTEE/BOARD/COMMISSION ACTION:

STAFF RECOMMENDATION/REQUESTED MOTION:

LIST OF SUPPORTING DOCUMENTS: First Amendment to Seawillow Development Agreement, .

FIRST AMENDMENT TO SEAWILLOW RANCH DEVELOPMENT AGREEMENT

This FIRST AMENDMENT TO SEAWILLOW RANCH DEVELOPMENT AGREEMENT (this “First Amendment”) is made and entered into by and between the CITY OF LOCKHART, TEXAS, a Texas home-rule municipality (the “City”) and RODG DT SEAWILLOW PROPCO LLC, a Texas limited liability company (“Developer”) (each individually, a “Party,” and collectively, the “Parties”), to be effective as of _____, 2025.

RECITALS

WHEREAS, the City and the Developer previously entered into that certain Seawillow Ranch Development Agreement, effective as of August 2, 2024, recorded under Instrument Number 2024-006578 in the Official Public Records of Caldwell County, Texas (the “Agreement”); and

WHEREAS, capitalized terms used in this First Amendment herein but not otherwise defined shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Parties desire to amend Section 7.2(b), Section 10.1, Section 12.2, Article XV, Section 19.2, Exhibit B – Concept Plan, Exhibit L – Roadway System Improvements, and Exhibit L1 – Off-Site Roadway System Improvements, and add Section 16.3; and

WHEREAS, since execution of the Agreement, Developer purchased 141 acres of the Owner Property on September 30, 2024 (in this First Amendment, this 141 acres will be referred to as “Developer Property” when it is important to differentiate it from the remainder of the Owner Property and will otherwise in the Agreement remain part of the Owner Property); and

WHEREAS, the Parties acknowledge and agree that, except to the extent amended by this First Amendment herein, all provisions and terms contained in the Agreement shall remain in full force and effect,

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this First Amendment, and for good and valuable consideration the receipt and adequacy of which are acknowledged and agreed, the Parties agree as follows:

AGREEMENT

1. Defined Terms. All capitalized terms used in this First Amendment, to the extent not otherwise expressly defined herein, shall have the meanings assigned to them in the Agreement.

2. Amendment to Section 7.2(b) “Water Service”. Section 7.2(b) of the Agreement is amended to read as follows:

“(b) Subject to the conditions described in this subsection, the City agrees to provide 2786 LUEs of water service at full build out of the Project and in each Phase to provide the number of LUEs described in the Development and

Absorption Phasing Plan, as described in Exhibit D, attached hereto, for Phase 1 through Phase 8. The Parties acknowledge that the City's CCNs for water and wastewater services do not currently encompass the Project Boundaries, and Aqua Water Supply Corporation ("Aqua") currently holds the CCN for water service for the Project. The Parties intend for the City to be the retail water and wastewater service provider to the Project. The Developer and Owners hereby consent to inclusion of the Owner Property and In-City Property into the City's water and wastewater CCNs and support and agree that the Aqua water CCN should be replaced with the City's water CCN. Developer agrees to support and cooperate with City's effort to contract with Aqua and to seek regulatory approval of the City's CCN expansion to include the Project Boundaries. In compliance with the Agreement, the City entered into a Water Service Area Transfer Agreement with Aqua on April 8, 2025. The Developer has asked the City to amend the Water Service Agreement subsequent to the First Amendment, including to change the date for the CCN Transfer Application(s) and to provide that the water service area may be expanded on a phased basis. Developer agrees to pay Aqua for any costs (estimated to be \$12,000.00 per acre) Aqua may impose on the City for release of its CCN in favor to the City's CCN for water service and to reimburse the City's actual costs related to legal and engineering fees to obtain approval of the PUC to expand the Water and Wastewater CCN to the Project at the times and in the manner requested by Aqua. With the exception of the In-City Property, extension of the City CCNs for water and sewer service for any phase of the Project is a condition precedent to the City's obligation to provide water and sewer services to such Phase of the Project. In the event City is unable to execute an amendment of the Water Service Agreement with Aqua prior to 5:00 pm on December 31, 2026, in the event that PUC does not approve of the City's request to extend its water CCN to the Developer Property on or before 5:00 pm December 31, 2027, or in the event that PUC does not approve of the City's request to extend its water CCN to the remainder of the Owner Property on or before 5:00 pm December 31, 2031, this Agreement will terminate, unless prior to the expiration date the parties agree to extend the deadlines. In the event that Aqua agrees to accept payment for release of the CCN over a period of years, Developer shall be responsible for making such payments and failure to make the payments shall be a material default of this Agreement. In such case, the City may withhold building permits to the Owner Property until past due amounts owed to Aqua are made by the Developer. Payments due Aqua shall be paid by Developer to the City a minimum of 30 days prior to each Aqua payment date, unless Aqua agrees to accept Developer's payment in lieu of the City."

4. Amendment to Section 10.1 "Tax Increment Reinvestment Zone". Section 10.1 of the Agreement is amended to read as follows:

Tax Increment Reinvestment Zone. Prior to or concurrent with the issuance of the first series of PID Bonds, the City, subject to the consent and approval of the City Council, will consider creation of a TIRZ coterminous with the boundaries of the In-City Property (referred to in this Section 10.1 as the "Initial Phase"). Prior

to or concurrent with the levy of Assessments for local or zone improvements in any subsequent phase of development in the PID (each, a “Subsequent Phase”), the City, subject to the consent and approval of the City Council, will consider expanding the boundaries of the TIRZ to include such Subsequent Phase, provided that such expansion of the boundaries of the TIRZ shall occur only if the Subsequent Phase has been, or will concurrently be, annexed into the City in accordance with Section 12.2 hereof. The City base year for the Initial Phase and each Subsequent Phase shall be the year such Initial Phase or Subsequent Phase is added to the boundaries of the TIRZ.

For the Initial Phase and any Subsequent Phase, Developer has requested that the TIRZ provide tax increment revenue generated from the TIRZ as follows: (i) twenty three percent (23%) of the City ad valorem tax increment generated within the TIRZ in years 2026-2035 and twenty-eight and one half percent (28.5%) of the City ad valorem tax increment generated within the TIRZ in years 2036-2065 within each phase (the “City Tax Increment”), whether the Initial Phase or any Subsequent Phase, for which an Assessment for local or zone improvements has been levied for such phase within thirty (30) years of the Effective Date. The City Tax Increment will be used to offset Assessments for local and/or zone improvements in the Initial Phase and any Subsequent Phase and shall be collected by the City in accordance with the TIRZ Project and Finance Plan. City TIRZ Increment generated in the Initial Phase or any Subsequent Phase shall only be used to offset Assessments for local or zone improvements within the same phase that generated the City TIRZ Increment. For illustration only, (i) if the Initial Phase is designated in 2026, and the first payment of City Tax Increment generated within the Initial Phase is revenue from the 2026 tax year, then the 2055 tax year would be the thirtieth (30th) and final year for the City TIRZ Increment generated from the Initial Phase to be used to offset any Assessment, for the benefit of the Project, for the benefit of the Developer, or in any other manner for the under this Agreement; and (ii) if a Subsequent Phase is designated in 2050, and the first payment of City Tax Increment for such Subsequent Phase is revenue from the 2050 tax year, then the 2065 tax year would be the year for the City TIRZ Increment generated from such Subsequent Phase (and not generated from the Initial Phase or any other Subsequent Phase) to be used to offset any Assessment, for the benefit of the Project, for the benefit of the Developer, or in any other manner for the under this Agreement.

The Developer shall pursue, and the City shall use its best efforts to support, participation by Caldwell County in the TIRZ for the Initial Phase and each Subsequent Phase up to 27.5% of its applicable tax rate. The City shall execute any necessary documents to effectuate Caldwell County’s participation in the TIRZ for the Initial Phase and each Subsequent Phase to the extent Caldwell County agrees to participate. Any tax increment revenues provided by Caldwell County (the “County Tax Increment”) shall be used to offset Assessments for local and/or zone improvements in the Initial Phase and any Subsequent Phase or shall be used as required in the participation agreement between the City and the County.

4. Amendment to Section 12.2 “Annexation”. Section 12.2 of the Agreement is amended to read as follows:

Annexation.

12.2.1 This Agreement constitutes the consent of Developer (and Owners, if Developer has not yet purchased the Owner Property) to the City’s full purpose annexation of the Owner Property, subject to the conditions set forth in this Agreement.

12.2.2 Prior to the levy of Assessments, other than to fund Major Improvements for any Subsequent Phase, the Developer shall submit a petition for voluntary annexation of the Owner Property in the applicable Subsequent Phase to be subject to such Assessments in sufficient time to allow for final annexation of said Subsequent Phase to occur by no later than the earlier of (i) the date of the City Council meeting at which the City Council will consider expansion of the boundaries of the TIRZ to include such Subsequent Phase or (ii) the date of the City Council meeting at which the Assessments to fund local improvements are levied. The Developer shall not be required to submit, or cause the Owner to submit, a petition for annexation of any portion of the Owner Property on which Assessments solely to finance Major Improvements have been levied until the City levies Assessments for local improvements which solely benefit such specific Subsequent Phase of the PID. In the event that Developer, including Developer’s successors or assigns, fails or refuses to timely execute the petition for voluntary annexation as set forth herein, this Agreement constitutes a petition for voluntary annexation for any Subsequent Phase for which the Developer has submitted a preliminary or final plat to the City, or other regulatory body, for any portion of such Subsequent Phase.

12.2.3 This Agreement constitutes the written service agreement pursuant to Section 43.0672, Texas Local Government Code, for providing City services to the In-City Property, Owner Property and Outside Property. Developer acknowledges and agrees that:

- (i) this Article XII was a material inducement for the City to enter into this Agreement with Developer, create the PID, and create and expand the TIRZ to include the Initial Phase and the Subsequent Phases; and
- (ii) Developer is not required to enter into this Agreement; and
- (iii) the annexation procedures described in this Agreement require Developer’s consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent, subject to the Annexation Conditions; and
- (iv) the City has complied with the requirements of Texas Local Government Code Section 212.172(b-1).

Pursuant to the authority granted in Texas Local Government Code Section 212.172, the Parties agree that the annexation procedures in Subchapter C-3 of Chapter 43 of the Texas Local Government Code as it existed on the Effective Date.

12.2.4 Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such law governing land as they exist on the Effective Date, the City shall initiate annexation proceedings following the receipt of the petitions for voluntary annexation of the Owner Property pursuant to this Section. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the City's authority to annex the Owner Property herein described. Upon request of the City, each annexation petition shall include (i) the request for annexation, (ii) a metes and bounds description and a map of the portion of the Owner Property being annexed (including any adjoining right of way to the Owner Property not already in the city limits), and (iii) an executed Annexation Written Services Agreement addressing city services to the Owner Property consistent with this Agreement.

5. Amendment to Article XV "Term". The first paragraph of Article XV is amended to read as follows:

"The term of this Agreement shall be for a period of thirty (30) years from the Effective Date (the "Term"). If allowed by law, the Parties may extend the term of this Agreement beyond the Term, if they execute an amendment in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall terminate and shall be of no further force or effect, if: (A) the Developer or an Affiliate of the Developer, who has entered into an Assignment of the Agreement, has not purchased all of the Owner Property on or before March 31, 2030, which date may be extended up to an additional sixty (60) days upon written agreement of the Parties without the necessity of a formal amendment to this Agreement; (B) if the Owner, the Developer, or the applicable Affiliate of the Developer who has entered into an Assignment of the Agreement has not submitted one or more annexation petitions by November 30, 2026 which collectively cover the Developer Property; (C) if the Owner, the Developer, or the applicable Affiliate of the Developer who has entered into an Assignment of the Agreement has not submitted one or more annexation petitions which collectively cover the remainder of the Owner Property by September 30, 2030, which date may be extended up to an additional sixty (60) days upon written agreement of the Parties without the necessity of a formal amendment to this Agreement; (D) Developer or the applicable Affiliate of the Developer who has entered into an Assignment of the Agreement has not submitted a zoning application for a PDD - Planned Development District for the Developer Property consistent with the Concept Plan and this Agreement on or before March 1, 2027; (E) Developer or the applicable Affiliate of the Developer who has entered into an Assignment of the Agreement has not submitted a zoning application for a PDD - Planned Development District for remainder of the Owner Property consistent with the Concept Plan and this Agreement on or before December 31, 2030 and/or (F) this Agreement is terminated pursuant to the provisions of Section 7.2(b)."

6. Amendment to Section 19.2 “Notices”. The addresses for the Developer under Section 19.2 of the Agreement are amended to read as follows:

To the Developer: Attn: Tom Staub
212 E. 6th Street, Suite 203
Austin, Texas 78702
E-mail:tom@redoakvc.com

With a copy to: Attn: Drew Slone
Greenberg Traurig, LLP
2200 Ross Avenue, Suite 5200
Dallas, Texas 75201
Email: drew.slone@gtlaw.com

7. Addition of Section 16.3. Section 16.3 of the Agreement is added to read as follows:

Remedies. In addition to any other remedy expressly set out in this Agreement related to the right of termination, for any Phases for which the City has made application to the PUC for extension of the CCN, the Developer is obligated upon any termination of this Agreement to pay Aqua for any costs (estimated to be \$12,000.00 per acre) Aqua may impose on the City for release of its CCN in favor to the City’s CCN for water service and to reimburse the City’s actual costs related to legal and engineering fees to obtain approval of the PUC to expand the Water and Wastewater CCN to the Project at the times and in the manner requested by Aqua.

8. Amendments to Exhibits. Exhibits B, L, and L1 in the Agreement are deleted and replaced with the Exhibits attached hereto, such exhibits being as follows:

Exhibit B – Concept Plan
Exhibit L – Roadway System Improvements
Exhibit L1 – Off-Site Roadway System Improvements

9. Miscellaneous.

(a) This First Amendment amends the Agreement in no other manner except as expressly set forth herein. Except as amended herein, the terms, provisions, agreements, covenants and conditions of the Agreement shall continue in full force and effect. In the event of a conflict between this First Amendment and the Agreement, the terms of this First Amendment shall control.

(b) This First Amendment together with the Agreement shall constitute the entire agreement between the Parties and supersedes all prior agreements and understandings, whether oral or written, concerning the subject matter of this First Amendment and the Agreement. This First Amendment and the Agreement shall not be modified or amended except in writing signed by the Parties.

(c) This First Amendment may be executed in one (1) or more counterparts, each of which when taken together shall constitute one and the same instrument.

(d) The City represents and warrants that the individual executing this First Amendment on behalf of the City has been duly authorized to do so. The Developer represents and warrants that the individual executing this First Amendment on behalf of the Developer has been duly authorized to do so.

10. Statutory Verifications. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the “Government Code”), in entering into this Agreement. As used in such verifications, “affiliate” means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

a. Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

b. No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, “boycott Israel” has the meaning provided in Section 2271.001, Government Code.

c. No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, “discriminate against a firearm entity or firearm trade association” has the meaning provided in Section 2274.001(3), Government Code.

d. No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, “boycott energy companies” has the meaning provided in Section 2276.001(1), Government Code.

11. Form 1295. Submitted herewith is a completed Form 1295 from the Developer. The City hereby confirms receipt of the Form 1295 from the Developer. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[Signature Pages to Follow]

EXECUTED BY THE DEVELOPER AND THE CITY TO BE EFFECTIVE ON THE EFFECTIVE DATE:

ATTEST:

CITY OF LOCKHART, TEXAS

Name: Julie Bowermon
Title: City Secretary

By: _____
Name: Lew White
Title: Mayor

Date: _____

APPROVED AS TO FORM

Bradford Bullock, City Attorney

STATE OF TEXAS §
 §
COUNTY OF CALDWELL §

This instrument was acknowledged before me on the ____ day of _____, 2025 by Lew White, Mayor of the City of Lockhart, Texas, a home-rule municipality, on behalf of said home rule municipality.

Notary Public, State of Texas

DEVELOPER:

**RODG MASTER LOCKHART PROP CO
LLC, a Texas limited liability company**

By: _____

Name: Thomas Staub

Title: CEO

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____,
2025 by Thomas Staub on behalf of said company listed above.

Notary Public, State of Texas

EXHIBIT B
Concept Plan

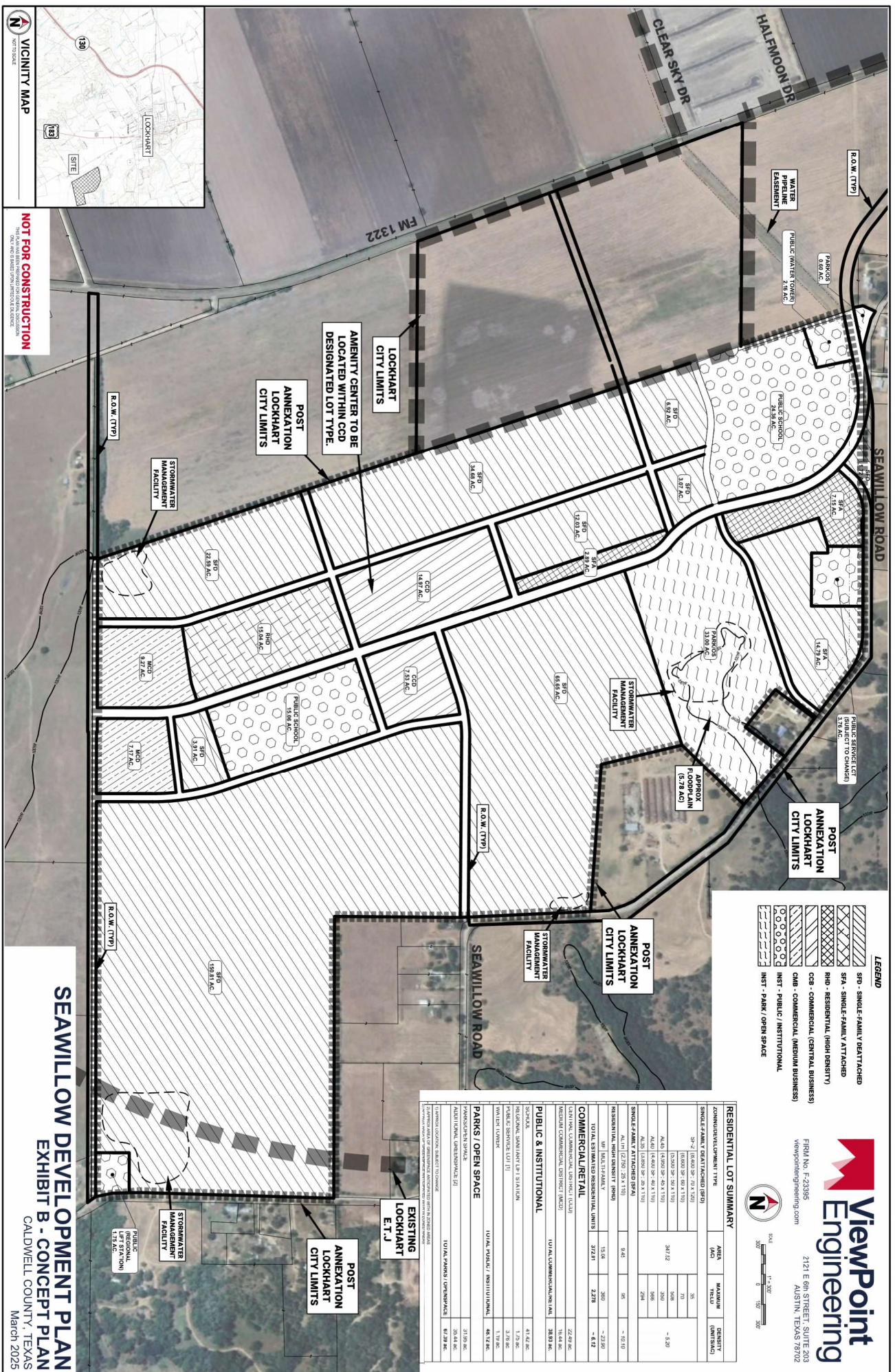


EXHIBIT L
Roadway System Improvements

EXHIBIT L1
Off-Site Roadway Improvements





Lockhart

T E X A S

2022-2023 Strategic Work Plan



The Strategic Planning Process

From January through April 2022, the City of Lockhart embarked on a strategic planning process to create strategic priorities for 2022-2023. The following is the process used to reach the conclusions for the plan:

The process kicked off with a preliminary Zoom between the City Manager, Steve Lewis, Mayor Lew White, and professional facilitator Alysia A. Cook, PCED, IOM with Opportunity Strategies LLC. The three met to review key issues facing the city, understand the programs and projects currently underway, and to prepare the process and format for the planning session.

On April 8, 2022, the City of Lockhart Management Team met at the Library for Part 1 of the Strategic Work Planning Session for 2022-2023.

On April 9, 2022, the City of Lockhart City Council and City Manager met at the Library for Part 2 of the Strategic Work Planning Session for 2022-2023.



Day One – Management Team

Day One began with City Manager Steve Lewis reviewing with the Management Team the City of Lockhart's accomplishments and success stories of 2021.

Following that, the City Manager and the facilitator shared some leadership concepts and considerations with the Lockhart Management Team. This led to some group discussions about the importance of continuous learning and leadership development.

The City Manager discussed with the participants that when goals are adopted by the City Council, they provide a positive impact for the Management Team in at least 4 different ways:

- a) Direction is clearly set by City Council
- b) Once that direction is established, differences can be discussed in a more open, less polarizing manner
- c) Saves time in decision making on projects/programs
- d) City Manager's recommendations can be better aligned with ultimate objectives

Mission of Lockhart Management Team

To promote and influence the alignment of organizational resources by focusing on:

- a) Organizational planning and issues
- b) Open communication with elected officials, staff, boards, commissions, and citizens
- c) Ensuring City of Lockhart is a leader in Central Texas regarding issues with community relevance
- d) Implementing programs that derive from the City Council and community's goals

Start – Stop – Continue

The facilitator then engaged the Management Team in a group exercise called *Start – Stop – Continue* which divides participants into small groups and has them offer feedback on what the City needs to start doing, stop doing, and continue doing.

These are individual manager recommendations and not necessarily agreed to by all managers or by City Council members. The responses are as follows:

Start

- Long-term capital planning
- Increasing non-emergency communications
- Administering annual customer service surveys that are statistically valid
- Developing recreation programs
- Indoor community recreation center
- City facilities and community infrastructure improvements
- New spaces for city facilities
- Modernize Human Resources policies including technology
- A vehicle acquisition fund
- Decreasing steps in the hiring process
- Staff planning for future growth
- Modernizing our contracts, best practices, attorney, etc. including reviewing for mutually beneficial language and avoiding one-sided contracts

Stop

- Ineffective/outdated contracts
- Thinking small
- Six-month probationary period for personnel
- Reconnecting customers after 10pm
- Providing free services (such as banners and road closures) and establish a fee schedule for these special requests
- Requiring utility inspections for every change of occupant

Continue

- Longevity pay
- Forward-looking planning for quality growth
- Law enforcement outreach with community
- Contracting (sending RFPs) for solid waste collection
- Supporting tourism
- Modernizing technology, e.g. paperless, Go Green
- Enhancing community investment
- Planning our wayfinding and signage
- Growing events that enhance overnight stays in Lockhart and maximize HOT \$ collections
- Economic growth including considering developing a 4th industrial park
- Striving for improved customer service
- Community engagement including public open houses and social media



Next, the Management Team embarked on a discussion around the following topics which also included some departmental reports on the status of various projects:

- Growth Trends
- Land Development
- Economic Development
- Service Delivery
- Workforce Development
- Long Range Financial Outlook

Following those discussions, the facilitator led the Management Team through a discussion of what they each thought should be the 2022-2023 goals City Council would establish the following day. She recorded those recommendations, then the group reached consensus on what would be put forth to the Council to consider.

The final decisions for 2022-2023 were made by City Council the following day and are listed below.

Day Two – City Council

Day Two began with City Manager Steve Lewis reviewing with City Council the City of Lockhart's accomplishments and success stories of 2021.

Expectations – City Council

Following that, the facilitator asked City Council to share any expectations for the day. Responses were as follows:

- TxDOT – Wayfinding and Signage
- Summerside Subdivision turn lane and traffic light
- Urgent Care facility
- Comprehensive mental health care for first responders
- Keeping City Staff wages competitive
- Need for an Assistant City Manager
- Need for a grantwriter
- Regional animal shelter
- Next industrial park and/or property

The following is the City of Lockhart 2022-2023 Strategic Work Plan.

City of Lockhart Vision:

- To be a first-class community that has maintained its integrity and sense of community characterized by livable neighborhoods and quality schools.
- To be a City that focuses on family by ensuring quality recreational and cultural activities, services, housing, economic, and educational opportunities that promote a well-rounded productive member of the community.
- To be a City that is friendly to visitors and future residents with a spirit of fellowship and cooperation by accommodating their needs and recognizing the wealth in cultural, ethnic and age diversity.
- To be a City committed to sustainability by diligently balancing community needs with available resources and managing growth in a smart and fiscally responsible manner.
- To be a City that celebrates and embraces its long and rich history by reinvesting in neighborhoods, preserving areas and buildings of historic significance and returning the Central Business District to an economically viable and lively activity center.
- To be a City recognized for the quality of its built environment and the integration of the natural landscape throughout the community.
- To be a City that ensures a good balance between residential, commercial, industrial, and public/institutional uses supported by quality infrastructure and transportation systems.
- To be a City known for its innovative solutions to managing growth, progressiveness of City government, and responsiveness to the needs of citizens and businesses.

Source: Lockhart 2020 Comprehensive Plan

Goal #1:

**City
Facilities**

Goal #2:

**Human Resources/
Staffing**

Goal #3:

**Parks &
Recreation**

Goal #4:

Infrastructure

Goal #5:

**Modernization &
Communications**

Goal #6:

**Development &
Quality of Life**

Goal #7:

**Revenue
Sustainability**

2022-2023 Goals:

Each of the following seven goals is guided by the values of diversity and inclusion. Diversity and inclusion are a tapestry that is woven through every goal, every service, and every program.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

Goal #1: City Facilities

To begin planning for new city facilities and offices.

- 1.1 Consider which facilities improvements should be funded by certificates of obligation vs. bonds
- 1.2 Begin plans to replace/update City Hall
- 1.3 Begin plans to replace/update Police/Fire/Training facilities
- 1.4 Begin plans to replace/update Maintenance/City Barn Utilities
- 1.5 Reclaim old space at the hospital
- 1.6 Lease additional space at the EDC building
- 1.7 Conduct a Facilities Study with architects and engineers
- 1.8 Consider Airport improvements (TxDOT Aviation) in the study

Goal #2: Human Resources/Staffing

To enhance our HR services to ensure Lockhart remains a competitive employer.

- 2.1 Hire ACM (Assistant City Manager) immediately
- 2.2 Hire City Manager Support Staff (Executive Assistant or Administrative Assistant)
- 2.3 Once new ACM is hired, assign him/her with developing a Staffing Plan
- 2.4 Once new ACM is hired, assign him/her with developing a Succession Plan
- 2.5 Consider adding additional staff city-wide as needed
- 2.6 Retain law enforcement officers by ensuring compensation competitiveness
- 2.7 Implement a formal EAP (Employee Assistance Program)
- 2.8 Secure a grantwriter (explore opportunities for hiring one vs. contractor)

Goal #3: Parks & Recreation

To develop the Parks & Recreation program and services.

- 3.1 Develop adult and youth programming that utilize existing facilities
- 3.2 Conduct successful outreach to sports leagues across Texas and neighboring states
- 3.3 Consider new Parks & Rec facilities such as pickleball, volleyball, and frisbee golf
- 3.4 Plan for and implement safety improvements of existing facilities
- 3.5 Plan for and implement aesthetic improvements of existing facilities
- 3.6 City Council requests to meet with Parks & Rec Director and City Manager to discuss ideas and brainstorm next steps in the Parks Plan including:
 - Work session, then tour Parks facilities with Parks & Rec Director
 - Discuss short-term vs. long-term Parks & Rec needs
 - Develop plan to survey citizens including bond exploration

Goal #4: Infrastructure

To enhance physical infrastructure and branded wayfinding throughout Lockhart.

- 4.1 Conduct public open houses to determine public wishes for Downtown
- 4.2 Council to approve a final Downtown Conceptual Design and authorize staff to implement
- 4.3 Consider an additional commercial district with retail and mixed-use offerings
- 4.4 Issue the RFP for a Comprehensive Plan update (hire firm by January 2023, then CIP (capital improvement plan) to follow
- 4.5 Explore downtown WiFi options including geofencing

Goal #5: Modernization & Communications

To modernize our in-house and online technology, systems, and communications to serve residents more efficiently and tell the Lockhart story.

- 5.1 PIO (Public Information Officer) to secure proposals for a new website design including:
 - Online forms and application portals (permitting, employment, variance requests, etc.)
 - Must be mobile responsive platform
 - Ensure ease of use and innovative utility of site
 - Include a portal to the Lockhart Economic Development Corporation website
- 5.2 Hire a consultant to 1) build a survey to ask the public what information they seek to find on the City of Lockhart website and 2) compare Lockhart website to other communities with high utilization of an innovative website
- 5.3 Streamline application processes of permits, developer proposals, engineering, employment, etc. to be placed on website (see 5.1)
- 5.4 Verify internet access at all City facilities



Goal #6: Development & Quality of Life

To continually improve the quality of life and employment opportunities of the people of Lockhart.

- 6.1 Consider proposed sidewalk ordinance
- 6.2 Facilitate/incentivize more housing options including:
 - Rental housing options
 - Workforce housing options
 - Higher-income housing
 - Infill/revitalized housing within centers of commerce (existing or planned)
 - Senior/retiree housing
- 6.3 Continue to promote family-friendly events in Downtown
- 6.4 Encourage higher development standards (within state legislature constraints) to research modernization techniques and make recommendations to City Manager for consideration
- 6.5 Continue to implement Animal Control Audit recommendations
- 6.6 Continue to provide concerts on the square

Goal #7: Revenue Sustainability

To ensure the long-term financial health and sustainability of the City of Lockhart.

- 7.1 Explore and increase film production permitting fees
- 7.2 Create and implement fees for banners, road closures, event special requests
- 7.3 Use grantwriter (see 2.8) to find and write grants that benefit the City of Lockhart and its residents
- 7.4 Conduct discussions between City Council and Staff regarding which items can/should be funded by certificates of obligation vs. bonds
- 7.5 Update/increase construction permit fees and impact fees
- 7.6 Explore a bond vote for the items proposed by Parks & Rec and Council from Goal #3
- 7.7 Explore the concept of a Community Foundation with community benefactor options including other communities who have successfully created and implemented a Community Foundation

City of Lockhart Leadership

The 2022 City Council and Management Team participating:

City Council:

Lew White, Mayor

Angie Gonzales-Sanchez, Mayor Pro-Tem

Brad Westmoreland, Councilmember At-Large

Juan Mendoza, Councilmember District 1

David Bryant, Councilmember District 2

Kara McGregor, Councilmember District 3

Jeffrey Michelson, Councilmember District 4

Management Team:

Steve Lewis, City Manager

Julie Bowermon, Director of Human Resources

Connie Constancio, City Secretary

Travis Hughes, Director of Parks & Recreation

Randy Jenkins, Fire Chief

Mike Kamerlander, Economic Development Director

Sean Kelley, Public Works Director

Pam Larison, Director of Finance

Bobby Leos, Electric Superintendent

Victoria Maranan, Public Information Officer

Bertha Martinez, Director of Library Services

Ernest Pedraza, Chief of Police





City of Lockhart

2020-2021 Strategic Priorities

Prepared by:

