



COUNTY OF KENDALL, ILLINOIS
FINANCE AND BUDGET
Kendall County Office Building, 111 W. Fox Street
County Board Rm 210; Yorkville
Thursday, December 28th, 2023 at 4:00pm
MEETING AGENDA

- 1. Call to Order**
- 2. Roll Call:** Scott Gengler (Chairman), Brian DeBolt, Matt Kellogg, Seth Wormley, Jason Peterson
- 3. Approval of Agenda**
- 4. Approval of Claims**
- 5. Committee Reports and Updates**
 - a. Personnel Reports
 - b. ARPA Update
- 6. New Committee Business**
 - a. Discussion and Approval of FY2024 Opioid Applications
 - b. Discussion and Approval of Case Management Software and Digital Evidence Storage Programs
- 7. Old Committee Business**
- 8. Chairman's Report**
- 9. Public Comment**
- 10. Executive Session** - The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, specific individuals who serve as independent contractors in a park, recreational, or educational setting, or specific volunteers of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee, a specific individual who serves as an independent contractor in a park, recreational, or educational setting, or a volunteer of the public body or against legal counsel for the public body to determine its validity. However, a meeting to consider an increase in compensation to a specific employee of a public body that is subject to the Local Government Wage Increase Transparency Act may not be closed and shall be open to the public and posted and held in accordance with this Act.
- 11. Items for Committee of the Whole**
- 12. Action Items for County Board**
- 13. Adjournment**

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum of 24-hours prior to the meeting time

American Rescue Plan Act Overview

12/28/2023

Beginning Balance **25,054,795**

Spent & Obligated

1 Loss Revenue	10,000,000	
2 Complete Projects	3,022,225	
3 Grants	<u>8,514,006</u>	
		21,536,231

Future Salary 1/1/24-11/30/2024

1 FY24 Salaries	<u>618,739</u>	
		618,739

Ending Balance **2,899,825**

Kendall County ARPA Expenses
12/28/2023

Potential Projects	ARPA Fund
Balance from ARPA	\$ <u>2,899,825</u>
Broadband	1,000,000
Building #2 Plumbing	142,500
Technology Fiber Building #2	500,000
New ARPA Construction	1,260,000
Ending Total	<u><u>\$ (2,675)</u></u>

Opioid Fund

Finance Committee 12/28/23

Revenues	\$	286,414
Expenditures if Everything is spent		76,548
Ending Balance	\$	209,867

What was Spent in 2023

	Total Allotted	Spent	Balance
Health Department	43,275	38,444	4,831
State's Attorney	21,375	1,175	20,200
Judicial	23,550	6,412	17,138
Coroner	13,500	11,931	1,569
Probation	42,750	1,092	41,658
Public Defender	4,500	4,500	-
Corrections	9,750	9,750	-
Administration	3,244	3,244	-
Totals	161,944	76,548	85,396

**Opioid Application
Project Application Internal**

- 1. Date: 12/01/23
- 2. Applicant Name: Jason D. Majer
- 3. Department: Public Defender

4. Budget

Overall Budget

0	A. Treat Opioid Use Disorder (OUD)
0	B. Support People in Treatment and Recovery
0	C. Connect People Who Need Help To The Help They Need (Connections To Care)
0	D. Address The Needs of Criminal Justice-Involved Persons
0	E. Address The Needs Of Pregnant Or Parenting Women And Their families, Including Babies With Neonatal Abstinence Syndrome
0	F. Prevent Over-Prescribing And Ensure Appropriate Prescribing And Dispensing Of Opioids
0	G. Prevent Misuse of Opioids
0	H. Prevent Overdose Deaths and Other Harms (Harm Reduction)
0	I. First Responders
0	J. Leadership, Planning and Coordination
8000	K. Training
0	L. Research
<u>8,000.00</u>	TOTAL

Opioid Application
Project Application Internal

Opioid Approved Uses:		
1. Treatment		
A. <u>TREAT OPIOID USE DISORDER (OUD)</u>		
<i>Budget</i>		<i>Description</i>
	1	Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MR conditions, including MAT, as well as counseling, psychiatric support, and other treatment
	2	Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
	3	Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
	4	Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telemonitoring to assist community-based providers in rural or underserved areas
	5	Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments
B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>		
	1	Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
	2	Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions
	3	Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
	4	Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions
C. <u>CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)</u>		
	1	Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment

Opioid Application
Project Application Internal

	2	Support assistance programs for health care providers with OUD.
	3	Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions
	<u>D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS</u>	
	1	Active outreach strategies such as the Drug Abuse Response Team
	2	"Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
	3	Provide training on best practices for addressing the needs of criminal justice involved persons with OUD and any co-occurring SUD/MR conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.
	<u>E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME</u>	
	1	Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
	2	Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions
	3	Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
	4	Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
2. Prevention		
	<u>F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS</u>	
	1	Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
	2	Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain

Opioid Application
Project Application Internal

	<u>G. PREVENT MISUSE OF OPIOIDS</u>	
	1	Funding media campaigns to prevent opioid misuse.
	2	Public education relating to drug disposal.
	3	Drug take-back disposal or destruction programs.
	4	Funding community anti-drug coalitions that engage in drug prevention efforts.
	5	Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.
	<u>H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)</u>	
	1	Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public
	2	Public health entities providing free naloxone to anyone in the community.
	3	Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public
	4	Public education relating to emergency responses to overdoses.
	5	Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
	6	Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
3. Other Strategies		
	<u>I. FIRST RESPONDERS</u>	
	1	Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
	<u>J. LEADERSHIP, PLANNING AND COORDINATION</u>	
	1	Provide resources to staff government oversight and management of opioid abatement programs.

Opioid Application
Project Application Internal

	<u>K. TRAINING</u>	
8,000.00	1	Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
	<u>L. RESARCH</u>	
	1	Research non-opioid treatment of chronic pain
	2	Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
	3	Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (<i>e.g.</i> , Hawaii HOPE and Dakota 24/7).

5. Brief description of recipient’s approach on how they would use the opioid funds.

If the Public Defender’s office were to receive a portion of the opioid funds, we would use the funds to help with training and education of our Attorneys for Drug Court and Mental Health Court Services, to ensure that the individuals that are using these services are properly taught and legally counseled on how to cope with drug and mental health struggles, to hopefully ensure that there is not a relapse. The money would also help to ensure that the individuals are receiving the best legal advice and education. The Public Defender’s Office would also like to use a portion of the opioid funds to allow two of our Attorneys to travel to the National Association of Drug Court Professionals Seminar that is held every year.

Opioid Application
Project Application Internal

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2. Applicant Name:
3. Department:
4. Budget

Overall Budget

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- I. First Responders
- J. Leadership, Planning and Coordination
- K. Training
- L. Research
- _____ TOTAL

Opioid Application
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	3	Provide treatment of trauma for individuals with OUD (<i>e.g.</i> , violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (<i>e.g.</i> , surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
	4	Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telemonitoring to assist community-based providers in rural or underserved areas
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B. <u>SUPPORT PEOPLE IN TREATMENT AND RECOVERY</u>		
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Opioid Application
Project Application Internal

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	3	Provide training on best practices for addressing the needs of criminal justice involved persons with OUD and any co-occurring SUD/MR conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.
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Opioid Application
Project Application Internal

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5. Brief description of recipient’s approach on how they would use the opioid funds.



Kendall County Agenda Briefing

Meeting Type: Finance
Meeting Date: 12/28/2023
Subject: Case Management System and Digital Evidence
Prepared by: Jason D. Majer, Public Defender
Department: Public Defender's Office

Action Requested:

Approval of Case Management Software and Digital Evidence Storage Programs

Board/Committee Review:

Finance/Budget

Fiscal impact:

2024

Background and Discussion:

Due to the increase in caseloads and the impact of digital evidence, including but not limited to body worn cameras, squad videos, audio and video recorded interviews/interrogations, the Public Defender's office is in need of a formal case management system to accurately track our caseloads and conflicts as well as a way to store and easily access/search discovery and audio/video recordings.

The Public Defender's office currently uses the outlook calendar system which has a limited capacity of entries and no cross-analysis conflict checking or assignment of cases to attorneys. The Public Defender's office is at the capacity of entries for the outlook calendar system.

The Public Defender's office is in need of a digital evidence storage program. The State's Attorney's office has recently contracted with Axon wherein they can digitally send body worn camera videos, squad videos, audio and video recorded interviews/interrogations without the need to burn them to a disc or onto a flash drive. In addition, due to the length of the videos and discovery, the time-consuming task of reviewing these videos, the Public Defender's Office is in need of a program which would allow us to word search/review the videos in a more efficient and time saving manner while trimming the pertinent part of the videos/discovery for trial and hearing purposes.

The financial impact of these programs on the Public Defender's Budget would be as follows:

1. Karpel Solutions
 - a. \$27,200 upfront one-time fee.
 - b. \$4,600 annual.

2. Axon Enterprise
 - a. Five Year contract.
 - i. Jan. 2024-\$9,503.71
 - ii. Jan. 2025-\$9,883.87
 - iii. Jan. 2026-\$10,279.22
 - iv. Jan. 2027-\$10,690.39
 - v. Jan. 2028-\$11,118.01

Staff Recommendation:

Attachments: Proposed Karpel Solutions Case Management Software and Axon Enterprise Digital Evidence Storage.



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

**KENDALL COUNTY PUBLIC DEFENDER
KENDALL COUNTY, ILLINOIS**

CONTRACT FOR



PROSECUTORbyKarpel®, DEFENDERbyKarpel® & HOSTEDbyKarpel®

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This Agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as "Karpel Solutions") and Kendall County, Illinois (hereinafter referred to as "Client") is hereby entered into between the parties with respect to one or more of Karpel Solutions' copyrighted software program(s) known as PROSECUTORbyKarpel®, DEFENDERbyKarpel®, and/or HOSTEDbyKarpel® (hereinafter referred to as "the Software Program(s)").

1. DEFINITIONS

1. "Confidential Information" means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software Program(s) and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. "Client Content" means all data, information, documents, and files Client uploads or inputs into the Software Program(s), including, without limitation, Personally Identifiable Information.
3. "Enhancements" means any specific configurations or customizations to the Software Program(s), which Client may request, and Karpel Solutions agrees in writing to provide.
4. "Documentation" means any operating instructions, specifications and other documentation related to the operation, description and function of the Software Program(s) provided by Karpel Solutions whether supplied in paper or electronic form.
5. "Intellectual Property" (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. "Hosted" or "Hosting" means the act of providing service and access to Client Content by the Internet.
7. "Personally Identifiable Information" (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of the Software Program(s). Personally Identifiable Information shall be considered Confidential Information.

8. "Software Program(s)" means the PROSECUTORbyKarpel® and/or DEFENDERbyKarpel® case management systems and/or the HOSTEDbyKarpel® system, as the case may be, and specifically Client's licensed copies of the Software Program(s).
9. "Services" means the services provided by Karpel Solutions in connection with the Software Program(s).
10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
11. "Software" means Client's licensed copies of the Software Program(s), and includes any and all updates, enhancements, underlying technology or content, interfaces, other Enhancements, and any Documentation as may be provided Client by Karpel Solutions.

2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

PROSECUTORbyKarpel Implementation Timeline

Deadline	Tasks and deliverables	Days out
	<p>Project Pre-Implementation Meeting is scheduled. Review customer and Karpel commitment for a formalized project plan.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager</p>	120
	<p>Server & PC assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.</p> <p>Assigned resources: Client Project Manager and IT personnel</p>	100
	<p>Pre-implementation meeting with Client Project Manager and System Administrators. Project Team is selected including Karpel Staff and Customer System Administrators. (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview. PbK pre-load configuration is explained, and initial document templates are received. Workflow pre-configuration is conducted.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators</p>	90
	<p>Teleconference status meeting with Karpel and Client Project Manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.</p> <p>Assigned resources: Karpel Project Manager, Client Project Manager and system administrators.</p>	80

	<p>Teleconference status meeting with Karpel and Client Project Manager to review progress and answer additional questions regarding pre-load spreadsheet. Review of timeline to meet scheduled "go live" date.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators</p>	60
	<p>Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.</p> <p>Assigned resources: Karpel Project Manager and Karpel Support Technicians. Client Project Manager and IT.</p>	45
	<p>Online document template conversion review- Client will review converted templates for accuracy and report any inaccuracies to Karpel over the next two weeks.</p> <p>Assigned resources: Karpel Project Manager and document conversion specialist. Client Project Manager and system administrators</p>	40
	<p>The Client Project Manager will provide Karpel with the completed PbK Pre-Load Spreadsheet.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager.</p>	35
	<p>Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum. Training room and equipment are verified.</p> <p>Assigned resources: Karpel Project Manage. Client Project Manager and system administrators</p>	35
	<p>Mock Go-live, System Administrator Training and Final system walkthrough - Karpel will train the System Administrators exactly as the staff will be trained upon go-live. This training includes completed document templates and workflow configuration. Application testing will begin. Client Project Manager will report all inaccuracies to Karpel.</p> <p>Assigned Resources: Karpel Project Manager and assistant trainer. Client Project Manager and system administrators.</p>	30
	<p>Teleconference status meeting with Karpel and Client Project Manager to review timeline to meet scheduled "go live" date.</p> <p>Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.</p>	21

	Complete installation and testing of all workstations by Karpel Solutions or local IT support. Assigned resources: Karpel Project Manager. Client Project manager and IT.	14
	Final teleconference status meeting with Karpel and Client Project Manager to verify training area is prepared for scheduled training. Assigned resources: Karpel Project Manager. Client Project Manager and system administrators.	7
TBD	Training and go live. Karpel Trainers arrive at the training room. Final configuration of PbK is reviewed with all system administrators present. User training begins. Client begins using PbK in a live state.	<u>Go Live</u>

(hereinafter referred to as “the Project Scope/Timeline”).

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. The Project Scope/Timeline may be modified as mutually agreed upon by Client and Karpel Solutions. Changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee as set forth below in “Investment Summary and Pricing.”

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Scope/Timeline listed above into a format that can be utilized by the Software Program(s). However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files, or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

4. CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. The Software Program(s) application access using Karpel Solutions laptops and Client’s network for training and application testing.
 - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the Software Program(s) applications. Failure of Client to provide access to enable support

tool constitutes a material breach of this Agreement and may result in termination of this Agreement.

- c. Physical or remote access to all of Client's applicable workstations so that Karpel Solutions can visually verify and test the setup of each workstation prior to mock go-live.
3. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into the Software Program(s).
 - a. Legacy data (*i.e.*, any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days before the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed in writing otherwise. Legacy data that is provided by Client for data conversion from the legacy system into the Software Program(s) will be destroyed 30 days after Client's Go Live date. As the originator of the legacy data, it will be Client's responsibility to retain legacy data more than 30 days after Go Live if so desired by Client.
 - b. Document templates and a signed Document Template Formatting Agreement must be provided to Karpel Solutions as soon as possible but no later than 90 days before the above go live date. Document templates provided after this date will not be converted unless mutually agreed in writing otherwise.
4. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline
 - iii. Workflow meetings
 - iv. Interface definition meetings and signoff
 - v. Charge language review and approval
 - vi. Document template review and signoff
 - vii. Data conversion review and signoff
5. Sufficient time for all data conversion reviews, if applicable, will include a minimum of:
 - a. Verification and review of ten (10) cases per year for each Client department of any legacy system(s) data during each review.
 - b. Client is responsible for validating their data and code table set up during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible, and an additional fee may be required for the work required to fix the issue.
6. **PASSWORD PROTECTION AND USER REQUIREMENTS.** Access to the Software Program(s) is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Software Program(s). **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the Software Program(s). Only the number of users set forth in the Investment Summary may access the Software Program(s). Client must inform their users that they are subject to, and must comply

with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Software Program(s). Client agrees that Karpel Solutions is not liable for, and Client agrees to hold Karpel Solutions harmless for, any unauthorized access to the Software Program(s), including without limitation, access caused by data destruction and/or failure to protect the login and password information of users.

7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Software Program(s) in accordance with all applicable laws and regulations. Access to the Software Program(s) must be solely for Client's own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software Program(s), source code, algorithms, or underlying ideas of the Software Program(s); (ii) add to, remove from, or otherwise modify the Software Program(s), interfaces, and/or data without the express written consent of Karpel Solutions; (iii) provide, lease, lend, subcontract, sublicense, or re-publish for service bureau or hosting purposes any or all of the Software Program(s); (iv) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software Program(s) or (v) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software Program(s).

8. **SUSPENSION OF ACCESS.** Karpel Solutions reserves the right to immediately suspend access to Software Program(s) without notice and at any time: (i) if Karpel Solutions suspects or has reason to suspect a security or data breach; (ii) if suspension is necessary to protect Karpel Solutions' rights, Client's rights or the rights of a third party; (iii) if Client misuses the Software Program(s); (iv) if Client fails to make any payments as required under this Agreement; and/or (v) if Client otherwise violates this Agreement. Karpel Solutions will provide notice to Client upon suspension of the Software Program(s).

5. INVESTMENT SUMMARY AND PRICING

Karpel Solutions will perform its Services in exchange for payment as set forth below.

Software Products/Licensing	Qty.	Price	Total
DEFENDERbyKarpel	8	\$1,500	\$12,000
Total Software			\$12,000

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$1,500	\$1,500
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	8	\$50	\$400
Total Installation Services			\$2,900

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	4	\$150	\$600

Data Conversion: NONE - Paper files	0	\$7,500		\$0
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	4	\$150		\$600
Document Template Setup, Training and Conversion of Up To 100 Document Templates	1	\$2,500		\$2,500
Total Professional Services				\$3,700

Training Services	Qty.	Price		Total
Go-Live Training (days)	5	\$1,200	1 resource	\$6,000
Total Training Services				\$6,000

Customization Services	Qty.	Price		Total
Interface: NONE	0	\$10,000		\$0
Total Customization Services				\$0

Estimated Travel Expenses **\$2,600**

Total One-Time Costs **\$27,200**

Annual Support Services	Qty.	Price		Total
DEFENDERbyKarpel	8	\$350		\$2,800
Unlimited Discovery	1	\$1,000		\$1,000
Hosted Services (per user/year)	8	\$100		\$800
Total Annual Support Services				\$4,600

Optional Items	Price
JasperSoft Reporting Module	\$1,000
<i>JasperSoft Reporting Module Annual Support</i>	\$5,000
<i>JasperSoft Reporting Module Training (minimum)</i>	\$600
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Additional Storage After Included 2TB (per terabyte, per year)	\$500
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate Software Program(s) Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate IEPD (i.e., require a new schema to be designed or database modification) will require Karpel Solutions

and Client review before approval of both design and potential additional development and maintenance costs.

2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase two (2).

PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH ARE NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY BY THE OTHER VENDOR(S). CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate the Software Program(s). Such expenses are solely Client's responsibility.
5. Changes to the Project Scope/Timeline will impact and affect other work of Karpel Solutions and other clients and will result in an increased financial burden to Karpel Solutions which may be difficult to ascertain or estimate. Accordingly, any changes to the Project Scope/Timeline after execution of this Agreement may result in an additional fee in the amount of 10% of the total cost for the project to account for the additional time and expenses that will be incurred by Karpel Solutions in order to accommodate any such changes. In addition, travel expenses as outlined in the Investment Summary will no longer be applicable, and any such expenses will be charged to Client at the actual cost incurred by Karpel Solutions.
6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of the Software Program(s). If Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to Client's bill at the rate(s) set forth in the Investment Summary. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
8. Client agrees to pay Karpel Solutions for any materials purchased for Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out-of-town travel expenses, such as automobile/airline travel, hotel, meals, and ground transportation.

9. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
10. Upon termination of this Agreement, whether by Client, Karpel, or mutual agreement of the parties, Client agrees to pay to Karpel Solutions a data collection fee in the amount of \$1,000 to compensate Karpel Solutions for its time and services required in connection with the return of Client Content and Confidential Information upon termination of this Agreement.

5.1 Payment Terms

50% of the Software Program(s) User Licenses is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Software Program(s) and initial training provided to Client by Karpel Solutions. The Software Program(s) User License deposit is non-refundable, including, but not limited to, in the event that this Agreement is later terminated by Client for any reason.

Annual fees for the Agreement will begin upon Client's go-live month and will be due and payable on the first of the month each year thereafter, unless Karpel Solutions or Client gives notice as set forth herein of intent not to renew or otherwise terminates this Agreement as set forth in "Termination" below.

TERM. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one (1) year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions, though Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

SUSPENSION OR TERMINATION OF SERVICES FOR NON-PAYMENT. In the event that Client fails to pay any amounts due and such non-payment continues for a period of ninety (90) days, Karpel Solutions may suspend Services hereunder until full payment is received and/or may terminate this Agreement for non-payment, in addition to, and without limitation to, exercising any other rights or remedies which may exist under the law.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law. Client agrees to pay any and all costs of collection incurred by Karpel Solutions, including, but not limited to, any attorneys' fees incurred by Karpel Solutions, with respect to any past due balance(s) on Client's account.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at Client's discretion. Client's license to use the Software Program(s) is not dependent upon Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the Software Program(s), unless the updates are purchased by Client. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the Software Program(s) as they become available during the terms of the Agreement. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g., software updates, general program enhancements and technical support) for all Software Program(s) provided, including ongoing unlimited telephone technical support problem determination and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of errors in the Software Program(s) and the implementation of all of the Software Program(s) changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live, allowing Karpel Solutions to provide the needed support to meet the service level agreement.

6.1.4 RESPONSE TIMES

Karpel Solutions will be responsive and timely to technical support calls/inquires made by Client. Client will first make support inquires through their qualified system administrators to assure the policies and business practices of Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available with respect to a reported issue, Karpel Solutions will not provide technical support for any such reported issues.*

Severity Level 1 shall be defined as urgent situations, when Client's production system is down and Client is unable to use the Software Program(s), Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by Client.

Severity Level 2 shall be defined as critical Software Program(s) system component(s) that have significant outages and/or failure precluding successful operation, and possibly endangering the customer's environment. The Software Program(s) may operate but are severely restricted. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by Client.

Severity Level 3 shall be defined as a minor problem that exists with the Software Program(s) but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software Program(s), unless otherwise authorized in writing by Client.

General Assistance: For general Software Program(s) support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept Client's call for assistance at the time Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software Program(s) in a consistent and reliable manner. Karpel Solutions will provide the Software Program(s) to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance including, but not limited to, preventative, or emergency maintenance of the Software Program(s). Client understands that scheduled maintenance may affect availability of the Software Program(s). If scheduled maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Software Program(s), Karpel Solutions will use its best efforts to maintain consistent, regular, and validated backup of Client Content and

Confidential Information imported into the Software Program(s) in accordance with the Microsoft Azure government cloud network's policies and procedures. Upon written request, Karpel Solutions will make available to Client a copy of the current Microsoft Azure retention and backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content and Confidential Information maintained in the Software Program(s). Karpel Solutions will maintain the Software Program(s) in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform security audits of the Software Program(s) in accordance with the Microsoft Azure government cloud policies and procedures to protect the integrity and security of the Software Program(s).

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Software Program(s) is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Software Program(s), Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all rights, title, and interests in and to the Software Program(s) and any related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software Program(s) will become the property of Karpel Solutions, and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software Program(s) on the terms and conditions set forth in this Agreement.

CLIENT OWNERSHIP: Client retains all rights, title, and interests in and to Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify Client Content solely to the extent necessary and for the sole purposes of providing access to the Software Program(s) or otherwise complying with its obligations under this Agreement.

COPYRIGHT. Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.

8. LICENSE TERMS AND USE

The Software Programs are proprietary products of Karpel Solutions. They are licensed (not sold) and are licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use the Software Program(s) solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client

may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent, which may be withheld by Karpel Solutions in its sole and absolute discretion. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated Documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software Program(s). A separate license of the Software Program(s) is required for each authorized user or employee. Each license of the Software Program(s) may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor by more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined).

Client agrees to allow Karpel Solutions to audit Client's use of the Software Program(s) and licenses of the Software Program(s) at any time. Client will cooperate with respect to the audit, including providing access to any books, computers, records, or other information that relate to the use of the Software Program(s). Such audit will not unreasonably interfere with Client's activities.

In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the Software Program(s), Karpel Solutions shall be entitled to, and Client must pay to Karpel Solutions, the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training for the unauthorized user(s) associated with each violation, and Client will also reimburse Karpel Solutions for the reasonable cost of the audit, in addition to any other remedies to which Karpel Solutions may be entitled under the law.

3. This license does not transfer any rights to Software Program(s) source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. Client may not use, copy, modify, or transfer the Software Program(s) or Documentation, in whole or in part, except as expressly provided herein. The Software Program(s) and the Documentation are protected by copyright and trade secret laws. Karpel Solutions retains all rights in any copy, derivative or modification to the Software Program(s) and Documentation no matter by whom made. The Software Program(s) are licensed for single installations of one full time employee or two part-time employees as set forth above. A separate license is required for each installation of the Software Program(s). Client shall not provide or disclose or otherwise make available the Software Program(s) or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and/or distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. The Software Program(s) were developed exclusively at private expense and are Karpel Solutions' trade secrets. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software Program(s) and Documentation shall be considered exempt from disclosure. The Software Program(s) are "commercial computer software" subject

to limited utilization "Restricted Rights." The Software Program(s), including all copies, are and shall remain proprietary to Karpel Solutions. In the event that a third party seeks to compel disclosure and/or production of the Software Program(s) or Documentation by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.

6. Public Agency Participation (APPLICABLE TO PUBLIC AGENCY CLIENTS ONLY): Other public agencies may utilize the terms and conditions established by this Agreement. "Public agency," for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Kendall County, IL is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Karpel Solutions. Kendall County, IL does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Software Program(s) and Services in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules, and regulations. Karpel Solutions warrants it will provide access to and use of the Software Program(s) in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Software Program(s) or Services are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth below.

Karpel Solutions makes no warranties, express or implied, as to any third-party software or as to Karpel Solutions' ability to support such software on an on-going basis. Karpel Solutions also makes no warranties, express or implied, as to the quality of or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by Client.

2. INTERNET: Karpel Solutions makes the Software Program(s) available to Client through the Internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Software Program(s). Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions, or unavailability of the Software Program(s) attributable to problems with the Internet or the configuration of Client's computer systems or network.

3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Software Program(s) based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Software Program(s) based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from: (i) Client's failure to use any new or corrected versions of the Software Program(s) made available, (ii) use of the Software Program(s) by Client for any purpose and/or in any manner other than that authorized in this Agreement, (iii) use of the Software Program(s) in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software Program(s), (iv) misuse of the Software Program(s) by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification or alteration of the Software Program(s) not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT: (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SOFTWARE PROGRAM(S) WILL BE CONTINUOUS, ERROR-FREE, OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE PROGRAM(S) WILL BE ACCURATE, COMPLETE, OR ERROR-FREE, OR (iii) THAT THE SOFTWARE PROGRAM(S) WILL MEET CLIENT'S NEEDS.
6. EXCLUSIVE REMEDIES: If the Software Program(s) provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty above, Karpel Solutions' sole obligation shall be to correct or modify the Software Program(s) at no additional charge to Client. If Karpel Solutions is unable to correct or modify the Software Program(s) to the satisfaction of Client, Client's sole remedy will be to terminate this Agreement by written notice to Karpel Solutions and receive a refund of any fees pre-paid, if any, for the pro rata remainder of the then-effective term of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO CLIENT SHALL BE LIMITED TO THE LESSER OF: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S),**

OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE THIRTY (30) DAY PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT AGREES THAT CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS, AND CLIENT AGREES TO LOOK EXCLUSIVELY TO SUCH INSURANCE PROCEEDS IN FULL SATISFACTION OF SUCH CLAIM(S).

11. TERMINATION

TERMINATION BY CLIENT: In the event that Client believes that Karpel Solutions has failed to perform or materially breached this Agreement, Client shall provide thirty (30) days' written notice to Karpel Solutions of Client's intent to terminate this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If the alleged failure or breach cannot be cured within thirty (30) days, but Karpel Solutions has initiated good-faith efforts to cure the breach within the thirty (30) day period, the cure period shall be extended for a reasonable period of time so as to allow Karpel Solutions to complete the cure of the alleged failure or breach. If at the end of the cure period Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement by providing written notice of termination.

TERMINATION BY KARPEL SOLUTIONS: Karpel Solutions may terminate this Agreement on thirty (30) days' written notice to Client for any reason, including, but not limited to, in the event that Client has failed to perform under or materially breaches this Agreement. Failure to timely pay all amounts due and owing and failure to reasonably cooperate with Karpel Solutions in connection with the Services, among other things, shall constitute material breaches of this Agreement.

TERMINATION FOR INSOLVENCY. Either party may immediately terminate this Agreement by providing written notice of termination in the event the other party: (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER TERMINATION OR EXPIRATION: Upon termination or expiration of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Software Program(s), and each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Software Program(s) provided under this Agreement.

FINAL PAYMENT. In addition to the Data Collection Fee set forth in the Investment Summary due and payable to Karpel Solutions upon termination or expiration of this Agreement, Client shall also be responsible for and shall pay any and all fees earned by Karpel Solutions prior to termination or expiration for all work and services performed and/or expenses incurred by Karpel Solutions under this Agreement prior to termination or expiration. Karpel Solutions will send an invoice to Client with respect to these

amounts, and final payment of all amounts due by Client to Karpel Solutions must be paid within thirty (30) days of that invoice. Past due accounts will be charged interest at the rate of one and one-half percent (1.5%) per month, or at the maximum rate allowable by law. Client also agrees to pay any costs of collection, including reasonable attorneys' fees, incurred by Karpel Solutions in connection with this Agreement.

12. NON-SOLICITATION AND CONFIDENTIALITY OBLIGATIONS

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES. Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising, and training its employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance and has the potential to hire Karpel Solutions' employees away from Karpel Solutions. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services to others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years after expiration or termination of this Agreement by either party for any reason, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by Karpel Solutions at the time of the solicitation, attempted solicitation, and/or hire or who were employed or engaged by Karpel Solutions within the two (2) year period prior to expiration or termination of this Agreement.

CONFIDENTIALITY. Neither party shall disclose or use any Confidential Information of the other party, except as otherwise set forth in or permitted by this Agreement.

PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with the Software Program(s) may be confidential Personally Identifiable Information of third parties. The parties shall use their best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client agrees that Karpel Solutions is not liable, and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused in whole or in part by Client's own negligence, misconduct, or fault.

DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested should the disclosing party wish to seek such a protective order.

SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client hereunder.

INJUNCTIVE RELIEF. The parties acknowledge that any breach of the non-solicitation and/or confidentiality obligations of this Agreement will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction,

specific performance, criminal prosecution, or other equitable relief which may be available to the non-breaching party without prejudice to any other rights and remedies.

13. MISCELLANEOUS

NOTICES. Any notices provided under this Agreement will be in writing and will be deemed to have been properly given if delivered personally or if sent by: (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by certified or registered mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeff Karpel
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to any conflict of laws provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and/or forum *non conveniens* in such court(s).

ACCEPTANCE TERM. The proposal attached to this Agreement is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.

MODIFICATION AND WAIVER. Any modifications to this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than one made in an explicit written waiver by an Authorized Representative. No waiver of any breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement, whether similar in nature or not.

ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Client, Karpel Solutions, and Karpel Solutions' successors and assigns. Client may not assign or otherwise transfer Client's rights and/or obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and/or transfer this Agreement and/or Karpel Solutions' rights and obligations under this Agreement at any time, and Client's consent to such assignment or transfer is not needed.

FORCE MAJEURE. Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason

of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage, pandemic, epidemic, or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.

INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the party's prior written authorization, approval, and consent. Each party shall be responsible for its own conduct and for that of its employees and designated agents with respect to performance and/or non-performance under this Agreement. The parties agree to reasonably cooperate with each other with respect to any third-party claims which may arise from any party's performance and/or non-performance under this Agreement.

SOFTWARE ANOMALIES. New commercial software releases or upgrades, and any hardware and/or software owned by or licensed to Client, used in connection with the Software Program(s) may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services hereunder if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' fees for the Services at the rates stated in the Agreement whether or not a successful solution to such anomalies or issues is achieved.

CLIENT ENVIRONMENT. Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans with respect to Client's own information technology environment; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for loss of data in the Software Program(s) or security breaches that result in unauthorized dissemination of data contained in the Software Program(s) that are the result of Client's own actions, including, but not limited to, Client not following appropriate operating procedures, security and protective measures, and/or adequate backup contingency plans.

ELECTRONIC DOCUMENTS. Client and Karpel Solutions may communicate by electronic means, including, but not limited to, facsimile documents and email. Both parties agree that a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity, an electronic document that contains a signature or USERID is a signed writing, and an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.

SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

MARKETING. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions. Provided Karpel Solutions is not in violation of

the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement constitutes the entire agreement between the parties, superseding all prior written and oral agreements. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Kendall County, IL

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Mailing Contact:

Mailing Address: _____

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address: _____

Tax Exempt? No Yes *If yes, please attach copy of tax exempt certificate*

Client Project Manager Contact:

Phone Number: _____

Email Address: _____

Client Decision Making Attorney for Project:

Phone Number: _____

Email Address: _____

Project IT Contact:

Phone Number: _____

Email Address: _____



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-515818-45280.659ED

Issued: 12/20/2023

Quote Expiration: 12/29/2023

Estimated Contract Start Date: 01/01/2024

Account Number: 547047

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Kendall County Public Defender Office 807 W John St Yorkville, IL 60560-9249 USA	Kendall County (IL) Public Defender Office 807 W John St Yorkville IL 60560-9249 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Erin Dallas Phone: Email: edallas@axon.com Fax:	Miranda Fraisl Phone: 630-553-4215 Email: mfraisl@kendallcountyil.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$51,475.20
ESTIMATED TOTAL W/ TAX	\$51,475.20

Discount Summary

Average Savings Per Year	\$10,536.88
TOTAL SAVINGS	\$52,684.40

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$9,503.71	\$0.00	\$9,503.71
Jan 2025	\$9,883.87	\$0.00	\$9,883.87
Jan 2026	\$10,279.22	\$0.00	\$10,279.22
Jan 2027	\$10,690.39	\$0.00	\$10,690.39
Jan 2028	\$11,118.01	\$0.00	\$11,118.01
Total	\$51,475.20	\$0.00	\$51,475.20

Quote Unbundled Price: \$104,159.60
 Quote List Price: \$54,225.20
 Quote Subtotal: \$51,475.20

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									
AttorneyPrem	Justica Premier	8	60	\$211.27	\$107.24	\$107.24	\$51,475.20	\$0.00	\$51,475.20
A la Carte Services									
100490	JUSTICE STARTER	1			\$2,750.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$51,475.20	\$0.00	\$51,475.20

Delivery Schedule

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Justice Premier	100185	UNLIMITED 3RD-PARTY STORAGE	8	01/01/2024	12/31/2028
Justice Premier	100626	INVESTIGATE PRO LICENSE	8	01/01/2024	12/31/2028
Justice Premier	73478	REDACTION ASSISTANT USER LICENSE	8	01/01/2024	12/31/2028
Justice Premier	73618	AXON COMMUNITY REQUEST+ LICENSE	8	01/01/2024	12/31/2028
Justice Premier	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	8	01/01/2024	12/31/2028
Justice Premier	73838	PROSECUTOR PROFESSIONAL ACCESS LICENSE	8	01/01/2024	12/31/2028
Justice Premier	85762	AUTO-TRANSCRIBE JUSTICE ACCESS SERVICE	8	01/01/2024	12/31/2028
Justice Premier	85767	DISCOVERY MODULE ACCESS SERVICE	8	01/01/2024	12/31/2028

Services

Bundle	Item	Description	QTY
Justice Premier	100336	INVESTIGATE OPERATOR TRAINING	1
Justice Premier	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	8
A la Carte	100490	JUSTICE STARTER	1

Payment Details

Jan 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 1	AttorneyPrem	Justice Premier	8	\$9,503.71	\$0.00	\$9,503.71
Total				\$9,503.71	\$0.00	\$9,503.71

Jan 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 2	AttorneyPrem	Justice Premier	8	\$9,883.87	\$0.00	\$9,883.87
Total				\$9,883.87	\$0.00	\$9,883.87

Jan 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 3	AttorneyPrem	Justice Premier	8	\$10,279.22	\$0.00	\$10,279.22
Total				\$10,279.22	\$0.00	\$10,279.22

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 4	AttorneyPrem	Justice Premier	8	\$10,690.39	\$0.00	\$10,690.39
Total				\$10,690.39	\$0.00	\$10,690.39

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100490	JUSTICE STARTER	1	\$0.00	\$0.00	\$0.00
Year 5	AttorneyPrem	Justice Premier	8	\$11,118.01	\$0.00	\$11,118.01
Total				\$11,118.01	\$0.00	\$11,118.01

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 www.axon.com/legal/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

12/20/2023



This Axon Evidence Justice Services Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency on the Quote ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement, or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon services detailed in the Quote Appendix ("**Quote**"). The Parties agree as follows:

- 1 **Term.** The Axon Evidence Justice Services subscription will begin on the Effective Date and continues until all subscriptions hereunder have expired or been terminated ("**Term**").
 - 2 **Definitions.**

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, 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.

"**Axon Device Data**" data uploaded to Evidence.com from Axon devices including body worn cameras, Fleet cameras, Interview Room cameras, or Axon Capture.

"**Axon Evidence**" means Axon's web services for Evidence.com, and interactions between Evidence.com and or Axon client software. This excludes third-party applications or my.evidence.com.

"**Agency Content**" is data uploaded into, ingested by, or created in Axon Evidence within Agency's tenant. Agency Content includes Evidence but excludes Non-Content Data.

"**Quote**" is only valid for services on the quote at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void.
 - 3 **Storage.** Agency may store unlimited Axon Device Data in Agency's Axon Evidence account if the Axon Device Data is shared to Agency through Axon Evidence from a partner agency using Axon Evidence. If Agency is not purchasing an unlimited storage plan, Agency may purchase ala carte storage for other data.
 - 4 **Payment.** In the event Agency purchases services from Axon, payment is due net thirty (30) days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law. Agency is responsible for sales and other taxes associated with the order, unless Agency provides Axon a valid tax exemption certificate.
 - 5 **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
 - 6 **Indemnification.** Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.
- To the extent permitted by law, Axon disclaims all warranties, remedies, and conditions, whether oral, written, statutory, or implied. 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 Axon Evidence Justice Service will not exceed the amount paid for such services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, 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 **IP Rights.** Axon owns and reserves all right, title, and interest in Axon products and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

- 8 **IP Indemnification.** Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Evidence infringes or misappropriates the third party's intellectual property rights. Agency 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 Evidence by Agency or a third party not approved by Axon; (b) use of Axon Evidence in combination with hardware or services not approved by Axon; or (c) use of Axon Evidence other than as permitted in this Agreement.
- 9 **Termination.**
- 9.1 **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 at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the date of notice of termination.
- 9.2 **By Agency.** Agency is obligated to pay any applicable fees under this Agreement. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable. The date of such termination will be the date Axon receives notice from Agency. This Agreement may also be terminated by Agency upon written notice delivered to Axon at least ninety (90) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.
- 9.3 **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate, and Agency remains responsible for all fees incurred prior to the date of termination.
- 9.4 **By Axon.** If the Agency is using an Axon Evidence instance that has been provided a no charge to the Agency, Axon may terminate this Agreement for its convenience by providing ninety (90) days prior written notice.
- 10 **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. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
- 11 **General.**
- 11.1 **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 11.2 **Independent Contractors.** The Parties are independent contractors. Neither Party has authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Agency, fiduciary, or employment relationship between the Parties.
- 11.3 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 11.4 **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.
- 11.5 **Export Compliance.** Each Party will comply with all import and export control laws and regulations.



- 11.6 **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.
- 11.7 **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 11.8 **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.
- 11.9 **Survival.** The following sections will survive termination: Indemnification, IP Rights, Axon’s Cloud Services Appendix, and, Storage.
- 11.10 **Governing Law.** The laws of the state where Agency 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.
- 11.11 **Notices.** All notices must be in English. Notices posted on Agency’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 Prosecutor 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.
- 11.12 **Entire Agreement.** This Agreement 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 representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.,

Agency

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.
 - 1.2. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - 1.3. **"Non-Content Data"** is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.
 - 1.4. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
2. **Access.** Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.
 3. **Agency Owns Agency Content.** Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency 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 Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.
 5. **Agency Responsibilities.** Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.
 - 5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.
 - 5.2. To the extent Agency 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.** Agency'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>. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or

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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 3 Wi-Fi Positioning.** Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.
9. **Location of Storage.** Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.
10. **Suspension.** Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.
11. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services. 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>.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.
 - 12.1. 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 bundle, upon completion of the OSP 7 Term ("**Axon Records Subscription**")
 - 12.2. 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.
 - 12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled

offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

- 12.4. Users of Axon Records at the Agency 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 Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.
13. **Axon Cloud Services Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:
- 13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - 13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
 - 13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - 13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - 13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
 - 13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
14. **After Termination.** Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.
15. **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
16. **U.S. Government Rights.** If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.
17. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "ACEIP Content"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("Privacy Preserving Technique(s)"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("New Use Case").
 - 2.2. **Expiration of ACEIP Tier 1.** Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the professional services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Agency 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 Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

<p>System set up and configuration</p> <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access • One on-site session included
<p>Dock configuration</p> <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
<p>Best practice implementation planning session</p> <ul style="list-style-type: none"> • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
<p>System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence</p>
<p>Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations</p>
<p>Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies</p>
<p>End user go-live training and support sessions</p> <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
<p>Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide</p>
<p>Post go-live review</p>

3. **Out of Scope Services.** Axon is only responsible for the performance of the professional services described in the Quote and this Appendix. 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.
4. **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 Agency travel time by Axon personnel to Agency premises as work hours.
5. **Access Computer Systems to Perform Services.** Agency authorizes Axon to access relevant Agency 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 Agency. Agency 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 Agency.
6. **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 Agency or Axon), Agency 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, Agency 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 Agency when Axon generally releases it.
7. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency 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, Axon will deem Agency to have accepted the professional services.
8. **Agency Network.** For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Add-on Services Appendix

This Appendix applies to Axon Citizen for Communities, Axon Redaction Assistant, and Axon Performance.

- 1 **Subscription Term.** If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as part of OSP 7, the subscription begins on the later of the (1) start date of the OSP 7 Term, or (2) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor.

If Prosecutor purchases Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Citizen for Communities, Axon Redaction Assistant, or Axon Performance to Prosecutor, or (2) first day of the month following the Effective Date.

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

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

Axon Auto-Transcribe Appendix

This Appendix applies to Axon Auto-Transcribe.

- 1) **Subscription Term.** If Prosecutor purchases Axon Auto-Transcribe as part of a bundle or Axon Evidence subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Evidence license term, or (2) date Axon provisions Axon Auto-Transcribe to Prosecutor. If Prosecutor purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Prosecutor.

Axon Auto-Transcribe minutes expire one year after being provisioned to Prosecutor by Axon.

If Prosecutor cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

- 2) **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Prosecutor a set number of minutes, Prosecutor may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Prosecutor will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Prosecutor additional fees for exceeding the number of purchased minutes.
- 3) **Axon Auto-Transcribe On-Demand.** Upon Axon granting Prosecutor an On-Demand subscription to Axon Auto-Transcribe, Prosecutor may utilize Axon Auto-Transcribe with no limit on the number of minutes. The scope of Axon Auto-Transcribe On-Demand is to assist Prosecutor with reviewing and transcribing individual evidence items. In the event Prosecutor uses Axon Auto-Transcribe On-Demand outside this scope, Axon may initiate good-faith discussions with Prosecutor on upgrading Prosecutor's Axon Auto-Transcribe On-Demand to better meet Prosecutor's needs.
- 4) **Warranty.** Axon does not warrant the accuracy of Axon Auto-Transcribe.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions.**

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

2. **Purpose and License.**

- 2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.
- 2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.
- 2.3. Axon reserves the right to set limitations on Agency'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.** Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency 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. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities.** When using API Service, Agency and its end users may not:

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

5. **API Content.** All content related to API Service, other than Agency Content or Agency'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 Agency 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 Agency 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**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency 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.