

**Anderson County Board of Commissioners
Purchasing Committee Meeting Agenda
January 11, 2024
4:30 p.m.
Room 312 of the Courthouse**

Members: Phil Yager (Committee Chair), Tyler Mayes, Denise Palmer, Aaron Wells and Steve Verran.

A. Contracts Approved by Law Director

B. Contracts Pending Law Director Approval

1. **Chris Ayers, EMS, Contract #24-0073** – Agreement to provide EMS employee tuition in the amount of \$2,500 for the AEMT Course with the conditions that the employee passes the course, obtains his AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
2. **Tori Metzger, EMS, Contract #24-0074** – Agreement to provide EMS employee tuition in the amount of \$2,500 for the AEMT Course with the conditions that the employee passes the course, obtains her AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
3. **Amber Dalton, EMS, Contract #24-0075** – Agreement to provide EMS employee tuition in the amount of \$2,500 for the AEMT Course with the conditions that the employee passes the course, obtains her AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
4. **Kevin Lombardo, EMS, Contract #24-0076** – Agreement to provide EMS employee tuition in the amount of \$2,500 for the AEMT Course with the conditions that the employee passes the course, obtains his AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.
5. **Chase Anderson, EMS, Contract #24-0077** – Agreement to provide EMS employee tuition in the amount of \$2,500 for the AEMT Course with the conditions that the employee passes the course, obtains his AEMT license within four months after course completion and remains employed full-time with EMS for one-year after obtaining license.

6. **Enterprise Fleet Management, EMS, Contract #24-0088** – Sixty-month agreement to lease four vehicles (three Expeditions and one F-250). Base Price from State Wide Contract. Interest rate matched lowest interest rate from local banks.
7. **Proactive MD MI, PLLC, Board of Trustees, Contract #24-0090** – Three-year contract with renewal terms for On-Site Clinic. Selection based on competitive Request for Proposals.
8. **Axon Enterprises, Sheriff, Contract #24-0091** – Purchase of fifty-five taser weapons for \$128,600 with four-year warranty agreement for \$2,599 per year. Sole Source Purchase. Public Notice posted on Vendor Registry for ten business days.

C. Other Business

Informational Only – Sold Capital Assets

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2009 Ford Explorer	EMS	Inoperable, must be towed	\$500	\$1075
2003 Ford E350 Ambulance	EMS	Working, needs battery	\$1000	\$3762.50
2015 Chevy 3500 HD	EMS	Working	\$1000	\$8922.50
2009 Chevy Impala	EMS	Inoperable, must be towed	\$300	\$725.62

D. New Business

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on 12/18/23 by and between,
Chris Ayers (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about February 06th, 2024 and ending on/or about May 16th, 2024.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,500.

Section 2: Repayment Event. Upon the occurrence of any of the following events ("Repayment Event"): Repayment will be completed within 12 months of a Repayment Event

- a. Employment of the Employee at ACEMS terminates prior to the completion of the one (1) year period, including resignation by Employee, or dismissal by Employer with or without cause; or
- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

Section 11: Waiver. A failure of any Party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

Section 12: Entire Agreement. This Agreement sets forth the entire understanding of the Parties as to the subject matter and may not be modified except in a writing executed by all Parties.

Section 13: Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Section 15: Exhibits. Any Exhibits attached hereto or incorporated herein are made a part of this Agreement for all purposes. The expression "this Agreement" means the body of this Agreement and the Exhibits.

Section 16: Multiple Counterparts; Effectiveness. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement. This Agreement shall become effective when executed and delivered by all the Parties.

Section 17: Jurisdiction. Each Party hereby irrevocably consents to the jurisdiction of all state courts sitting in Anderson County, Tennessee or all federal courts sitting in Knoxville, Tennessee and agrees that venue for any legal action brought in connection with this Agreement shall lie exclusively in such courts.

Section 18: Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and upon their respective successors, heirs, or assigns.

Section 19: Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee.

Section 20: Notice. Any notice required or provided pursuant to this Agreement shall be in writing and sent or delivered to the Parties.

Section 21: Titles and Subtitles. Titles of paragraphs and subparagraphs are for convenient reference only and shall not have the effect of modifying, amending, or changing the express terms of this Agreement.

Section 22: Assignment. This Agreement is not assignable.

Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature

Christopher Ryan Ayers
Print Full Name

Date: 12/18/23

Address: 502 Douglas LN

Clinton TN 37716

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 12/18/23

Approved as to Form:

County Law Director

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on 12-18-2023 by and between,
Tori Metzger (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about February 06th, 2024 and ending on/or about May 16th, 2024.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,500.

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- a. Employment of the Employee at ACEMS terminates prior to the completion of the one (1) year period, including resignation by Employee, or dismissal by Employer with or without cause; or
- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

Section 3: Set-Off. The Employee authorizes and directs ACEMS to set-off any and all amounts owing to ACEMS under this Agreement against any amount owing ACEMS to the Employee, including but not limited to salary, wages, vacation pay, etc.

Section 4: Indemnity. The Employee hereby indemnifies and saves harmless ACEMS from and against any and all suits, claims, actions, damages and other losses which ACEMS suffers or incurs as a result of any governmental taxing authority assessing the reimbursement of the Tuition Payments hereunder as a benefit to the Employee.

Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future

financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

Section 10: No Oral Modification. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the Parties hereto unless made in writing and duly signed by all the parties.

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Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:

Tori Metzger
Signature

Tori Metzger
Print Full Name

Date: 12-18-2023

Address: 155 Robbins Rd

Maynardville TN
37807

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 12/18/23

Approved as to Form:

County Law Director

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on 12/18/2023 by and between,
Amber Dalton (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about February 06th, 2024 and ending on/or about May 16th, 2024.

Witnesseth:

Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,500.

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- b. Employee moves from full-time to part-time or seasonal status for any length of time prior to the one (1) year period ending.
- c. Employee fails the AEMT class.
- d. Employee does not obtain their AEMT licensure/certificate within four (4) months of completing the AEMT course.

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Section 8: Release. Employee hereby agrees to release and hold County harmless from and against any and all claims, lawsuits, or the like associated with County's performance of this agreement, or as it relates to the past, present, or future

financial condition of the County or the performance of Employee's services under this Agreement.

Section 9: Default. In the event of default by the Employee hereto, the County may bring suit against the Employee to enforce the terms of this Agreement. In such event, the prevailing party shall be entitled to recover any remedies available at law and/or equity including reasonable attorney's fees and costs associated with the default.

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For Employee:

Omey Dault

Signature

Amber Dalton

Print Full Name

Date: 12/18/23

Address: 213 Mill Rd
Warburg, TN 37887

For Anderson County:

Nathan Sweet

Nathan Sweet, Director of Emergency
Medical Services

Date: 12/18/23

Approved as to Form:

County Law Director

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on 12/20/23 by and between,
Kevin Lombardo (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about February 06, 2024 and ending on/or about May , 2024.

Witnesseth:

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Section 23: Further Documentation. The Parties agree for themselves to execute any and all instruments in writing, which are or may become necessary or proper to carry out the employment relationship, purpose and intent of this Agreement.

For Employee:


Signature

Kevin Lombardo
Print Full Name

Date: 12/20/23

Address: 631 Simburia Heights Rd

Knoxville, TN 37920

For Anderson County:


Nathan Sweet, Director of Emergency
Medical Services

Date: 12/21/23

Approved as to Form:

County Law Director

Anderson County Government Employee AEMT Class Agreement

This Agreement is made on 12/27/2023 by and between,
Chase Anderson (Employee) and Anderson County Emergency Medical Services (ACEMS).

Where as Employee is an employee of ACEMS, and in order to enhance the skills of the Employee, the Employee has applied for and has been accepted into the AEMT (Course of Study) at Anderson County EMS (Program) beginning on/or about February 06th, 2024 and ending on/or about May 16th, 2024.

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Section 1: Course Cost Coverage. ACEMS agrees to cover the total fees for the Course, as long as the Employee is actively employed in a full-time capacity for a period of no less than one (1) year after obtaining licensure/certificate as an AEMT from the State of Tennessee. (ACEMS will not pay for testing fees, which are considered a separate cost from the class requirements). The course fee total is \$2,500.

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For Employee:

William Chase Anderson
Signature

William Chase Anderson
Print Full Name

Date: 12/27/2023

Address: 141 Patti

Lane Powell,
Tennessee 37849

For Anderson County:

Nathan Sweet
Nathan Sweet, Director of Emergency
Medical Services

Date: 12/18/23

Approved as to Form:

County Law Director



MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. **LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. **TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

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(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration

Coverage

Connecticut, Massachusetts, Maine, New Hampshire, New Jersey,
New York, Pennsylvania, Rhode Island, and Vermont

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage
per accident - No Deductible

Florida

\$500,000 Combined Single Limit Bodily Injury and Property Damage per
accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000
Per Accident and \$50,000 Property Damage per accident (100/300/50)
- No Deductible

All Other States

\$300,000 Combined Single Limit Bodily Injury and Property Damage Per
Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000
Per Accident and \$50,000 Property Damage Per Accident (100/300/50)
- No Deductible

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(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

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of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. **NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
	By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____	Date Signed: _____

Initials: EFM_____ Customer_____

Prepared For: Anderson County, Tennessee

Date 11/28/2023
AE/AM NC

Unit #

Year 2024 Make Ford Model F-250

Series XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW

Vehicle Order Type In-Stock Term 60 State TN Customer# 568553

\$ 45,003.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State <u>TN</u>
\$ 36.25 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 0.00	Other: Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 45,003.00 Total Capitalized Amount (Delivered Price)

\$ 607.54 Depreciation Reserve @ 1.3500%

\$ 257.12 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)² **Effective interest rate after delivery is 5.39%**

\$ 864.66 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

Comp/Coll Deductible 0 / 0

\$ 0.00 Full Maintenance Program³ Contract Miles 0

OverMileage Charge \$ 0.00 Per Mile

Incl: # Brake Sets (1 set = 1 Axle) 0

Tires 0

Loaner Vehicle Not Included

\$ 0.00 Additional Services SubTotal

\$ 0.00 Sales Tax 7.0000% State TN

\$ 864.66 Total Monthly Rental Including Additional Services

\$ 8,550.60 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Anderson County, Tennessee

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**VEHICLE INFORMATION:**

2024 Ford F-250 XL 4x4 SD Crew Cab 8 ft. box 176 in. WB SRW - US

Series ID: W2B

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$49,181	\$51,770.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,995.00	\$1,995.00
Total Price	\$51,176.00	\$53,765.00

SELECTED COLOR:

Exterior: Z1-(0 P) Oxford White

Interior: AS-(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
176WB	176" Wheelbase	STD	STD
425	50-State Emissions System	STD	STD
44F	Transmission: TorqShift-G 10-Speed Automatic	Included	Included
587	Radio: AM/FM Stereo w/MP3 Player	Included	Included
600A	Order Code 600A	NC	NC
64A	Wheels: 17" Argent Painted Steel	Included	Included
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas	Included	Included
A	HD Vinyl 40/20/40 Split Bench Seat	Included	Included
AS_03	(0 I) Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 10,000 lb Payload Package	Included	Included
SYNC4	SYNC 4	Included	Included
TD8	Tires: LT245/75Rx17E BSW A/S	Included	Included
WARANT	Fleet Customer Powertrain Limited Warranty	NC	NC
X37	3.73 Axle Ratio	Included	Included
Z1_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

24-0088

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: tailgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors with turn signal indicator
Convex Driver Mirror: convex driver and passenger mirror
Mirror Type: manual extendable trailer mirrors
Door Handles: black
Front And Rear Bumpers: black front and rear bumpers with black rub strip
Rear Step Bumper: rear step bumper
Front Tow Hooks: 2 front tow hooks
Box Style: regular
Body Material: aluminum body material
: class V trailering with harness, hitch, brake controller
Grille: black grille

Convenience Features:

Air Conditioning: manual air conditioning
Air Filter: air filter
Cruise Control: cruise control with steering wheel controls
Power Windows: power windows with driver and passenger 1-touch down
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Emergency SOS: SYNC 4 911 Assist emergency communication system
Front Cupholder: front and rear cupholders
Overhead Console: full overhead console with storage
Glove Box: illuminated locking glove box
Dashboard Storage: dashboard storage
IP Storage: covered bin instrument-panel storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 2 12V DC power outlets

Entertainment Features:

radio: AM/FM stereo with seek-scan
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 4 speakers
Internet Access: FordPass Connect 5G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: fixed antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite halogen headlamps
Cab Clearance Lights: cargo bed light
Front Wipers: variable intermittent wipers
Tinted Windows: light-tinted windows
Dome Light: dome light with fade
Front Reading Lights: front and rear reading lights
Variable IP Lighting: variable instrument panel lighting
Display Type: digital/analog appearance
Tachometer: tachometer
Compass: compass
Exterior Temp: outside-temperature display
Low Tire Pressure Warning: tire specific low-tire-pressure warning

Trip Computer: trip computer
 Trip Odometer: trip odometer
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Transmission Oil Temp Gauge: transmission oil temp. gauge
 Engine Hour Meter: engine hour meter
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Door Ajar Warning: door-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st and 2nd row overhead airbag
 Height Adjustable Seatbelts: height adjustable front seatbelts
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Panic Alarm: panic alarm
 Electronic Stability: AdvanceTrac w/Roll Stability Control electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 6
 Front Bucket Seats: front split-bench 40-20-40 seats
 Number of Driver Seat Adjustments: 4-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: manual driver and passenger lumbar support
 Driver Fore/Aft: manual driver and passenger fore/aft adjustment
 Front Centre Armrest Storage: front centre armrest with storage
 Rear Seat Type: rear 60-40 split-bench seat
 Rear Folding Position: rear seat fold-up cushion
 Leather Upholstery: vinyl front and rear seat upholstery
 Headliner Material: full cloth headliner
 Floor Covering: full vinyl/rubber floor covering
 Shift Knob Trim: urethane shift knob
 Interior Accents: chrome interior accents

Standard Engine:

Engine 405-hp, 6.8-liter V-8 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

24-0088



Prepared For: Anderson County, Tennessee

Date 11/28/2023
AE/AM NC

Unit

Year 2024 Make Ford Model Expedition

Series XL 4dr 4x4

Vehicle Order Type In-Stock Term 60 State TN Customer# 568553

\$ 49,525.00	Capitalized Price of Vehicle ¹
\$ 0.00 *	Sales Tax <u>0.0000%</u> State TN
\$ 36.25 *	Initial License Fee
\$ 0.00 *	Registration Fee
\$ 0.00	Other: Courtesy Delivery Fee
\$ 0.00	Capitalized Price Reduction
\$ 0.00	Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00 *	Tax on Gain On Prior
\$ 0.00 *	Security Deposit
\$ 0.00 *	Tax on Incentive (Taxable Incentive Total : \$0.00)

\$ 49,525.00 Total Capitalized Amount (Delivered Price)\$ 668.59 Depreciation Reserve @ 1.3500%\$ 282.68 Monthly Lease Charge (Based on Interest Rate - Subject to a Floor)² **Effective interest rate after delivery is 5.39%**

\$ 951.27 Total Monthly Rental Excluding Additional Services

Additional Fleet Management

Master Policy Enrollment Fees

\$ 0.00 Commercial Automobile Liability Enrollment

Liability Limit \$0.00

\$ 0.00 Physical Damage Management

\$ 0.00 Full Maintenance Program ³ Contract Miles 0Incl: # Brake Sets (1 set = 1 Axle) 0

\$ 0.00 Additional Services SubTotal\$ 0.00 Sales Tax 7.0000%

State TN

\$ 951.27 Total Monthly Rental Including Additional Services\$ 9,409.60 Reduced Book Value at 60 Months

\$ 400.00 Service Charge Due at Lease Termination

All language and acknowledgments contained in the signed quote apply to all vehicles that are ordered under this signed quote.

Order Information

Driver Name

Exterior Color (0 P) Oxford White

Interior Color (0 I) Black Onyx w/Cloth Front Captain's Chair

Lic. Plate Type Unknown

GVWR 0

Comp/Coll Deductible 0 / 0OverMileage Charge \$ 0.00 Per Mile# Tires 0

Loaner Vehicle Not Included

Quote based on estimated annual mileage of 20,000

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, and agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement. In the event Lessee fails or refuses to accept delivery of the ordered vehicle, Lessee agrees that Lessor shall have the right to collect damages, including, but not limited to, a \$500 disposal fee, interest incurred, and loss of value.

LESSEE Anderson County, Tennessee

BY

TITLE

DATE

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

¹ Capitalized price of vehicle may be adjusted to reflect final manufacturer's invoice, plus a pre delivery interest charge. Lessee hereby assigns to Lessor any manufacturer rebates and/or manufacturer incentives intended for the Lessee, which rebates and/or incentives have been used by Lessor to reduce the capitalized price of the vehicle.

² Monthly lease charge will be adjusted to reflect the interest rate on the delivery date (subject to a floor).

³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

**VEHICLE INFORMATION:**

2024 Ford Expedition XL 4dr 4x4 - US

Series ID: U1G

Pricing Summary:

	INVOICE	MSRP
Base Vehicle	\$55,253	\$57,555.00
Total Options	\$0.00	\$0.00
Destination Charge	\$1,895.00	\$1,895.00
Total Price	\$57,148.00	\$59,450.00

SELECTED COLOR:

Exterior: YZ-(0 P) Oxford White

Interior: LH-(0 I) Black Onyx w/Cloth Front Captain's Chairs

SELECTED OPTIONS:

CODE	DESCRIPTION	INVOICE	MSRP
100A	Equipment Group 100A Standard Package (Fleet)	NC	NC
122WB	122" Wheelbase	STD	STD
425	50 States Emissions System	STD	STD
44U	Transmission: 10-Speed Automatic w/SelectShift	Included	Included
62S	SiriusXM w/360L	Included	Included
998	Engine: 3.5L EcoBoost V6	Included	Included
L	Cloth Front Captain's Chairs	Included	Included
LH_02	(0 I) Black Onyx w/Cloth Front Captain's Chairs	NC	NC
PAINT	Monotone Paint Application	STD	STD
STDGV	GVWR: 7,450 lbs	Included	Included
STDRD	Radio: AM/FM Stereo w/MP3 Capable	Included	Included
STDTR	Tires: P275/65R18 AT	Included	Included
STDWL	Wheels: 18" Machined-Face Aluminum	Included	Included
SYNC	SYNC 4 w/Enhanced Voice Recognition	Included	Included
X15	3.31 Axle Ratio	Included	Included
YZ_01	(0 P) Oxford White	NC	NC

CONFIGURED FEATURES:

24-0088

Body Exterior Features:

Number Of Doors: 4
Rear Cargo Door Type: liftgate
Driver And Passenger Mirror: power remote heated manual folding side-view door mirrors
Spoiler: rear lip spoiler
Running Boards: running boards
Door Handles: body-coloured
Front And Rear Bumpers: body-coloured front and rear bumpers with grey rub strip
Rear Step Bumper: rear step bumper
Body Material: galvanized steel/aluminum body material
Roof Rack: rails only
: class IV trailering with harness, hitch
Body Side Cladding: black bodyside cladding
Grille: black w/chrome surround grille

Convenience Features:

Air Conditioning: automatic dual-zone front air conditioning
Air Filter: air filter
Rear Air Conditioning: rear air conditioning with separate controls
Cruise Control: cruise control with steering wheel controls
Rear Window Remote Release: keyfob rear window remote release
Power Windows: power windows with driver and passenger 1-touch down
1/4 Vent Rear Windows: power rearmost windows
Remote Keyless Entry: keyfob (all doors) remote keyless entry
Illuminated Entry: illuminated entry
Integrated Key Remote: integrated key/remote
Auto Locking: auto-locking doors
Passive Entry: proximity key
Remote Engine Start: remote start - smart device only (subscription required)
Steering Wheel: steering wheel with manual tilting, manual telescoping
Day-Night Rearview Mirror: day-night rearview mirror
Driver and Passenger Vanity Mirror: illuminated auxiliary driver and passenger-side visor mirrors
Emergency SOS: SYNC 4 911 Assist emergency communication system
Navigation System: Connected Navigation navigation system with voice activation
Front Cupholder: front and rear cupholders
Floor Console: full floor console with covered box
Overhead Console: mini overhead console with storage
Glove Box: illuminated locking glove box
Driver Door Bin: driver and passenger door bins
Rear Door Bins: rear door bins
Dashboard Storage: dashboard storage
Retained Accessory Power: retained accessory power
Power Accessory Outlet: 4 12V DC power outlets

Entertainment Features:

radio: SiriusXM with 360L AM/FM/Satellite with seek-scan
Radio Data System: radio data system
Voice Activated Radio: voice activated radio
Speed Sensitive Volume: speed-sensitive volume
Steering Wheel Radio Controls: steering-wheel mounted audio controls
Speakers: 6 speakers
Internet Access: FordPass Connect 4G internet access
1st Row LCD: 2 1st row LCD monitor
Wireless Connectivity: wireless phone connectivity
Antenna: window grid antenna

Lighting, Visibility and Instrumentation Features:

Headlamp Type: delay-off aero-composite LED low/high beam headlamps
Auto-Dimming Headlights: Ford Co-Pilot360 - Auto High Beam auto high-beam headlights

Front Wipers: variable intermittent speed-sensitive wipers wipers
 Rear Window wiper: fixed interval rear window wiper
 Rear Window Defroster: rear window defroster
 Rear Window: flip-up rear windshield
 Tinted Windows: deep-tinted windows
 Dome Light: dome light with fade
 Front Reading Lights: front and rear reading lights
 Variable IP Lighting: variable instrument panel lighting
 Display Type: digital/analog appearance
 Tachometer: tachometer
 Voltmeter: voltmeter
 Compass: compass
 Exterior Temp: outside-temperature display
 Low Tire Pressure Warning: tire specific low-tire-pressure warning
 Park Distance Control: Reverse Sensing System rear parking sensors
 Trip Computer: trip computer
 Trip Odometer: trip odometer
 Lane Departure Warning: lane departure
 Blind Spot Sensor: blind spot
 Front Pedestrian Braking: front pedestrian detection
 Following Distance Indicator: following distance alert
 Forward Collision Alert: forward collision
 Oil Pressure Gauge: oil pressure gauge
 Water Temp Gauge: water temp. gauge
 Clock: in-radio display clock
 Systems Monitor: driver information centre
 Rear Vision Camera: rear vision camera
 Oil Pressure Warning: oil-pressure warning
 Water Temp Warning: water-temp. warning
 Battery Warning: battery warning
 Lights On Warning: lights-on warning
 Key in Ignition Warning: key-in-ignition warning
 Low Fuel Warning: low-fuel warning
 Low Washer Fluid Warning: low-washer-fluid warning
 Door Ajar Warning: door-ajar warning
 Trunk Ajar Warning: trunk-ajar warning
 Brake Fluid Warning: brake-fluid warning

Safety And Security:

ABS four-wheel ABS brakes
 Number of ABS Channels: 4 ABS channels
 Brake Assistance: brake assist
 Brake Type: four-wheel disc brakes
 Vented Disc Brakes: front and rear ventilated disc brakes
 Daytime Running Lights: daytime running lights
 Spare Tire Type: full-size spare tire
 Spare Tire Mount: underbody mounted spare tire w/crankdown
 Driver Front Impact Airbag: driver and passenger front-impact airbags
 Driver Side Airbag: seat-mounted driver and passenger side-impact airbags
 Overhead Airbag: Safety Canopy System curtain 1st, 2nd and 3rd row overhead airbag
 Occupancy Sensor: front passenger airbag occupancy sensor
 Height Adjustable Seatbelts: height adjustable front seatbelts
 Seatbelt Pretensioners: front seatbelt pre-tensioners
 3Point Rear Centre Seatbelt: 3 point rear centre seatbelt
 Side Impact Bars: side-impact bars
 Perimeter Under Vehicle Lights: remote activated perimeter/approach lights
 Tailgate/Rear Door Lock Type: tailgate/rear door lock included with power door locks
 Rear Child Safety Locks: rear child safety locks
 Ignition Disable: SecuriLock immobilizer
 Security System: security system

Panic Alarm: panic alarm
 Tracker System: tracker system
 Electronic Stability: electronic stability stability control with anti-roll
 Traction Control: ABS and driveline traction control
 Front and Rear Headrests: manual adjustable front head restraints
 Rear Headrest Control: 3 rear head restraints

Seats And Trim:

Seating Capacity max. seating capacity of 5
 Front Bucket Seats: front bucket seats
 Number of Driver Seat Adjustments: 8-way driver and passenger seat adjustments
 Reclining Driver Seat: manual reclining driver and passenger seats
 Driver Lumbar: power 2-way driver and passenger lumbar support
 Driver Height Adjustment: power height-adjustable driver and passenger seats
 Driver Fore/Aft: power driver and passenger fore/aft adjustment
 Driver Cushion Tilt: power driver and passenger cushion tilt
 Front Centre Armrest Storage: front centre armrest
 Rear Seat Type: rear manual reclining 40-20-40 split-bench seat
 Rear Seat Fore/Aft: manual rear seat fore/aft adjustment
 Rear Folding Position: rear seat fold-forward seatback
 Leather Upholstery: cloth front and rear seat upholstery
 Door Trim Insert: vinyl door panel trim
 Headliner Material: full cloth headliner
 Floor Covering: full carpet floor covering
 Shift Knob Trim: metal-look shift knob
 LeatherSteeringWheel: leather steering wheel
 Floor Mats: carpet front and rear floor mats
 Interior Accents: metal-look interior accents
 Cargo Space Trim: carpet cargo space
 Trunk Lid: plastic trunk lid/rear cargo door
 Cargo Light: cargo light
 Concealed Cargo Storage: concealed cargo storage

Standard Engine:

Engine 380-hp, 3.5-liter V-6 (regular gas)

Standard Transmission:

Transmission 10-speed automatic w/ OD and PowerShift automatic

EMPLOYER SPONSORED DIRECT PRIMARY CARE MASTER AGREEMENT

THIS EMPLOYER SPONSORED DIRECT PRIMARY CARE MASTER AGREEMENT (collectively with Statement of Work and its Exhibits and any other incorporated exhibits or schedules, this "Agreement" or "Master Agreement") is entered into by and between **PROACTIVE MD TN, P.C.**, a Tennessee professional corporation ("Service Provider") and **ANDERSON COUNTY GOVERNMENT** ("Client") as of the Effective Date (as defined in the attached Statement of Work). Together, Client and Service Provider are each referred to from time to time as a "Party" and collectively as the "Parties").

Capitalized terms used and not defined in the context in which they are used have the meanings set forth in Section 1 Definitions below.

This contract consists of the following documents:

- Employer Sponsored Direct Primary Care Master Agreement
- Statement of Work
- Exhibit A, Services
- Exhibit B, Fees
- Exhibit C, Data Transmittal Requirements
- Exhibit D, Performance Guarantee
- Exhibit E, Data Security Terms
- Exhibit F, Implementation Services

Subject to Section 13.7 below, the Parties acknowledge that this contract was procured by the Client's competitive solicitation, RFP #2342 and the Service Provider's response to the RFP, both of which are on file with the Client.

WHEREAS, Client desires to have Clinic(s) operated on or near its premises in order to increase employee access to primary care services, reduce health care costs, decrease lost productivity due to illness related absences, and obtain quality health outcomes for its employees while providing such employees with convenient access to efficient health care services;

WHEREAS, Service Provider is willing to assist Client in achieving these objectives by providing certain services to operate the Clinic(s), to be staffed by Physicians or other Clinicians who will provide Services to Participants;

WHEREAS, Client desires to contract with Service Provider for the provision of certain services in order to operate Clinic(s);

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS.

"Action" has the meaning set forth in Section 9.1 below.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the terms "control" and the correlative "controlling" and "controlled" when used with respect to a Person means the power to direct the management and policies of

such Person, directly or indirectly, whether through the ownership of voting securities, by contract, or otherwise.

“Base Terms” means this Section 1 through Section 13 below, inclusive, and for removal of doubt, excluding Statement of Work and its exhibits, which define the general terms of this Agreement.

“Claims Data” means identifiable insurance claims records (containing at a minimum patient name, date of birth, gender, and date of service,) generated for billing purposes as a result of a patient’s encounter with a health care provider, including outpatient care, hospital care, and filled prescriptions, which contains the information on demographics, diagnoses, delivered services, and prescriptions for all Members (defined below), as outlined in Statement of Work and its Exhibits (inclusive of all data points for both Medical Claims Data and Pharmacy Claims Data outlined in Exhibit C of the Statement of Work and its Exhibits).

“Clinic” means, collectively, one or more health care Clinic(s) located on, or near, the Premises, or at such other locations as Service Provider and Client may mutually agree, where Physicians and/or Clinicians provide Services to Participants in accordance with the terms of this Agreement. In the event more than one Clinic is subject to this Agreement, then “Clinic” or “Clinic(s)” may be used interchangeably, in singular or plural format, which meaning shall apply to all Clinic(s) that are subject to this Agreement, unless an individual Clinic is identified as “Individual Clinic”, in which case the meaning of any statement related to such an “Individual Clinic” shall apply only and specifically to such an Individual Clinic without effect on all other Clinic(s) that are not specifically named.

“Clinic Commencement Date” means the date on which the Clinic Team is first able to receive Participants at the Clinic and render Services.

“Clinicians” means, as applicable, any nurse practitioners, physician assistants, or registered nurses engaged by Service Provider to provide Services to Participants at the Clinic.

“Clinic Team” means any combination of Physicians, Clinicians, Patient Advocates, medical assistants, physical therapists, pharmacists, or other team members providing Services at the Clinic, as set forth in Statement of Work and its Exhibits.

“Confidential Information” means information and technical data derived from, revealed by, or disclosed to a Receiving Party, or Affiliates of the Receiving Party, by the Disclosing Party or its Participants, vendors, customers, representatives, Affiliates, agents, and other independent contractors during the performance of obligations under this Agreement and which is not generally known to the public, including the Disclosing Party’s customers or competitors or any customers or competitors of any Affiliate of the Disclosing Party. Examples of Confidential Information include, but are not limited to, information or data disclosed in oral, written, graphic or machine-readable form, or in forms otherwise embodying or displaying such information, or which is visible or audible to Receiving Party by virtue of the Receiving Party visiting or performing its obligations at a facility controlled by the Disclosing Party or an Affiliate of the Disclosing Party, subsidiaries, agents, or subcontractors, or by having access to the Disclosing Party’s systems including, but not limited to, business plans, specifications, designs, methods, processes, ideas, concepts, drawings, software, pricing, operational plans and know-how, employee information, shareholder information, vendor information, customer information, and consumer information.

“Cost” means the documented out-of-pocket cost of goods or services (including applicable taxes, shipping, installation, insurance, etc.) incurred by Service Provider without any markup to Client.

“De-Identify” means a process utilizing several computational methods and techniques, including data redaction, statistical data replacement and rule-based data synthesis approaches to generate a synthetic derivative data set of data that mimics real-world statistical distributions while adhering to applicable regulations such as the HIPAA Privacy Rule.

“Disclosing Party” has the meaning set forth in Section 7.1 below.

“Enrollment Data” means all data points outlined in Exhibit C to the Statement of Work and its Exhibits for all Participants.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, and their respective accompanying regulations, each as may be amended or restated from time to time.

“Knowledge,” with respect to Service Provider, means the actual knowledge of such matter by Service Provider’s senior management.

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

“Losses” mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, including, without limitation, reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Members” means Client’s employees and other individuals who are enrolled in Client’s health insurance plan.

“Monthly Service Fees” means the Monthly Service Fees outlined in Statement of Work and its Exhibits.

“Participants” means the Members and other individuals who are eligible to receive Services at the Clinic.

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

“Physicians” means general practitioners who hold either a Doctor of Medicine degree (MD) or a Doctor of Osteopathic Medicine degree (DO), are licensed in to provide the Primary Care Services at the Clinic, and provide Primary Care Services as an employed, contracted, or *locum tenens* member of the Clinic Team.

“Premises” means facilities where Services are provided to Participants subject to this Agreement.

“Primary Care Services” means certain medical services, as part of all Services provided by Service Provider, as further defined in Statement of Work.

“Services” means the services provided by Service Provider, including Primary Care Services, as further defined in Statement of Work.

“Service Provider Personnel” or “Personnel” means all employees, contractors, and permitted subcontractors engaged by Service Provider to perform Services, including all members of the Clinic Team.

“Statement of Work” means the schedule attached hereto, together with all exhibits and schedules thereto, that defines the scope of services and other details of the engagement between Client and Service Provider that is entered into by Parties pursuant to these Base Terms and, collectively with these Base Terms and any other incorporated exhibits or schedules, constitutes this Agreement.

“Subject Persons” means Physicians or Clinicians who are supplied or introduced by Service Provider to Client in connection with this Agreement.

“Protected Health Information”, as presently defined in 45 CFR § 160.103, as may be amended, restated, or replaced, means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium, subject to the exclusions set forth therein.

“Receiving Party” has the meaning set forth in Section 7.1 below.

“Required” means as necessary or desirable, as determined by Service Provider in its reasonable discretion in consultation with the Client.

“Term” has the meaning set forth in Section 4 below.8

“WIFI” means a Wi-Fi compatible network based on protocols of the IEEE 802.11 family of standards, which are commonly used for local area networking of devices and Internet access, allowing nearby digital devices to exchange data by radio waves, or such reasonable successor or replacement technology that is mutually acceptable to Client and Service Provider.

2. OBLIGATIONS OF SERVICE PROVIDER.

2.1. Clinic Preparation Activities.

(a) Clinic Equipment & Clinic Set Up Supplies. On behalf of Client, Service Provider shall procure and set up the Required medical and operational equipment (the “Clinic Equipment”) as necessary for the operation of the Clinic, as well as the initial medical, clinical, and administrative inventory and other supplies (the “Set Up Supplies”) Required to operate the Clinic. Client will reimburse Service Provider for Costs incurred in connection with Clinic Equipment and Set Up Supplies.

(b) Participant Engagement. Service Provider shall provide educational materials and conduct informational sessions for Participants to educate them about the operation of the Clinic and availability of patient services at the Clinic.

(c) Signage. Service Provider shall be responsible for ensuring proper display of all medical and clinical safety signage and informational disclosures required by Law regarding the installation, size, and visibility of signage within the Clinic.

2.2. Service Provider Services.

(a) Services. Service Provider shall provide Services to Participants in accordance with the terms and conditions hereof. All Participants will be entitled to the same level of patient care.

(b) Service Provider agrees to perform the Services for, and conduct its activities on behalf of, Client in a professional and workmanlike manner consistent with generally accepted industry standards and good commercial practices and in accordance with ethical and professional standards.

2.3. Staffing.

(a) Staffing. Service Provider shall employ or contract with the personnel Required to staff the Clinic. Service Provider shall inform Client of qualified Clinician or Physician candidates for the Clinic that Service Provider intends to hire or is a final candidate for hiring for the Clinic, in any case after Service Provider's standard pre-employment processes are completed, and Service Provider will afford the Client the opportunity to meet with and evaluate such candidates, and provide feedback to Service Provider, and Service Provider shall reasonably consider such feedback as permitted by applicable Laws. In the event Client reasonably objects to the planned engagement of a qualified Clinician or Physician, Service Provider shall reasonably consider such objections as permitted by applicable Laws, but if any change in planned hiring arises therefrom that results in a delay in Service Provider securing appropriate Clinic staffing, Service Provider shall exercise its commercially reasonable efforts to minimize such delay but shall not be liable, financially or otherwise, on account of such delay. Subject to the foregoing, Service Provider shall in its sole discretion hire, dismiss, discipline, train, and set salary levels for Service Provider Personnel; provided, however, Client shall have the right to request the evaluation of any member of the Clinic Team upon a good faith determination that such individual is unduly disruptive to the operations of the Clinic or for other good cause shown. Such evaluation shall be conducted by Service Provider, and to the extent Required, disciplinary action shall be taken by Service Provider in accordance with its human resource policies and procedures.

(b) Physician Duties. Service Provider shall arrange for Physicians to (i) provide oversight of the Clinicians and other Service Provider Personnel that are assigned to the Clinic, as required in accordance with Law, and (ii) make the Services available to Participants in a manner consistent with applicable professional standards.

(c) Qualifications of Physicians and Clinicians. Throughout the Term, Service Provider shall ensure that each Physician and Clinician who provides Primary Care Services at the Clinic: (i) is duly licensed and qualified to practice at the Clinic, which licenses and qualifications are active, not subject to restrictions as applicable to their function that would interfere with their provision of Primary Care Services at the Clinic, and not subject to any revocations or suspensions; (ii) holds a valid DEA registration and controlled substance license, as applicable to their function, which are not subject to involuntary restrictions that would interfere with their provision of Primary Care Services at the Clinic; (iii) is covered under the professional liability insurance policy maintained by Service Provider; (iv) has no convictions for felony or

criminal offenses (regardless of severity) related to health care; and (v) has no (A) sanctions within the meaning of Social Security Act Section 1128A or any amendments thereto, (B) convictions violating the federal Stark Law, federal False Claims Act, the federal Anti-Kickback Statute, federal Health Insurance Portability and Accountability Provisions, federal Civil Monetary Penalty Statute, or any similar state laws, or (C) debarments, exclusions or suspensions for participation in any federal or state health care program. To the extent a Physician or Clinician fails to meet the qualifications set forth in this Section 2.3(c), such individual shall no longer be eligible to provide Primary Care Services to Participants in accordance with this Agreement, and Service Provider shall promptly remove such Physician or Clinician from placement at the Clinic.

2.4. Scheduling.

(a) Hours of Operation. The hours of operation for the Clinic shall follow the guidelines set forth in Statement of Work and its Exhibits. On a periodic basis, the weekly schedule and hours of operation of the Clinic may be reviewed and changed, if mutually agreed upon in writing by Client and Service Provider. Such changes to hours of operation may be implemented in order to account for holidays and events in the upcoming calendar year, as well as specific scheduling considerations of Client and Service Provider. Any changes to the Clinic's weekly schedule or hours of operation shall be made only by mutual written consent of Service Provider and Client.

(b) Clinic Team Scheduling. Service Provider shall coordinate and provide scheduling and staffing services to ensure that the Clinic Team is available during the hours of operation of the Clinic, as defined in Statement of Work and its Exhibits, or as subsequently mutually agreed upon in writing. The Clinic may occasionally be closed as a result of staffing interruptions due to illness, personal emergency, termination of employment, or otherwise. In these cases, Service Provider shall use its commercially reasonable efforts to identify interim or replacement Clinic Team member(s) to reopen the Clinic as soon as possible, and work to reschedule any patients during the closure to the next available appointment.

(c) Unplanned Closures. The Clinic may occasionally be closed as a result of unplanned events, including, but not limited to, inclement weather, fire, flood, elements of nature, or other acts of God, federal state or local government restrictions or Law, environmental or workplace hazards, Client-declared emergencies, or Client workforce actions or other Client issues, that are not within the control of Service Provider, yet prevent the Clinic Team from performing their duties safely. In such instances, Service Provider will collaborate with Client to return the Clinic operations to normal as soon as reasonably possible and when the safety of the Clinic Team can be assured. In no event shall Service Provider be liable, financially or otherwise, for any unplanned closures.

2.5. Clinic Operation.

(a) Appointment Scheduling. Service Provider shall be responsible for scheduling the Clinic appointments for all Participants, and shall provide Participants with contact information as reasonably necessary to schedule such appointments.

(b) Patient Management. Physicians and Clinicians shall be solely responsible for overseeing the management of the patient interactions within the Clinic, including setting protocols, procedures, and policies around patient communication, empathy, examination, evaluation, diagnosis, prognosis, and intervention in accordance with Law. Client shall not exercise, or attempt to exercise, any control, direction, or influence over the method or manner in

which Physicians and Clinicians perform medical services and functions within the Clinic. The Parties acknowledge and agree that the traditional, customary, and confidential relationship between a health care provider and a patient must be protected and preserved for all Participants seeking professional services at the Clinic.

(c) Employee Education. In collaboration and coordination with Client's human resource department, Service Provider may provide educational materials, conduct health and wellness information sessions, promote health awareness, and encourage healthy habits as part of a broader program to positively influence the health of Client's employees and their dependents. Unless otherwise mutually agreed, such Employee Education activities shall be included in the Monthly Service Fee described in Exhibit B to the Statement of Work and its Exhibits.

(d) Information Security. Service Provider shall take all Required steps to protect the privacy of the Clinic's patients and to secure health-related information in accordance with HIPAA, other Law, and other generally accepted industry standards.

(e) After-Hours. Service Provider shall ensure Physicians and Clinicians are available to provide after-hours access to certain Participants, as deemed appropriate in the sole discretion of a Participant's treating Physician or Clinician in each such circumstance, which may include, by way of example and not limitation, follow-up home visits, hospital visits (for coordination of care purposes), and follow-up phone consultations. Service Provider will make available to certain Participants a method for contacting the Physician or Clinician in a manner that is confidential and designed to be reasonably convenient for the individuals involved.

2.6. Health Risk Assessment. As part of Services, Service Provider shall make available annual health appraisal services to all Participants, which appraisal services shall include the collection of certain baseline clinical indices, as defined by a Physician. Service Provider shall work with Client to promote Participants' participation in such health appraisals which, upon mutual agreement, may include participating in an employee health fair sponsored by Client.

2.7. Periodic Reports. Service Provider shall make available the following categories of aggregate and De-identified service reports to Client and Client's group health plan (which reports to Client's group health plan limited to information specific to Members):

(a) Service Reports. Activity reports summarizing utilization rates and Services furnished at the Clinic, demonstrating active management of and outcomes related to the provision of Services. Service Provider's standard reporting package will be provided to Client, making different management and outcome reports available to Client monthly, quarterly, and annually. Additionally, information on more frequent basis is available to Client through Service Provider's customizable web-based reporting dashboard that is updated on a weekly basis.

(b) Custom Reports. Custom reports regarding Clinic operations and access will be evaluated on a case-by-case basis to determine level of data availability, effort, fees, and timeframe for delivering the requested information, which will be provided to Client within fifteen (15) days contingent on Service Provider's reasonable ability to furnish the requested analysis and compliance with all applicable laws, rules, and regulations. Custom reports may include Client claims analysis, provided that Client makes available (or causes its Health Plan Administrator to make available) the Claims Data and such other Required data to Service Provider. Custom reporting includes access to the customizable web-based reporting dashboard as well as access

to Proactive MD's data analytics team that can customize standard reporting and develop ad hoc reporting to help meet Client's requirements, contingent on Service Provider's reasonable ability to furnish the requested analysis and compliance with all applicable laws, rules, and regulations.

The Parties acknowledge and agree that the purpose of any Service Provider prepared and provided reports is solely to assist Client in reducing health care expenditures and decreasing lost work time due to illness-related absences through review of health risks, population needs, and increased efficiency of operations with the goal of improved overall health of Client's workforce. The Parties further acknowledge that Service Provider may not provide reports or other information to Client which includes employee health information other than on an aggregate, de-identified basis such that there is no reasonable basis to believe that the information can be used to identify an individual, or otherwise in any manner that does not fully comply with Law. The Parties further acknowledge that reports provided by Service Provider to Client in accordance with this Section, including any underlying data on which the reports are based, shall be and remain the Confidential Information of, and the sole property of, Service Provider, and copies of any such reports that are maintained by Client shall remain subject to the provisions of Section 7 of this Agreement.

No Protected Health Information (PHI) as defined in 45 CFR § 160.103, as may be amended or restated, shall be contained in any reports generated by Service Provider and provided to Client except with regard to data relating to individuals who have provided a prior written authorization in accordance with HIPAA.

2.8. Review of Activities. Representatives of Service Provider and Client shall meet as reasonably requested by Service Provider or Client, to: (a) review and discuss (i) the performance of Services under this Agreement; (ii) the Clinic's utilization rates; (iii) Participant engagement; and/or (iv) events and outreach activities planned for Participants, and/or (b) where appropriate, to discuss and implement proposals to ensure that the objectives of this Agreement are obtained. The Parties shall use their respective good faith best efforts to cooperate with each other in assisting each other's performance under this Agreement.

2.9. Client Policies. Service Provider will require the Service Provider Personnel to comply with all policies required and provided by Client including, without limitation, access to the facility, parking, security procedures, emergency evacuation procedures, and other matters applicable to Client's tenants, contractors, invitees, and business visitors.

3. OBLIGATIONS OF CLIENT.

3.1. Clinic Preparation Activities. Unless otherwise expressly provided in the Statement of Work, then:

(a) General Access. Client shall provide Service Provider and Service Provider Personnel with a right of access to and the exclusive use of the Premises together, if applicable, with the use of common hallways and access ways, as may be reasonably necessary to arrange the provision of Services. Client shall ensure that the Clinic space is fully operational on, or prior to, the Clinic Commencement Date and at all times during the Term (defined below) of this Agreement. Client shall comply with Law and all permits, licenses, or other approvals for the modification or use of the Clinic. To the extent deemed reasonably necessary by Client in its commercially reasonable discretion, Participants and Service Provider Personnel shall comply with certain access protocols put in place by Client, provided, however, Client shall exercise

reasonable efforts to design and enforce such protocols so as to minimize any interference with the provision of Services.

(b) Signage. If applicable, Client shall be responsible for ensuring proper display of all non-clinical signage including workplace safety and informational disclosures required by Law regarding the installation, size, and visibility of interior and exterior signage for the Clinic.

3.2. Staffing & Scheduling.

(a) Staffing. Client shall provide Service Provider Personnel with appropriate orientation to Client's facility and any general policies that shall apply to the Clinic Team as a part of Client's culture and workplace environment. Client shall also ensure Service Provider Personnel assigned to the Clinic are afforded the same workplace protections as Client's visitors and invitees with regards to safety, discrimination, and harassment.

(b) Hours of Operation. Client shall provide Participants and Service Provider Personnel with access to the Clinic during all agreed upon hours of operation. Client shall make reasonable efforts to ensure employees who are Participants have the ability to visit the Clinic during work hours without penalizing the employee financially or otherwise. Client shall assist Service Provider in communicating hours of operation to Participants and shall assist, as requested by Service Provider, in sending any notifications to Participants regarding changes in the hours of operation.

3.3. Clinic Operation. Client acknowledges that the aforementioned Client goals of reducing health care costs, decreasing lost productivity due to illness related absences, and obtaining quality health outcomes for Participants are only achievable pursuant to this Agreement through active utilization of the Clinic by Participants. Client therefore agrees to support the Clinic in the following manner:

(a) Client Leadership. Client shall use its good faith best efforts to positively promote the Clinic and to raise awareness of the range of Services available to Participants at the Clinic.

(b) Health Plan Design. If Client has or adopts a High Deductible Health Plan ("HDHP") which requires adoption of copays or additional charges for Clinic visits, Client agrees to set fair and reasonable charges for Clinic visits in collaboration with Service Provider.

(c) Employee Education. Client shall collaborate with Service Provider in the distribution of educational materials, conducting health and wellness information sessions, promoting health awareness, and encouraging healthy habits as part of a broader program to positively influence the health of Client's employees and their dependents. Unless otherwise mutually agreed, such Employee Education activities shall be included in the Monthly Service Fee described in Exhibit B to the Statement of Work and its Exhibits.

(d) Clinic Facilities. Unless otherwise expressly provided in the Statement of Work then:

- i. Clinic Maintenance. Unless otherwise mutually agreed with Service Provider, Client shall be responsible for all general maintenance and routine cleaning of the Clinic on a schedule and in a manner consistent with

generally accepted practices for maintenance and cleaning of health care facilities. Client and Service Provider shall cooperate to ensure all maintenance and cleaning staff, vendors, and contractors are available for training regarding working within a health care clinic environment where medical equipment and medical hazards exist, which can include, without limitation, chemicals, pharmaceuticals, materials that cause allergic reactions (e.g. latex), and other physical agents (e.g. needles). Service Provider will provide instruction and information to Client and its maintenance and cleaning representatives regarding the Clinic precautions, generally accepted practices for maintenance and cleaning of health care facilities, and the requirements for working in a health care clinic environment. If any maintenance is necessary with respect to the Premises that Service Provider determines in its reasonable discretion is materially affecting or could materially affect the safety or quality of the Clinic or Service Provider's ability to perform the Services at the Clinic, including without limitation, with respect to temperature of running water, electricity spikes or short circuiting, leaking water, damages or contamination from a previous condition such as fire or leaking water, condition of the Clinic structure or footpaths, obstacles to Clinic entrance or egress, contamination, presence of debris or other hazardous condition, or noxious fumes or odors, then, in any case, Service Provider shall be permitted to perform or retain a contractor to perform such actions as are reasonably necessary to effectuate the maintenance, replacement, or repair and Service Provider's costs and expenses of doing so shall be a Reimbursable Expense for which Client is obligated to reimburse to Service Provider, provided, however that: (a) Service Provider first delivers to Client at least five (5) business days' prior notice that Service Provider intends to make the necessary maintenance, repair, or replacements and Client does not commence such maintenance, replacement, or repair by the end of such five (5) business day period and continues to diligently prosecute the same to completion; or (b) if the nature of the maintenance, repair, or replacement is a bona fide emergency involving an immediate and imminent danger to life, health, or property or material interference with the performance of Services at the Clinic, then the five (5) business day period shall be reduced appropriately under the circumstances as determined by the Service Provider in its reasonable discretion.

- ii. Utilities. Client shall be responsible for all utilities supplied to the Clinic Premises, including without limitation, electricity, gas, water, sewer (including, any sanitary and storm sewers), trash removal, telephone, internet, and cable, together with any taxes thereon; provided, however, that if requested by Service Provider, Client agrees to use the Service Provider's or its vendor's voice over internet protocol (VOIP) or other IP telephony systems at no additional cost to Client. Utilities shall be carried in the Client's name unless otherwise mutually agreed with Service Provider, and, in any case, utilities shall be directly billed to and paid by Client.
- iii. Dedicated Network. Client shall provide access to a secure and dedicated WIFI compatible network, through which Service Provider will establish its own internal network for use in providing services under this Agreement. In

accordance with HIPAA, other Law, and other federal, state, and local privacy and security requirements, Client agrees not to access or maintain any data transmitted across the internal Service Provider network, and Client agrees that Service Provider will maintain exclusive physical control of computers and exclusive access to the content on the computers throughout the term of this agreement. Client agrees to comply with Law in the event of any security breach of the WIFI compatible network maintained by Client.

- iv. Clinic Security. Client and Service Provider shall use their respective good faith best efforts to ensure the Clinic remains secure and that limited individuals have access to the Clinic when Service Provider Personnel are not present. Client shall disclose to Service Provider any individual who does have access to the Clinic. Client will be solely responsible for maintaining and securing the safety of the Clinic outside of Clinic hours. Client and Service Provider will be jointly, but not severally, responsible for maintaining and securing the safety of the Clinic during Clinic hours.

(e) Client Policies. Client will notify Service Provider in writing of Client policies applicable to the Service Provider Personnel.

3.4. Provision of Data. Client acknowledges that Client's provision of accurate, timely, and complete data to Service Provider, for Service Provider's use, is critical to the success of the Clinic and essential to achieving the aforementioned Client goals. **In the event this Agreement is subject to Performance Guarantees and such Performance Guarantees are documented in Statement of Work, then Client acknowledges that the successful and timely transfer of the data described herein is a condition precedent to the application of the Performance Guarantee described in Statement of Work and its Exhibits.** Therefore, Client agrees to use its good faith best efforts to provide, or to cause the appropriate third-party vendor of Client or health insurance plan to provide, to Service Provider the following data, electronically and in a manner consistent with the data and transmittal requirements defined on Statement of Work and its Exhibits:

(a) Three (3) years of Client's historic Claims Data and Enrollment Data, provided no later than fifteen (15) days following the Clinic Commencement Date.

(b) Quarterly ongoing Claims Data and Enrollment Data, within thirty (30) days of the completion of each calendar quarter's end.

(c) Updated rosters of Participants, which include all of the Enrollment Data described in Statement of Work and its Exhibits, to be provided monthly or more frequently as may be agreed by the Parties, and delivered monthly or as otherwise set forth in the Statement of Work and its Exhibits.

3.5. Client Contract Manager. Client shall cooperate with Service Provider in all matters relating to the operation of the Clinic, and appoint, in its discretion, a Client employee to serve as the primary contact with respect to this Agreement, and who will have the authority to act on behalf of Client with respect to matters pertaining to this Agreement (the "Client Contract Manager"). The Client Contract Manager will (a) respond promptly to any request from Service Provider to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider and its Physicians and Clinicians to perform Services

in accordance with the requirements of this Agreement, and not unreasonably withhold, condition, or delay such actions; and (b) ensure that the Clinic is maintained in a secure manner and safeguarded against unauthorized access or entry, if applicable.

4. TERM. Services will commence on the Effective Date (as set forth in Statement of Work) and continue for a period set forth in Statement of Work (the "Initial Term"). This Agreement will not renew automatically, and renewal terms shall be as set forth in the Statement of Work (each, a "Renewal Term"). The Initial Term and any Renewal Term(s) are collectively referred to as the "Term" of this Agreement.

5. TERMINATION; EFFECT OF TERMINATION.

5.1. Termination.

(a) Termination for Insolvency. Any Party may terminate this Agreement upon written notice to the other Party, if the other Party: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law, which is not fully stayed within seven business days or is not dismissed or vacated within sixty (60) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(b) Termination for Cause by Client. Client may terminate this Agreement without penalty upon no less than sixty (60) days' written notice to Service Provider upon the occurrence of any of the following events: (i) Service Provider fails to maintain the insurance required under Section 13.2 (Insurance) of this Agreement and to cure such failure within thirty (30) days after receipt of written notice from Client; (ii) the indictment or conviction of Service Provider of a criminal offense related to health care, or Service Provider is listed by a federal agency as being debarred or excluded from federal health care program participation; or (iii) Service Provider fails to remove an ineligible Physician or Clinician in accordance with Section 2.2(c) of this Agreement within thirty (30) days of Service Provider's Knowledge of such a Physician's or Clinician's ineligibility; or (iv) Service Provider breaches a material provision of this Agreement (including, without limitation, confidentiality provisions) and fails to cure such breach within thirty (30) days after receipt of written notice from Client that identifies the breach with specificity and cites this Section 5.1(b). For removal of doubt, the sole and exclusive agreed-upon remedy for any failure to fulfill Performance Guarantees shall be the credit on the terms and conditions as set forth in Exhibit D to the Statement of Work and its Exhibits, and shall not be considered a breach by Service Provider.

(c) Termination for Cause by Service Provider. Service Provider may terminate this Agreement upon no less than sixty (60) days' written notice to Client, if (i) there is a material change in the general demographics or makeup of Participants such that the assumptions and/or bases for Service Provider's provision of Services and determination of commercial reasonableness of this Agreement become inaccurate in any material respect, or (ii) Client breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the breach from Service Provider.

(d) Termination Without Cause by Either Party; Termination Without Cause Option by Client at Second Anniversary of the Initial Term. Either Service Provider or Client may

terminate or not renew this Agreement without cause at the conclusion of the Initial Term or the Renewal Term, with the notices and on the conditions as set forth in the Statement of Work. Additionally, the Client at its option may choose to earlier terminate this Agreement for convenience which termination would be effective as of the second anniversary of the Initial Term, provided however that, if Client chooses to do so: (a) Client provides Service Provider with as much advance notice of the exercise of this option as is feasible but no less than ninety (90) days' advance notice prior to the second anniversary of the Initial Term; (b) Client shall continue to pay Monthly Service Fees and Reimbursable Expenses after the notice is given up to the second anniversary of the Initial Term; (c) all Performance Guarantees shall be null and void; and (d) Client, within thirty (30) calendar days of Client's notice exercising this option, shall pay Service Provider an additional sum to equal to three (3) months of Monthly Service Fees as mutually agreed liquidated damages (and not a penalty) for the early termination by Client without Cause representing costs and expenses the Parties' mutually agree is a reasonable and final representation of costs and expenses that Service Provider is expected to incur from such early termination. For purposes of (d) of the foregoing sentence, the rate of Monthly Service Fees shall be calculated based on the Monthly Service Fees for months 25-36 of the Initial Term as set forth in Exhibit B to the Statement of Work and its Exhibits.

5.2. Effect of Termination. Upon expiration or termination of this Agreement for any reason each Party shall: (a) return to the other Party all property of the other Party including but not limited to documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information, (b) permanently erase all of the other Party's Confidential Information from its computer systems, and (c) certify in writing to the other Party that it has complied with the requirements of this clause; provided, however, Service Provider shall have the right to retain copies of any Participant records created during the Term to the extent permitted or required by applicable Law. In addition, upon notice of expiration or termination of this Agreement for any reason prior to the completion of the Initial Term, the Performance Guarantee described in Statement of Work and its Exhibits shall be void, and no further credits or payments shall be due to Client with respect to the Performance Guarantee or otherwise.

5.3. Final Invoice. Within one hundred twenty (120) calendar days after any termination or expiration, Service Provider shall submit to Client a complete, final and itemized invoice for all unpaid fees accrued, incurred or otherwise due under this Agreement ("Final Invoice"), if any. Upon payment of the Final Invoice, Client will have no further liability or obligation to Service Provider for any further fees, expenses, or other payments arising under this Agreement.

5.4. Medical Charts and Records. All medical records, documentation, and patient charts (collectively, "**Patient Records**") generated by Service Provider shall be retained by Service Provider to the extent permitted or required by Law. Upon written request by patient, or in the event of termination and with consent of the patient, then, but only in compliance with Law at the time of the request or consent given, Service Provider shall issue a copy of Patient Records to a HIPAA covered entity selected by the patient, or if the member requests the Patient Records be delivered to himself or herself, then the Service Provider shall issue a copy to the Patient Records to that member at his or her request at no cost to the Client or member (provided Service Provider may pass-through to the Client any export or conveyance fees that may be charged to Service Provider by the recipient. In the event of termination and, if following termination Client replaces Service Provider with a third-party provider of services similar to Service Provider ("**Replacement Provider**"), then Service Provider shall cooperate with Client in good faith in order to transfer copies of Patient Records to Replacement Provider (or TPA or PMB or other party

designated by the Client, who in any case, accept custody of the Patient Records), provided that (a) Replacement Provider agrees to execute a medical records custodianship agreement with Service Provider, and (b) such a transfer of Patient Records complies with Law at the time of transfer. Client shall reimburse Service Provider for its reasonable costs associated with the conveyance and export of the Patient Records to the requested Provider/TPA/PBM as a pass-through of expenses incurred.

5.5. Survival. The rights and obligations of the Parties set forth in Sections 5, 6, 7, 8, 9, 10, and 13 and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. FEES AND EXPENSES; PAYMENT TERMS.

6.1. Implementation Fee. Client will pay an implementation fee as set forth in Statement of Work and its Exhibits, payable in the manner set forth in the Statement of Work and its Exhibits. The Implementation Service Fee shall cover administrative and operational fees of Service Provider related to activities such as Client and the Clinic site visits, Clinic Team recruiting, travel, and onboarding activities, initial Client employee engagement and educational activities, Client data integration work and analysis, the Clinic software configuration, procurement services for the Clinic Equipment and initial Clinic Set Up Supplies (for removal of doubt, the procurement services are inclusive in the Implementation Service Fee and the costs of the items being purchased are subject to Section 6.2 of Base Terms and 3.3 of Exhibit F as Reimbursable Implementation Expenses), and other activities necessary to achieve the target Clinic Commencement Date.

6.2. Clinic Facility, Equipment & Clinic Set Up Supplies. Service Provider shall procure the Clinic Equipment and Clinic Set-Up Supplies for the Clinic(s) as necessary. Service Provider shall invoice Client for all Clinic Equipment, and Clinic Set Up Supplies at Cost and Client shall compensate Service Provider for all reasonable, approved Clinic Facility expenses, Equipment, and Clinic Set Up Supplies (as further set forth in this Agreement and its incorporated Exhibits) and shall pay all invoiced amounts due to Service Provider as set forth in Statement of Work and its Exhibits.

6.3. Monthly Service Fees. In addition to any other amounts due hereunder, in consideration of the provision of Services, Client shall pay the Monthly Service Fees to Service Provider throughout the Term. Service Provider shall issue a monthly invoice for the Monthly Service Fees. Monthly Services Fees shall be pro-rated for any partial month in the Term. Client shall pay all invoiced amounts due to Service Provider as set forth in Statement of Work and its Exhibits.

6.4. Reimbursable Expenses. Client shall be responsible for the payment of Clinic reimbursable expenses as set forth in Statement of Work.

6.5. Fee Adjustments. Service Provider may increase Monthly Service Fees as set forth in the applicable Statement of Work. In addition, Service Provider and Client may negotiate in good faith an increase to the Monthly Service Fees prior to the expiration of then current Term

6.6. Books and Records; Review. Service Provider shall maintain accurate and complete books and records documenting its reimbursable expenses for which Client is obligated to reimburse to Service Provider. Client and its representatives shall have the right, upon

reasonable written notice to Service Provider, to request supporting documentation related to such reimbursable expenses for which Client is obligated to reimburse to Service Provider.

6.7. Taxes. Client represents and warrants that it is exempt from Tennessee sales tax, provided that Client shall be responsible for all sales, use, and excise taxes, personal property taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder; provided that in no event shall Client pay or be responsible for any taxes imposed on, or with respect to income, revenues, gross receipts, personnel or real or personal property or other assets of Service Provider.

7. CONFIDENTIAL INFORMATION.

7.1. Disclosure. The Parties acknowledge that, in the course of the performance of this Agreement, one Party (the “Disclosing Party”) may find it necessary or desirable to disclose or permit access to Confidential Information to the other Party (the “Receiving Party”) and its personnel. Disclosing Party’s disclosure of, or provision of access to, Confidential Information to Receiving Party’s personnel is solely for the purposes of carrying out this Agreement and for no other purpose.

7.2. Confidential Treatment. Confidential Information disclosed to a Receiving Party shall be held in confidence by the Receiving Party and not disclosed to others or used except as expressly permitted under this Agreement or as expressly authorized in writing by the Disclosing Party. Each Party will use the same degree of care to protect the other Party’s Confidential Information as it uses to protect its own information of like nature, but in no circumstances less than reasonable care. Each Party shall not reverse engineer, disassemble, or decompile Confidential Information nor create derivative works therefrom except as provided in this Agreement and the Statement of Work and its Exhibits.

7.3. Allowances. Notwithstanding anything to the contrary in this Section 7, Confidential Information may be disclosed by a Receiving Party: (a) to those of its employees, agents, and consultants who require it in connection with their duties on a need-to-know basis and who are contractually or legally obligated to hold such Confidential Information in confidence and restrict its use consistent with the Receiving Party’s obligations under this Agreement; (b) to the Receiving Party’s auditors, outside counsel, accountants and other similar business advisors, or in connection with an actual or prospective sale or transfer of assets; and (c) to the extent required by Law, pursuant to a subpoena, or order of a court or other government authority, provided that: (i) to the extent permitted by law or such legal process, the Receiving Party provides the Disclosing Party with sufficient advance notice of such disclosure requirement or obligation to permit Disclosing Party to seek a protective order or other appropriate remedy protecting its Confidential Information from disclosure; and (ii) Receiving Party limits the release of the Confidential Information to the greatest extent possible under the circumstances.

7.4. Exceptions. Obligations under this Section 7 shall not apply to information which: (a) was in the public domain or generally available to the public prior to receipt thereof by the Receiving Party from the Disclosing Party, or which subsequently becomes part of the public domain or generally available to the public other than by reason of any wrongful act of the Receiving Party or an employee or agent of the Receiving Party; (b) was in the possession of the Receiving Party without breach of any obligation hereunder to the Disclosing Party prior to receipt from the Disclosing Party; (c) is later received by the Receiving Party from a third party, unless the Receiving Party knows or has reason to know of an obligation of secrecy of the third party to

the Disclosing Party with respect to such information; (d) is developed by the Receiving Party independent of such information received from the Disclosing Party; or (e) has previously been disclosed by the Disclosing Party to third parties without obligation of secrecy.

7.5. Remedies. If the Receiving Party or its personnel has disclosed, or is threatening to disclose, any Confidential Information in breach of this Agreement, the Disclosing Party shall be entitled to seek an injunction to prevent the Receiving Party personnel from disclosing Confidential Information, or to prevent the Receiving Party personnel from providing any services to any third party to whom such Confidential Information has been or may be disclosed, without the necessity of posting a bond. The Disclosing Party shall not be prohibited by this provision from pursuing other remedies, including a claim for losses or damages.

7.6. Aggregated Data. Client grants to Service Provider a nonexclusive, perpetual, irrevocable, transferable, paid-up, royalty-free right and license (with right to grant sublicenses) to copy, process and use the Client Confidential Information to perform the Services. Company authorizes Service Provider to De-Identify Client Confidential Information to create a De-Identified data set and further authorizes Service Provider to aggregate the De-Identified Client Confidential Information with De-Identified data from other sources in a manner reasonably designed to prevent Service Provider and any other third party from using the De-Identified Client Confidential Information to analyze the particular characteristics of Company's business (as de-identified and aggregated, "Aggregated Data"). Client grants Service Provider a nonexclusive, perpetual, irrevocable, transferable license to employ data analytics on, create derivative works of, and otherwise practice and use the Confidential Information made part of the Aggregated Data and authorize others to do so. Subject to Client's sole continuing ownership of Client's Confidential Information, Service Provider will own all rights in patents, copyrights, trade secrets, trademarks, service marks, databases, moral rights, author's rights and any other intellectual or industrial property rights of any nature arising under applicable law in solutions and services that it creates using Aggregated Data. Company grants Service Provider a nonexclusive, perpetual, irrevocable, transferable, paid-up, royalty-free license (with right to grant sublicenses) to employ data analytics on, create derivative works of, and otherwise practice and use the Confidential Information made part of the Aggregated Data and authorize others to do so. Subject to Company's sole continuing ownership of Company's Confidential Information, Service Provider will own all rights in patents, copyrights, trade secrets, trademarks, service marks, databases, moral rights, author's rights and any other intellectual or industrial property rights of any nature arising under applicable law in solutions and services that it creates using Aggregated Data

8. MUTUAL REPRESENTATIONS AND WARRANTIES. Each Party represents and warrants to the other Party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

9. INDEMNIFICATION.

9.1. Indemnification by Service Provider. Service Provider shall defend, indemnify, and hold Client, Client's Affiliates, and their respective officers, directors, employees, agents,

successors, and permitted assigns (each, a "Client Indemnitee") harmless from and against all Losses awarded against a Client Indemnitee in a final, non-appealable judgment arising out of or resulting from any third-party claim, suit, action, or proceeding (each, an "Action") arising out of or resulting from, except to the extent caused by or attributable to the acts or omissions of Client or its agents, employees or contractors (other than Service Provider): (a) acts or omissions of Service Provider or its Clinic Team; (b) Service Provider's material breach of any representation, warranty, or obligation set forth in this Agreement; (c) the provision of Services by Service Provider's Clinic Teams; (d) any discrimination, alleged failure to comply with applicable labor laws, or regulations related to wages and salaries, wrongful termination, denial of due process, or any other labor-related cause of action resulting from its replacement, discipline, termination, or other conduct of or against Service Provider Personnel; or (e) any claims or actions by, on behalf of, or related to, any prospective, then-current or former employees of Service Provider based on their potential, current or past employment with Service Provider or any termination or separation from Service Provider, including: (i) any claim arising under occupational health and safety, worker's compensation, ERISA or other Law; or (ii) any claim based on a theory that Client is an employer or joint employer of any such individual.

9.2. Indemnification by Client. Client shall defend, indemnify, and hold harmless Service Provider, its affiliated Persons, and their respective officers, directors, managers, members, principals, consultants, contractors, subcontractors, administrators, employees, agents, successors, and permitted assigns (each, a "Service Provider Indemnitee") from and against all Losses awarded against a Service Provider Indemnitee in a final, non-appealable judgment arising out of or resulting from any third-party Action arising out of or resulting from: (a) any bodily injury, illness, or death of any person or damage to real or tangible, personal property resulting from the negligent or more culpable acts or omissions of Client or its agents, subcontractors, consultants, employees, or others acting on the Client's behalf or at the Client's direction; (b) Client's inaccuracy, failure, or breach of any representation, warranty, covenant, or obligation of Client in this Agreement; (c) any failure to comply with the Employee Retirement Income Security Act, Social Security Act, laws relating to the provision insurance, or other Law; or (d) any claims or actions by, on behalf of, or related to, any prospective, then-current or former employees of Client based on their potential, current or past employment with Client or any termination or separation from Client.

9.3. Procedure. The Party seeking indemnification hereunder shall promptly notify the indemnifying Party in writing of any Action and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any Action in a manner that adversely affects the rights of the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed. The indemnified Party's failure to perform any obligations under this Agreement shall not relieve the indemnifying Party of its obligations under this Agreement except to the extent that the indemnifying Party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

9.4. Limitation of Liability. Except as may be provided for in this Section 9, in no event shall either Party be liable for any special, incidental, consequential, indirect, exemplary, or punitive damages suffered by the other Party or any other third party. Notwithstanding any provision hereof to the contrary, neither Client's nor Service Provider's aggregate liability under this Agreement shall exceed the total amount paid or otherwise due and payable by Client to

Service Provider under this Agreement during the twelve (12) month period preceding the accrual of the claim.

9.5. No Double Recovery. In addition to and subject to Section 9.4 above, no indemnitee hereunder shall be entitled to recover the amount of any Losses suffered by such indemnitee more than once under all such agreements in respect of such fact, event, condition or circumstance, including without limitation, under any insurance policy the indemnitee has obtained, and an indemnifying Party shall not be liable with respect to indemnification. to the extent the indemnitee has otherwise been compensated on a dollar-for-dollar basis for such Losses.

10. INTENTIONALLY LEFT BLANK.

11. FORCE MAJEURE.

No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments to the other Party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's control, including, without limitation any acts of God; flood, fire or explosion; war, invasion, riot, or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; national or regional emergency; strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the Party's own employees or contractors; compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent; shortage of adequate power or telecommunications or transportation facilities; or any other event which is beyond the control of such Party (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. During the Force Majeure Event, the non-affected Party may similarly suspend its performance obligations until such time as the affected Party resumes performance.

12. EFFECT OF NEW AND EXISTING LAWS AND CHANGE OF CONDITIONS.

12.1. Renegotiate in Good Faith. The Parties agree to attempt to renegotiate this Agreement upon the occurrence of any of the following events: (a) if either Party would be materially and adversely affected by continued performance as a result of change in Law which require that one Party comply with a Law contrary to the Party's prior reasonable understanding; (b) any material portion or provision of this Agreement be declared illegal or in violation of any Law by any court or state or federal agency of competent jurisdiction; (c) Client or Service Provider receive notice from any federal or state agency that, in such agency's opinion, any material provision or provision of this Agreement is in violation of any federal or state statute, law, or rule or regulation, or official opinion; or (d) by Service Provider, at its discretion, if Client is engaged in a transaction or corporate reorganization which involves a material change to its operations where the result would frustrate the Parties' prior reasonable understandings concerning this Agreement.

12.2. Cooperation and Notice. The Party affected under Section 12.1 must promptly notify the other Party of the change, required compliance, official notice, or evidence of violation, and its desire to renegotiate this Agreement in order to address the occurrence of one or more of the events enumerated in Section 12.1(a)-(d) above. If the Parties hereto are unable to agree in good faith on a modification to such portion or provision of this Agreement, which modification does not materially alter a material benefit of the original Agreement enjoyed by either Party, and if an amendment to this Agreement is not executed within thirty (30) days of receipt of the renegotiation notice, the Party adversely affected shall have the right to immediately terminate this Agreement upon written notice to the other Party.

13. MISCELLANEOUS.

13.1. Further Assurances. Each Party shall, upon the reasonable request, and at the sole cost and expense of the other Party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

13.2. Insurance.

(a) Service Provider shall maintain professional liability insurance covering Clinic Teams providing Services at Clinic, at limits appropriate for the jurisdiction. For illustrative purposes, Service Provider may maintain policies in the following limits: One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) annual policy aggregate, though amounts may vary subject to regulatory requirements and Service Provider makes no guarantees regarding specific coverage amounts and limits that may be maintained at any given time.

(b) Client shall maintain comprehensive general liability insurance and all risk property damage insurance in an amount equal to the full replacement value of the Clinic buildings.

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

13.4. Publicity. Service Provider may not use the name of Client in any news release, public announcement, advertisement or other form of publicity outside of the operational needs of the Clinic, without the prior written consent of Client, which shall be deemed given for similarly situated items responsive to the request. Service Provider may use the name of Client as Required for the operational needs of the Clinic without such prior consent, but otherwise, Service Provider shall not use the name of Client for any publicity outside of the operational needs of the Clinic without the prior consent of Client.

13.5. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when personally delivered (with written confirmation of receipt); (b) one day after deposit with a nationally recognized overnight courier for overnight delivery (receipt requested); or (c) on the third day after the date deposited in the U.S. mails, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the

addresses indicated below (or at such other address for a Party as shall be specified in a notice given in accordance with this section).

If to, Service Provider:

PROACTIVE MD TN, P.C.
Attn: Chief Executive Officer
124 Allawood Court
Simpsonville, SC 29681

If to Client: then to address specified in Statement of Work.

13.6. Interpretation. For purposes of this Agreement: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, Schedules and Exhibits attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

13.7. Entire Agreement. This Agreement, together with all Schedules and Exhibits and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, any Exhibits and Schedules to this Agreement.

13.8. Assignment. No Party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that upon prior written notice to the other Parties, a Party may assign this Agreement to an Affiliate of such Party or to a successor of all or substantially all of the assets of such Party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

13.9. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.10. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.11. Amendments. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

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

13.13. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the US state in which the Services are primarily performed ("State") without giving effect to any choice or conflict of laws provision or rule that would cause the application of Laws of any jurisdiction other than those of the State. Any legal suit, action or proceeding arising out of or related to this Agreement or Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State.

13.14. Waiver of Trial by Jury. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

13.15. Equitable Relief. Each Party acknowledges that a breach by a Party of Section 7 above may cause the non-breaching Party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching Party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

"Service Provider"

PROACTIVE MD TN, P.C.

By: _____

Name: _____

Title: _____

"Client"

ANDERSON COUNTY GOVERNMENT

By: _____

Name: Terry Frank

Title: County Mayor, Chairman Board of Trustees

and

By: _____

Name: Robert Holbrook

Title: Finance Director

STATEMENT OF WORK

This Direct Primary Care Healthcare Services Statement of Work ("**Statement of Work**") is entered into by and between Service Provider (as defined below) and Client (as defined below and, together with Service Provider "**Parties**") as of the Effective Date. Capitalized terms used and not defined in the context in which they are used have the meanings set forth in Section 1 (Definitions) of the Employer Sponsored Direct Primary Care Agreement (the "**Agreement**"), and this is the Statement of Work referenced therein.

BACKGROUND

Client desires to provide quality primary care services to its employees and eligible Participants in order to obtain quality health outcomes with convenient access to health care services. Client desires to engage Service Provider, and Service Provider desires to be so engaged, to provide the Services set forth below.

1. GENERAL TERMS

1.1. Service Provider. Proactive MD TN, P.C.

1.2. Client. Anderson County Government

1.3. Clinic Location and Available Hours. Participants will have access to the following Clinic Locations and Available Hours:

Clinic Location	Available Hours of Services
Anderson County Health & Wellness Center Anderson County Courthouse 100 N. Main Street Room 105 Clinton, TN 37716	32-hours per week, Monday through Friday, excluding Holidays.

1.4. Hours of Operation. Hours will be varied across locations, Monday through Friday, excluding Holidays, as further agreed by authorized representatives of the Parties.

1.5. Effective Date. February 27, 2024.

1.6. Term. The term of this Agreement will commence on the Effective Date and will expire 36 months from the Effective Date ("**Initial Term**").

1.7. Renewal Options, Renewal Term. Upon expiration of the Initial Term, and upon the expiration of each Renewal Term (as hereinafter defined), if mutually agreed by both parties, this Agreement will renew for up to two (2) total additional, consecutive periods of 12-months each (each, a "**Renewal Term**"). The decision to renew will be made at least 90 days' in advance of the expiration date. Pricing for any renewal periods shall be as mutually agreed by the Parties, in accordance with Exhibit B Sections 4 & 5. Together, the Initial Term and any Renewal Terms are the "**Term**" of this Agreement. In accordance with its terms, Exhibit D applies to the Initial Term of the Agreement.

1.8. **Additional Termination Provisions.** None.

1.9. **Special Conditions.** None.

1.10. **Special Exemptions from Base Terms.** None.

1.11. **Client Contact Information for Legal and Clinic Operation Purposes.**

Client Name:

<i>Attention Of (if applicable):</i>	Kim Jeffers-Whitaker
<i>Department (if applicable):</i>	Human Resources
<i>Street Address:</i>	100 N Main Street, Suite 102
<i>City, State, ZIP:</i>	Clinton, TN 37716

1.12. **Client Contact Information for Billing Purposes.**

Client Name:

<i>Attention Of (if applicable):</i>	Robert Holbrook
<i>Department (if applicable):</i>	Finance Department
<i>Street Address:</i>	100 N Main Street, Suite 210
<i>City, State, ZIP:</i>	Clinton, TN 37716

EXHIBIT A: SERVICES

1. DIRECT PRIMARY CARE SERVICES: Service Provider will operate a primary care clinic that will provide certain diagnosis and treatment services for acute and chronic illnesses, preventative health services and screenings, patient education, and chronic disease management, within the scope of training and licensing of Service Provider Personnel. Examples of such services include the following:

(a) Chronic Care:

- (i) Hypertension / Cerebrovascular Disease
- (ii) Diabetes / Hypothyroidism / Obesity
- (iii) Coronary Artery Disease / Congestive Heart Failure / Atrial Fibrillation / Dyslipidemia
- (iv) Rheumatoid Arthritis / Osteoarthritis / Autoimmune Conditions
- (v) Chronic Kidney Disease
- (vi) Seizures / Migraines / Depression
- (vii) Chronic Obstructive Pulmonary Disease / Asthma / Tobacco Cessation / Allergy Management
- (viii) Hepatitis / Fatty Liver Disease

(b) Prevention:

- (i) Health Risk Assessments / Annual Physicals / Sports Physicals / Wellness Visits / Tobacco cessation
- (ii) Cancer screenings (as indicated by age & family history)
- (iii) Lifestyle Modification (based on risk factors)

(c) Acute Care:

- (i) Influenza / Shingles / Viral Syndromes
- (ii) Bronchitis / Pneumonia
- (iii) Sinusitis / Otitis Media / Streptococcal Pharyngitis / Allergy Management
- (iv) Lacerations
- (v) Urinary Tract Infections
- (vi) Minor Pains/Strains/Sprains

(d) Labs:

The drawing and processing of CLIA waived testing (labs) that can be performed at the Clinic including urinalysis, pregnancy test, strep test, influenza test A & B, urine for microalbumin, provider performed microscopy, glucose, and a lipid panel, as well as all non-CLIA waived labs that can be collected at the Clinic and sent to an external third party for processing.

(e) Vaccinations:

- (i) Influenza vaccines administered annually;
- (ii) School vaccines;
- (iii) Hepatitis; and

(iv) others as indicated.

(f) Procedures:

as permitted by Clinicians' scope of practice, training, and equipment:

- (i) Skin Biopsies / Suturing / Cryotherapy
- (ii) Abscess Incision & Drainage
- (iii) Orthopedic splint application
- (iv) Phlebotomy / EKG / Spirometry / Ear Lavage
- (v) Certain Injections (allergy, hormones, et al). as medically appropriate as may be determined by qualified members of the Clinic Team. Service Provider will perform hormone injections only for: (a) testosterone (to be brought in by the patient), and (b) Depo (which can be ordered internally). Medications may be prescribed by external provider.

(g) Medication Dispensing:

Certain generic medications dispensed onsite, pursuant to applicable regulations, and as medically appropriate as determined by qualified members of the Clinic Team.

2. PATIENT ADVOCATE SERVICES: If Patient Advocate Services are not elected, by mutual consent Parties may agree to add Patient Advocate Services at a later date. Patient Advocate Services mean certain patient assistance and advocacy services, as determined by Service Provider, and subject to relevant regulatory requirements and best practices. Provided by designated personnel, as further determined by Service Provider.

3. ADDITIONAL SERVICES: Client and Service Provider may, at any time and by mutual agreement, include additional services to be provided by Service Provider as part of this Agreement ("**Additional Services**"), which includes any requests for wellness or health fairs or events (provided the attendance and participation of members of the Clinic Team during their regularly scheduled Clinic hours is included in Monthly Services Fees as set forth in Exhibit B). Such Additional Services, including any additional fees and requirements that may arise from such Additional Services, shall be documented in-writing, as an addendum to this Agreement, in order to be incorporated into this Agreement. Additional Services, when incorporated into this Agreement, shall be subject to the terms and conditions of this Agreement, unless stated otherwise in the Additional Services addendum.

4. CLINIC TEAMS & HOURS OF CLINIC OPERATION:

4.1. Clinic Teams. The planned combination of Physicians, Clinicians, Patient Advocates, medical assistants, and other team members providing Services at the Clinic locations is as follows:

CLINIC LOCATION	CLINIC TEAM
Anderson County Health & Wellness Center	Providers: 1 Clinician (32 hours/week).
Anderson County Courthouse 100 N. Main Street Room 105 Clinton, TN 37716	Providers will be supported by 1 Support Personnel (32 hours/week).

(a) Definitions of Clinic Team Personnel:

- i. "Support Personnel" means a certified medical assistant or a licensed practical nurse.
- ii. "Clinician" means either a Physician Assistant or a Nurse Practitioner.

(b) Clinic Team Allocation. Individual members of Clinic Team listed above may be allocated to different days and scheduled hours, as further agreed by Parties. The number of personnel listed above indicates individuals; however, it shall not be interpreted as full-time equivalency (for example "1 Personnel" represents one individual, who may be full-time or part-time, subject to Hours of Operations and other Clinic Team Allocation variables.

(c) Number of Clinic Team Personnel. The Clinic Team(s) listed above indicates either the roles or the certifications of specific personnel. Multiple personnel of same qualifications may be members of Clinic Team(s), as further agreed by Parties.

4.2. Hours of Operation: Hours will be varied across locations, Monday through Saturday, excluding Holidays, as further agreed by Parties, provided that the Parties agree that Participants will have access to the following Clinic Locations at the following Available Hours:

Clinic Location	Available Hours of Services
Anderson County Health & Wellness Center Anderson County Courthouse 100 N. Main Street Room 105 Clinton, TN 37716	32-hours per week, Monday through Friday, excluding Holidays.

5. HOLIDAYS: The Clinic will be closed on, New Year's Day, Martin Luther King Day, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, and Christmas Day. If the Holiday falls on Saturday, the Clinic will be closed on the Friday before the Holiday. If the Holiday falls on Sunday, the Clinic will be closed on the Monday following the Holiday. In addition, the Clinic will be closed on days designated by Client as a holiday. The Parties may modify the schedule of Holidays at any time, by mutual agreement.

6. OUT OF SCOPE. Services not stated herein are deemed to be outside of the scope of the Services; *provided, however*, that all the acts, services, tasks, subtasks, deliverables or work reasonably necessary to provide the Services expressly stated herein shall be deemed to be within the scope of Services, other than the Reimbursable Expenses. Client acknowledges that implementation and set up services are expressly excluded from the scope of Services and will be addressed in Exhibit F and in Sections 2.1 and 6 of the Agreement.

EXHIBIT B: FEES

1. **Monthly Service Fees**: Monthly Service Fees include costs and expenses that arise from certain operational, logistical, and administrative services provided by Service Provider.

- (a) **Monthly Service Fee Amount**: Client agrees to compensate Service Provider for the Monthly Service Fees in the following amounts:

Services	Invoice Amount	Invoice Frequency
SERVICES INCLUDED IN THE MONTHLY SERVICE FEES:	For months 1-24 of the Initial Term: \$37,000 per month.	Monthly
	For months 25-36 of the Initial Term: \$39,200 per month.	

- (b) **Services Included in Monthly Service Fees**: costs and expenses that directly arise from the following Services are included in Monthly Service Fees:

- (i) Clinic Team labor, including salary, incentives, bonuses, payroll taxes, benefits, training, CME stipends, PTO, after-hours care, terminations, recruitment; onboarding, temporary staffing/coverage, and raises
- (ii) Direct Primary Care Services
- (iii) Replenishment of basic consumable medical supplies utilized in the care of patients
- (iv) Insurance coverage
- (v) Relevant licensing
- (vi) Patient engagement, marketing, and outreach (includes Health & Wellness Center marketing materials, health educational materials, patient satisfaction survey services, spouse & dependent outreach materials, patient portal technology, social media content, participation in Client health & wellness fairs and events, open-access scheduling, two-way messaging, health forums and discussions). For removal of doubt, the participation in health & wellness fairs and events described in the preceding sentence covers the attendance and participation of members of the Clinic Team during their regularly scheduled Clinic hours, but other costs and expenses associated with health & wellness fairs and events conducted by the County shall be as mutually agreed in an written, signed addendum or amendment for the Additional Services).
- (vii) Technology, technology licensing, and maintenance
- (viii) Services team
- (ix) Direct service support
- (x) Risk management
- (xi) Community network development
- (xii) Labs processed by Service Provider or Service Provider's laboratory partner, including individual labs that are invoiced to Service Provider by Service Provider's laboratory partner at or below the following rate: \$15 per individual lab or any lesser amount. Client agrees that any labs that are invoiced to Service Provider by Service Provider's laboratory partner at a rate exceeding \$15 per lab shall be considered a Reimbursable Expense and shall be reimbursed to Service Provider by Client as set forth in this Agreement.
- (xiii) Planned Travel, which includes Service Provider's Regional Medical Director's, Account Manager's, or Operations Director's (or, in each case, equivalent personnel) planned quarterly trips to Client, as well as other Service Provider-initiated travel as needed to support the Clinic Team throughout the Term.

- (c) Services Not Included in Monthly Service Fees: any services and/or expenses that are either: (i) identified as "Reimbursable Expenses," or (ii) Additional Services as identified in Exhibit A, Section 3; or (iii) which are otherwise out-of-scope or otherwise identified in this Agreement as being optional, additional, or otherwise available for additional compensation, are not included in the Monthly Service Fees.

2. Reimbursable Expenses: Reimbursable Expenses include certain costs and expenses that are not included in the Monthly Service Fees. Service Provider shall invoice Client, and Client agrees to reimburse Service Provider for such Reimbursable Expenses at Cost.

- (a) Categories of Reimbursable Expenses: The following costs and expenses shall be considered "**Reimbursable Expenses**":

- (i) **Complex Labs and Other Excluded Labs; CLIA-Waived Laboratory Supplies.** Includes labs that are invoiced to Service Provider by Service Provider's laboratory partner at a rate of \$15.01 per lab or more, and all labs ordered by Service Provider Clinic Team in collaboration with a third-party community provider, provided that Service Provider is able to perform such Complex Labs at rates lower than Client's health plan rates. Also includes test kits and supplies used for processing any labs, such as urinalysis, pregnancy test, strep test, influenza test A & B, urine for microalbumin, provider performed microscopy, glucose, and a lipid panel, with respect to such laboratory supplies.
- (ii) **Vaccinations & Immunizations.** Includes vaccinations and immunizations, such as TDAP, flu, or other specialized vaccinations, that are ordered by Service Provider.
- (iii) **Pharmaceutical Items.** Includes medications dispensed by Service Provider on Premises, as part of Service Provider's medication dispensing services.
- (iv) **DME and Goods & Services Offered Through Third Party Vendors.** Includes durable medical equipment (DME) and other goods and services offered through third party vendors, including without limitation third-party pathology services that may be occasionally ordered by Service Provider's Clinicians for diagnostic purposes. Clients understand and agrees that third party vendors will supply any requested massage therapy and virtual & behavioral health services to Participants, and the Costs of such services are Reimbursable Expenses.
- (v) **Equipment Repair or Replacement:** Includes expenses related to repair or replacement of medical or office equipment (including but not limited to medical equipment, refrigerators, computers or network security equipment, or printers) that Service Provider determines in its discretion are needed to bring such equipment back to operating standards.
- (vi) **Negotiated Fees as Agreed by Client.** Service Provider may attempt to identify additional opportunities to reduce Client's health care spend, such as radiology, physical therapy, chiropractic care, behavioral health, and other specialty care. In the event that (i) Service Provider succeeds in negotiating service rates for external, third-party health services with third-party community providers ("**Negotiated Fees**"); (ii) such rates are more favorable than the rates available through Client's existing health plan; and (iii) **Client agrees to accept and reimburse Service Provider for such Negotiated Fees**; then includes such Negotiated Fees.
- (vii) **Other Expenses Service Provider Incurs as Requested by Client.** Such expenses include, without limitation:

- a. **Filing Claims.** In the event Service Provider is required to file pharmacy or medical claims, includes the setup, monthly usage, and any

transaction fees from such filings.

- b. *Unplanned Travel*. Includes all reasonable, actual, and documented travel and out-of-pocket expenses incurred in connection with site visits requested by Client not in connection with Planned Travel (as defined in Section 1(b)(xiii) of this Exhibit B).
- c. *Utilities*. In the event Client requires Service Provider to supply any utility services Required to operate the Clinic, then includes expenses of such services. Utilities include any utility service of any kind or nature to operate the Clinic, including without limitation, cleaning, telephone, electricity, gas, water, waste disposal (including, without limitation, biohazardous waste pickup, oxygen supply, patient health information destruction services, and internet services).

3. Payment of Fees. Client shall pay all invoiced amounts due to Service Provider within fourteen (14) calendar days where possible, but in no event later than thirty (30) calendar days of the date of the invoice, at which point they will be deemed late. All payments hereunder shall be in U.S. dollars and made by Automated Clearing House electronic funds transfer (ACH) or wire transfer. All full or partial late payments shall bear interest at the lesser rate of one percent (1%) per month or the highest permissible rate under Law, calculated daily, and compounded monthly. Service Provider will not be required to charge the Participant or file claims with any third-party payer, unless required by Law.

4. Scheduled Fee Adjustment. The Parties shall mutually agree to the pricing for any Renewal Term as part of the decision to renew or not to renew, and the Parties understand and agree that the Fees Service Provider will charge will necessarily be adjusted upward for any Renewal Term based on economic factors, including inflation, and will not remain the same as the period prior to renewal.

5. Unscheduled Fee Adjustments: The Parties agree that the fees set forth in this Agreement may also be adjusted via an amendment or addendum as described in Section 5(b) below) in the event of a Material Change, or as otherwise permitted under this Agreement.

- (a) Material Change: In the event a Material Change occurs during the Term of this Agreement, it shall trigger an adjustment to the Monthly Service Fees, and/or to any other Fees that are affected by such a Material Change. Any of the following events shall be considered a "Material Change":
 - (i) A request, legal requirement, or a mutually agreed decision to increase the amount of Clinic Team coverage hours.
 - (ii) A request, legal requirement, or mutually agreed decision to change the Clinic Team staffing model that causes addition of new Clinic Team members.
 - (iii) A request, legal requirement, or mutually agreed decision to add or materially change the services provided by Service Provider.
 - (iv) Material changes in the composition of Participants that cause the assumptions used by Service Provider in entering into this Agreement to no longer be valid. Such a material change in the composition of Participants may include (but not limited to) changes in Participant population that cause materially different mix of health risks, history, or social determinants of health. Any event occurs which would give Service Provider the right to terminate this Agreement pursuant to Section 5.1(a) (Termination for Insolvency) or 5.3(c) (Termination for Cause).

- (b) Effects of Material Change: In the event of a Material Change, the Parties shall

negotiate and agree to a mutually satisfactory adjustment to the Monthly Service Fee (and/or to other affected Fees) prior to implementing changes to staffing or services due to such a Material Change. Such adjustments shall be documented in writing, as an addendum or an amendment to this Agreement. The Parties agree to undertake such a negotiation in good faith; and Client shall not unreasonably deny the necessary adjustments to fees in the event of a Material Change.

EXHIBIT C: DATA TRANSMITTAL REQUIREMENTS

1. **Data Files:** Medical claims data, pharmacy claims data, and enrollment data files must be in a machine-readable, flat file format compatible with Service Provider software systems. Documentation of file layout used and any definitions, descriptions, or formulas needed to understand the data elements must accompany all files. Data shall ALWAYS be transmitted in a secure manner consistent with NIST standards, and Client is responsible for Client and its vendors ensuring the secure delivery of data to Service Provider.

2. **Minimum Data Elements:** Client acknowledges that the following minimum data elements should be included in all files transmitted or otherwise provided to Service Provider in order to satisfy the successful and timely transfer of data requirements for which the Performance Guarantee described on Exhibit D is dependent.

(a) **Medical Claims Data**

- (i) Payer submitting payments
- (ii) Claim Number
- (iii) Service line Sequence Number
- (iv) Plan group code
- (v) Unique member ID
- (vi) Date claim was received by payer
- (vii) Claim Date of Payment
- (viii) Inpatient Admission Date - ccyyymmdd
- (ix) Inpatient Admission Type
- (x) Inpatient Admission Source
- (xi) Inpatient Discharge Date - ccyyymmdd
- (xii) Inpatient discharge Status - Code
- (xiii) Provider's Tax Id
- (xiv) Rendering/Attending Provider NPI
- (xv) Service Provider's First Name
- (xvi) Service Provider's Middle Name
- (xvii) Service Provider's Last Name or Organization Name
- (xviii) Service Provider's Name suffix
- (xix) Service Provider's Organization Name
- (xx) Service Provider's Specialty
- (xxi) Service Provider street address one
- (xxii) Service Provider street address two
- (xxiii) Service Provider's City
- (xxiv) Service Provider's State
- (xxv) Service Provider's Zip Code
- (xxvi) Bill Type (Institutional Only)
- (xxvii) Place of Service Code - Professional Only
- (xxviii) Claim Status
- (xxix) Inpatient Admitting Diagnosis
- (xxx) ICD-10 Principal diagnosis
- (xxxi) ICD-10 Additional diagnoses (up to 20)
- (xxxii) Length of stay for an inpatient hospital claim
- (xxxiii) NetPaid Amount as recorded on the claim payment record
- (xxxiv) Adjusted amount as recorded on the claim payment record
- (xxxv) Service line Benefit Code
- (xxxvi) Service line Revenue Code
- (xxxvii) Service line Procedure Code (CPT/HCPCS)
- (xxxviii) Service line Procedure Code Modifier(s)
- (xxxix) Service line From Date of Service ccyyymmdd
- (xl) Service line Through Date of Service ccyyymmdd
- (xli) Service line Count of Services Performed/Units of Service
- (xlii) Service line billed amount
- (xliii) Service line plan paid amount
- (xliv) Service line copayment
- (xlv) Service line coinsurance

- (xvi) Service line deductible
- (xlvii) DRG Code
- (xlviii) Service line Penalty Amount
- (xlix) Service line Out-of-Pocket Amount
- (l) Service line Patient Responsibility
- (li) Service line Anesthesia Minutes
- (lii) This Claim Adjusted By Claim
- (liii) This Claim Adjusts Claim
- (liv) In-network / Out-of-network Indicator

(b) Pharmacy Claims Data

- (i) Payer/PBM submitting payments
- (ii) Unique member ID
- (iii) Prescription number
- (iv) Pharmacy NABP number
- (v) Pharmacy name
- (vi) Prescribing provider's NPI number
- (vii) Service (filled) date - ccyymmdd
- (viii) NDC package code
- (ix) Drug name
- (x) Drug strength
- (xi) Pricing unit
- (xii) Quantity dispensed
- (xiii) Days supply dispensed
- (xiv) Dispense-as-written indicator
- (xv) Dispensing fee
- (xvi) Plan paid amount
- (xvii) Copayment amount
- (xviii) Deductible amount
- (xix) Plan formulary ID
- (xx) Drug source (generic, multi-source brand, single-source brand)

(c) Enrollment Data

- (i) Payer submitting payments
- (ii) Unique member ID
- (iii) Subscriber's plan group code
- (iv) Subscriber's benefits plan type
- (v) Subscriber's site of employment (for multi-site clinic implementations)
- (vi) Member's relationship to subscriber (subscriber, spouse, child)
- (vii) Plan subscriber's member ID
- (viii) Member's first name
- (ix) Member's last name
- (x) Member's gender
- (xi) Member's date of birth
- (xii) Member's address
- (xiii) Member's zip code
- (xiv) Member's telephone number
- (xv) Member's e-mail address
- (xvi) Medical plan effective date
- (xvii) Medical plan term date
- (xviii) Rx plan effective date
- (xix) Rx plan term date
- (xx) Member's primary care provider name
- (xxi) Member's primary care provider Tax ID
- (xxii) Member's primary care provider NPI
- (xxiii) Member's primary care provider

EXHIBIT D: PERFORMANCE GUARANTEE

[attached.]

EXHIBIT D: PERFORMANCE GUARANTEE

Service Provider agrees to place certain fees at-risk, subject to the terms and performance criteria set forth in this Exhibit D (together, the "*Performance Guarantees*").

1. Structure:

- (a) Fees at Risk: Service Provider will place up to ten percent (10%) of its total DPC Service Fees at-risk ("*Fees at Risk*"), divided into four (4) Performance Guarantee categories. Each Performance Guarantee Category will account for 1/4th of Fees at Risk.

Note: *Fees at Risk include the above-stated percentage of the fixed DPC Service Fees only, and do not apply to any other sum paid or payable under the Agreement or the SOW. By way of example and not limitation, Fees at Risk do not apply to any reimbursable or pass-through expenses paid by Client to Service Provider.*

(b) Performance Guarantee Categories:

- i. Patient Experience: ("*Patient Experience*") - subject to patient service performance criteria.
- ii. Engagement: ("*Employee Engagement*") - subject to patient participation criteria.
- iii. Client Experience: ("*Client Experience*") - subject to client service criteria.
- iv. Clinical: ("*Chronic Disease Management*") - subject to clinical criteria.

2. Category 1: Patient Experience Performance Guarantee

Amount at-risk: 1/4th of Fees-at-Risk with respect to the Measurement Period ("*Category 1 Amount*")

Measurement Period: Twice Annually throughout the Initial Term.

Criteria:

Benchmark: Service Provider will achieve a Net Promoter Score of at least 70 for such Measurement Period:

- Service Provider shall achieve a Net Promoter Score of at least 70 for such Measurement Period, measured through the commercially standard calculation described in Performance Measurement Methodology.
- All patients will be offered the opportunity to complete a patient satisfaction survey at the conclusion of their visit through one or more modalities: offered within the health center upon checkout, offered through email link sent within one week of the encounter, or through a link available at all times through the patient portal.

Performance Measurement Methodology:

- Net Promoter Score (NPS) shall be measured using commercially standard methods, based on a question asked on all modalities of the patient satisfaction survey, written as or similar to "How likely would you be to recommend the Proactive MD Health Center to a friend or colleague who is eligible to use Proactive MD Health Centers?" with responses taking the form of a numeric score between 0 and 10, with 0 representing "Not likely" and 10 representing "Extremely likely"
 - $NPS = \text{Percentage of Promoters} \text{ minus the Percentage of Detractors across all completed patient satisfaction surveys during the Measurement Period, rounded up to the nearest integer.}$
 - $NPS = (\text{Number of patient surveys completed during Measurement Period with a response of 9 or 10 divided by the total number of patient surveys completed during Measurement Period}) \text{ minus } (\text{Number of patient surveys with a response of 6 or lower completed during the Measurement Period divided by the total number of patient surveys completed during the Measurement Period}), \text{ rounded up to the nearest integer.}$
- Service Provider reserves the good faith right to remove from calculation such surveys where the reason for score given by respondent, if provided, is reasonably interpreted to be unrelated in any material respect to the care or service provided by Service Provider at the Health Center or as delivered virtually, or where the score given is inconsistent with the description given by the respondent, or in the event a respondent has submitted duplicative surveys or series of related surveys, or where respondent is reasonably determined to be unaffiliated with Client or otherwise not relating to the care or service provided to such respondent by Service Provider.

Conditions for Credit:

Client's eligibility to receive a credit based on the Fees at Risk regarding the Category 1 Amount will be conclusively determined per following schedule:

No Credit, if:	Partial Credit, if:	Partial Credit, if:	Full Credit, if:
NPS is equal to or greater than the benchmark.	NPS is between 60 and 69	NPS is between 50 and 59.	NPS is below 50.
	↓	↓	↓
	10% of the Category 1 Amount paid over such Measurement Period.	50% of the Category 1 Amount paid over such Measurement Period.	100% of the Category 1 Amount paid over such Measurement Period.

3. Category 2: Employee Engagement Performance Guarantee

Amount at-risk:	1/4 th of Fees-at-Risk with respect to the Measurement Period (" <i>Category 2 Amount</i> ")
Measurement Period:	First measured on month 25 (for months 13-24 period), and thereafter repeated annually for the remainder of the Initial Term (i.e. for months 25-36 period).

Criteria:

Benchmark: Service Provider must meet or exceed "*Total Engagement*" (*see below*) benchmark of [benchmark to be established based on a data-driven analysis] with respect to such Measurement Period.

Performance Measurement Methodology:

- Service Provider will measure actual engagement of Eligible Employees for each Measurement Period ("*Actual Engagement*"). Actual Engagement will be tracked via encounters.
- Analysis will be limited to employees living or working within 20 miles or a reasonable service area around the Health Center only, as may be further defined by the mutual agreement of both Service Provider and Client.

Conditions for Credit:

Client's eligibility to receive a credit based on the Fees at Risk regarding the Category 2 Amount will be conclusively determined per following schedule:

No Credit, if:	Partial Credit, if:	Partial Credit, if:	Full Credit, if:
Actual Engagement is equal to or greater than the benchmark for such Measurement Period.	Actual Engagement is up to 10% below benchmark for such Measurement Period.	Actual Engagement is up to 20% below benchmark for such Measurement Period.	Actual Engagement is more than 20% below benchmark for such Measurement Period.
	↓	↓	↓
	25% of the Category 2 Amount paid over such Measurement Period.	50% of the Category 2 Amount paid over such Measurement Period.	100% of the Category 2 Amount paid over such Measurement Period.

4. **Category 3: Service Delivery Performance Guarantee**

Amount at-risk: 1/4th of Fees-at-Risk ("Category 3 Amount")

Measurement Period: Twice annually throughout the Initial Term.

Criteria:

Benchmark: Service Provider must substantially resolve all "Recurring Service Delivery Issues" (see below) in the corresponding Measurement Period via a "Reasonable Solution" within 30 days of the Notice Date.

Performance Measurement Methodology:

- "Notice Date" means the date on which Service Provider is: (a) notified of a Recurring Service Delivery Issue by Client, or (b) Service Provider's management becomes aware of a Recurring Service Delivery Issue via notifications or complaints by Participants.
- "Service Delivery" means any material aspect of customer service received by Client or Participants with respect to service and experience. Examples of Service Delivery include, but are not limited to, wait times, appointment availability, responsiveness of Clinic Team to inquiries by Participants, and responsiveness of Service Provider to inquiries by Client. Service Delivery does not include clinical outcomes or medical services.
- "Recurring Service Delivery Issue" means instances of either Participant's or Client's experience that are (a) substantially similar in nature or otherwise substantially similar in an objective manner, in either case, that reasonably evidences shared underlying causes, and (b) are less than Reasonable Expectation (as defined below) that a Participant or Client would have in a similar instance.
- "Reasonable Expectation" shall be defined as the level of Service Delivery experience a Client or a Participant would reasonably expect based on (a) the terms of the Agreement and SOW; (b) prior assurances by an authorized representative of Service Provider, (c) prevailing customary industry standards, or (d) reasonable expectations upon Service Provider under the circumstances, provided that, in any case, Service Provider received appropriate compensation necessary for Service Provider to meet such a Reasonable Expectation.
- "Reasonable Solution" means Required corrective action(s) taken by Service Provider that resolves the Recurring Service Delivery Issue in a manner that meets the Reasonable Expectation and reduces or eliminates the Recurring Service Delivery Issue in a reasonable way, provided that a similar Service Delivery Issue would be deemed resolved if it occurs occasionally, but not systemically or on a recurring basis.
- "Required" means as necessary to conform to the terms of the Agreement and SOW, as determined by Service Provider in its reasonable discretion in consultation with the Client.

Conditions for Credit:

Client's eligibility to receive a credit based on the Fees at Risk regarding the Category 3 Amount will be conclusively determined per following schedule:

No Credit, if:	Full Credit, if:
All Recurring Service Delivery Issues identified in such Measurement Period have been substantially resolved via a Reasonable Solution within 30 days.	Service Provider fails to substantially resolve one or more Recurring Service Delivery Issues identified in such Measurement Period within 30 days, in which case Client will receive a credit equal to 100% of the Category 3 Amount paid over such Measurement Period

5. Category 4: Chronic Disease Management Performance Guarantee

Amount at-risk:	1/4 th of Fees-at-Risk ("Category 4 Amount")
Measurement Period:	First measured on month 25 (for months 13-24 period), and thereafter repeated annually for the remainder of the Initial Term (i.e. for months 25-36 period).

Criteria:

Benchmark: Service Provider must meet or exceed the "Average Clinical Performance" (see below) benchmark of sixty percent (60%), with respect to "Clinical Targets" for each "Target Condition" (as identified in the table below).

TARGET CONDITION	CLINICAL TARGET
HYPERTENSION	60% of Patients to measure below 140/90 within 6 months of first diagnosis by Service Provider.
DIABETES MELLITUS	60% of Patients to measure HgA1c at or below 9, or who have had a decrease of HgA1c greater than or equal to 0.5, within 6 months of first diagnosis by Service Provider.
HYPERLIPIDEMIA:	60% of Patients who meet USPSTF criteria for statin use will be on a statin within 6 months of first diagnosis by Service Provider.

Performance Measurement Methodology:

- "Patients" means adult patients who are receiving care from Service Provider for a Target Condition at the Health Center and meet the eligibility requirements for that Target Condition
- A "Success Benchmark" will be established as the target number of patients who achieve Clinical Targets for such Target Condition.
- "Clinical Performance" will be calculated as the actual number of enrolled patients in each Target Condition who meet or exceed Clinical Target for their corresponding Target Condition, divided by Success Benchmark.
- "Average Clinical Performance" is defined as the average of Clinical Performance across all Target Conditions.

Sample Illustration

TARGET CONDITIONS	SUCCESS BENCHMARK	ACTUAL PATIENTS WHO MEET OR EXCEED THE TARGET	CLINICAL PERFORMANCE
DIABETES MELLITUS	74	74	100%
HYPERTENSION	120	113	94.2%
HYPERLIPIDEMIA	50	45	90.0%
		AVERAGE CLINICAL PERFORMANCE	94.7%

Conditions for Credit:

Client's eligibility to receive a credit based on the Fees at Risk regarding the Category 1 Amount will be conclusively determined by the following schedule:

No Credit, if:	Partial Credit, if:	Partial Credit, if:	Full Credit, if:
Average Clinical Performance meets or exceeds the benchmark for such Measurement Period.	Average Clinical Performance is below the benchmark but no more than 10% below the benchmark for such Measurement Period.	Average Clinical Performance is between 11% and 20% below the benchmark for such Measurement Period.	Average Clinical Performance is more than 20% below the benchmark for such Measurement Period.
	↓	↓	↓
	10% of the Category 2 Amount paid over such Measurement Period.	50% of the Category 2 Amount paid over such Measurement Period.	100% of the Category 2 Amount paid over such Measurement Period...

6. Conditions:

- (a) **Credits of Fees-at-Risk:** Earned credits will be applied as follows:
- (i) Patient Satisfaction Performance Guarantee: end of such Measurement Period, as a monthly credit.
 - (ii) Employee Engagement Performance Guarantee: end of such Measurement Period, as monthly credit.
 - (iii) Chronic Disease Management Performance Guarantee: end of the calendar month following the calendar month that contains the end such Measurement Period, as monthly credit.
 - (iv) Client Satisfaction Performance Guarantee: end of such Measurement Period, as monthly credit.
- (b) **Termination by Client Other Than for Service Provider's Breach:** In the event this Agreement is terminated by Client for reasons other than a breach by Service Provider, the Performance Guarantees shall no longer apply, and this Exhibit D shall become null and void. In the event this Agreement is terminated by Client for breach by Service Provider, the Performance Guarantees shall be prorated with respect to the current Measurement Period as to fees actually paid by Client, but no Performance Guarantees as to periods commencing after the termination date, or crediting future fees which have not been paid by Client, shall apply.
- (c) **Termination by Service Provider for Client's Breach:** In the event this Agreement is terminated by Service Provider due to a breach by Client, giving effect to all relevant notice and cure periods, the Performance Guarantees shall no longer apply, and this Exhibit D shall become null and void.
- (d) **Other Conditions:** Performance Guarantees shall no longer apply if any of the following events occur, provided, however, that in such case, Performance Guarantees may be re-negotiated and mutually agreed upon by the Parties in a signed writing:
- (i) A significant change in Clinic staffing is requested or agreed upon by Client.
 - (ii) A material plan design change occurs that Service Provider determines, in its reasonable discretion could have a material and adverse impact on Clinic's ability to achieve one or more Performance Guarantee objectives.
 - (iii) A material change in the composition of Participants invalidates assumptions used by Clinic in committing to Performance Guarantees. By way of example and not limitation, such material changes would include a situation where the Participant population becomes materially different in terms of health risks, history, or social determinants of health.
 - (iv) Client fails to provide all Claims Data and Enrollment Data as set forth in the Agreement and/or the SOW, or Client fails to provide such data in the format as agreed upon by the Parties.
 - (v) Client fails to fulfill its duties and obligation in the Agreement, the SOW, or this Exhibit D.
 - (vi) Client does not permit Service Provider time to conduct quarterly on-site engagement events at the Clinic (with meaningful and direct contact at such times for an open and general audience of interested Participants) as may be reasonably requested by Service Provider in consultation with the Client.
 - (vii) Client does not permit Service Provider to undertake direct outreach to Participants through appropriate use of contact information, including without limitation, by telephone, e-mail, or direct mailings.

EXHIBIT E: DATA SECURITY TERMS

1. OVERVIEW. THIS EXHIBIT DESCRIBES SERVICE PROVIDER DATA SECURITY TERMS. THE PARTIES DESIRE TO COMPLY WITH THE HITRUST COMMON SECURITY FRAMEWORK OR SIMILAR INDUSTRY STANDARD SECURITY CONTROLS ("CSF").

2. DEFINITIONS

"Industry Standard Security Practices" means the core security practices appropriate to Service Provider business and services that are commonly implemented as standards across the information technology industry such as the 17 authoritative sources listed in the HITRUST CSF.

"Security Policies" means Service Provider statements of direction for securing Client Data pertaining to Industry Standard Security Practices and mandating compliance with applicable laws and regulations; and are typically high-level instructions to management on how the organization is to be run with respect to Industry Standard Security Practices.

"Security Breach" means, an impermissible use or disclosure that compromises the security or privacy of Client Data or Protected Health Information (as defined under the Business Associate Agreement) such that the use or disclosure poses a significant risk of financial, reputational, or other harm to the affected individual or Party.

3. SCOPE. THIS EXHIBIT IS NOT INTENDED TO BE AN ALL-INCLUSIVE LIST OF SECURITY SERVICES AND OBLIGATIONS NECESSARY TO COMPLY WITH INDUSTRY STANDARD SECURITY PRACTICES BUT IS INTENDED TO CAPTURE KEY ELEMENTS OF SUCH A PROGRAM. SERVICE PROVIDER WILL PERFORM THOSE ACTIONS NECESSARY TO ENSURE COMPLIANCE WITH INDUSTRY STANDARD SECURITY PRACTICE, STATUTORY OR REGULATORY REQUIREMENTS.

4. INFORMATION SECURITY POLICY. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

- 4.1. An ongoing program of Security Policies and controls that comply with the CSF;
- 4.2. A security incident management program;
- 4.3. A security awareness program;
- 4.4. Business continuity and recovery plans, including testing for systems storing, transmitting, or processing data or used for business to business communications;
- 4.5. Change control procedures for any systems used to store, transmit, transfer, or process data, or otherwise perform critical data services for Client;
- 4.6. Procedures to conduct periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for timely remediation; and a vulnerability management program to assess and manage threats to the Service Provider's operating systems and applications

5. PHYSICAL SECURITY. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

- 5.1. Physical protection standards for all of its facilities designed to ensure work spaces, information assets and environments are protected and that access to controlled areas are on a 'need to know' basis and that access is required to perform assigned job functions;
- 5.2. Physical security standards for all datacenters owned or contracted by Service Provider are in compliance with SSAE 16 SOC 2 Type II standards;
- 5.3. Appropriate facility entry controls are in place designed to limit physical access to systems that store or process data and designed to ensure that access to facilities is monitored; and

5.4. Controls designed to physically secure all Client Data and to properly destroy such information when no longer needed using a process that, at a minimum, meets standards specified by NIST Special Publication 800–88, Guidelines for Media Sanitization.

6. LOGICAL ACCESS. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

6.1. Appropriate mechanisms for Authorized User authentication and authorization designed in accordance with a 'need to know' and 'principle of least privilege' policy;

6.2. Controls designed to enforce rigorous access restrictions for remote Authorized Users, contractors, and service vendors and Service Provider shall enter into an agreement with any agent or subcontractor that will have access to Client Data that is received from, or created or received by Service Provider on behalf of Client pursuant to which such agent or subcontractor agrees to: (1) be bound by substantially similar restrictions, terms and conditions that apply to Service Provider pursuant to this Exhibit with respect to such Client Data, and (2) implement reasonable and appropriate safeguards designed to protect such Client Data;

6.3. Timely and accurate administration of Authorized User account and authentication management;

6.4. Processes designed to ensure assignment of unique IDs to each Authorized User with computer access and limit use to Authorized User;

6.5. Processes designed to ensure complex passwords such that the minimum length is 8 characters and requires at least three of four of the following: uppercase letters; lowercase letters; numbers; and special characters;

6.6. Processes designed to ensure defaults for passwords and security parameters are changed within Service Provider systems are appropriately changed, managed, and maintained on a regular basis consistent with industry standards;

6.7. Mechanisms designed to track all access to Client Data by unique ID to admin users, and recording the date, time, individual, and nature of the access in a log file, such log files to be kept for a minimum of 6 months;

6.8. Mechanisms designed to encrypt or hash all passwords using, at a minimum, SHA-256 or stronger; and

6.9. Processes designed to immediately revoke accesses of inactive accounts or terminated/transferred Authorized Users in a timely manner, not to exceed 24 hours.

7. SECURITY ARCHITECTURE AND DESIGN. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

7.1. A security architecture designed to reasonably assures compliance of security policy and practices;

7.2. Documented and enforced technology configuration standards;

7.3. Processes designed to encrypt Client Data in transmission and storage using current industry standard methods;

7.4. Processes designed to ensure regular testing of security systems and processes on an annual basis or more frequently as appropriate;

7.5. A system of effective firewall technologies designed to protect Client Data; and

7.6. Database and application layer design processes designed to ensure web site applications are designed to protect Client Data that is collected, processed, and transmitted through such systems

8. SYSTEM AND NETWORK MANAGEMENT. SERVICE PROVIDER HAS ESTABLISHED AND, DURING THE TERM OF THE AGREEMENT, WILL AT ALL TIMES ENFORCE:

8.1. Mechanisms designed to keep operating system, application, and device level security patches current and Service Provider will promptly install any security related patches or fixes identified by hardware and software vendors that are rated as 'medium risk' or higher; such upgrades will be made as soon as they can safely be installed and integrated into the Service Provider's existing architecture and systems no later than 90 days from vendor notification;

8.2. Processes designed to monitor, analyze, and respond to security alerts issued by hardware and software vendors or when notified by Client in a timely manner;

8.3. Appropriate network security design elements that provide for segregation of data;

8.4. Use and regular update of commercially available anti-virus and malware detection software on all systems designed to provide protection against malicious software; and

8.5. Processes designed to verify the integrity of installed software and to determine if any compromise of Client Data has occurred.

9. SECURITY BREACH NOTIFICATION. SERVICE PROVIDER SHALL NOTIFY CLIENT AS SOON AS POSSIBLE IF SERVICE PROVIDER HAS ACTUAL KNOWLEDGE OF OR A REASONABLE BELIEF THAT AN INTRUSION OR SECURITY BREACH OCCURRED WHERE CLIENT DATA MAY HAVE BEEN COMPROMISED OR DISCLOSED TO UNAUTHORIZED PERSONS IN ACCORDANCE WITH NOTIFICATION PROVISIONS IDENTIFIED IN THE AGREEMENT. AT NO ADDITIONAL COST TO CLIENT, SERVICE PROVIDER WILL COOPERATE WITH CLIENT IN INVESTIGATING ANY SECURITY BREACH INCIDENT, INCLUDING, BUT NOT LIMITED TO, THE PROVISION OF SYSTEM, APPLICATION, AND ACCESS LOGS, CONDUCTING FORENSICS REVIEWS OF RELEVANT SYSTEMS, IMAGING RELEVANT MEDIA, AND MAKING PERSONNEL AVAILABLE FOR INTERVIEW. ON NOTICE OF ANY ACTUAL OR SUSPECTED SECURITY BREACH, SERVICE PROVIDER WILL PROMPTLY INSTITUTE APPROPRIATE CONTROLS TO MAINTAIN AND PRESERVE ALL ELECTRONIC EVIDENCE RELATING TO THE BREACH IN ACCORDANCE WITH INDUSTRY STANDARD PRACTICES. IN THE EVENT ANY BREACH OF SECURITY OR CONFIDENTIALITY BY SERVICE PROVIDER OR ITS AGENTS REQUIRES NOTIFICATION TO AN INDIVIDUAL UNDER ANY PRIVACY LAW, CLIENT WILL HAVE SOLE CONTROL OVER THE TIMING, CONTENT, AND METHOD OF NOTIFICATION. SERVICE PROVIDER WILL PROMPTLY REIMBURSE CLIENT FOR ALL COSTS AND EXPENSES INCURRED BY CLIENT RESULTING FROM NOTIFICATION ACTIVITIES REQUIRED BY LAW, EXCEPT TO THE EXTENT SUCH BREACH WAS ATTRIBUTABLE TO ANY ACT OR OMISSION OF CLIENT OR ITS AGENTS OR EMPLOYEES.

10. ATTESTATIONS AND QUESTIONNAIRES. SERVICE PROVIDER AGREES TO PROVIDE CLIENT, UPON CLIENT'S WRITTEN REQUEST, WRITTEN ATTESTATION OR THIRD-PARTY CERTIFICATION OF SERVICE PROVIDER COMPLIANCE WITH INDUSTRY STANDARD SECURITY FRAMEWORK AUDITS, OR SIMILAR AS VALIDATION OF SERVICE PROVIDER'S COMPLIANCE WITH THIS EXHIBIT, INCLUDING, AS APPLICABLE, SERVICE PROVIDER'S OR THE APPLICABLE SERVICE PROVIDER VENDOR'S COMPLIANCE WITH PCI-DSS OR ANY OTHER SIMILAR INDUSTRY STANDARD, ON AN ANNUAL BASIS. IN LIEU OF AN ATTESTATION, SERVICE PROVIDER AGREES TO RESPOND TO CLIENT'S REASONABLE REQUEST FOR SERVICE PROVIDER TO COMPLETE A BRIEF RISK ASSESSMENT QUESTIONNAIRE AND SUBMIT TO CLIENT. CLIENT SHALL BE PERMITTED TO (X) SHARE ATTESTATIONS AND CERTIFICATION LETTERS WITH CLIENT CUSTOMERS OR (Y) USE FOR CLIENT'S BUSINESS PURPOSES ALL ATTESTATIONS OR CERTIFICATION LETTERS PROVIDED BY SERVICE PROVIDER.

EXHIBIT F: IMPLEMENTATION SERVICES

1. ADDITIONAL DEFINITIONS.

"Commencement Delay" occurs when Target Commencement Date (as defined below) cannot be met.

"Cost of Delay" means any expenses that were not included in either Implementation Service Fee (as further defined in this Agreement) or Initial Budget Estimate (as defined below) that are incurred due to occurrence of Commencement Delay. Examples of Cost of Delay include (but are not limited to) expenses related to (a) retention of Clinic Personnel recruited during or prior the Commencement Delay; or (b) additional recruiting, hiring, and onboarding expenses related to replacement of Clinic Personnel who were recruited prior to Commencement Delay and were not retained due to Commencement Delay.

"Implementation Services" mean (a) all activities, including (but not limited to) planning, recruiting, setup, and purchasing, (b) prior to Target Commencement Date, as further defined in the Agreement, (c) which are necessary for Service Provider to commence its Services, and (d) which are not otherwise provided by Service Provider.

"Initial Budget Estimate" means the initial best estimate by the Service Provider of Reimbursable Implementation Service Expenses (as further defined in this Agreement) that Client is likely to incur as the result of Implementation Services. Initial Budget Estimate may be provided to Client in a form of an invoice or in any other form acceptable to both parties.

"Large Implementation Expenses" mean any individual expense equal to, or greater than fifty thousand dollars (\$50,000); or all expenses related to modular Clinic facilities.

"Non-Budgeted Expenses" mean certain expenses that are not included in either Implementation Service Fee (as further defined in this Agreement) or the Initial Budget Estimate, which may occasionally be incurred as a result of Implementation Services.

"Target Commencement Date" is defined as the date by which Implementation Services are expected to be completed, either in full or with adequate sufficiency, in order for Service Provider to initiate services under Master DPC Agreement.

2. IMPLEMENTATION SERVICES. Service Provider will perform Implementation Services as defined above.

3. FEES

3.1. Implementation Service Fees. In exchange for Service Provider's performance of the Implementation Services, Client agrees to pay Service Provider a one-time Implementation Service Fee equal to **\$45,000 ("Implementation Service Fee")**. The Implementation Service Fee shall include administrative and non-administrative fees of Service Provider related to Implementation Services, including site visits, recruiting, travel, onboarding activities, initial employee engagement and educational activities, initial data and technology integration activities and analysis, software configuration, procurement services for the necessary equipment and initial supplies (for removal of doubt, the procurement services are inclusive in the Implementation Service Fee and the costs of the items being purchased are subject to Section 6.2 of Base Terms

and 3.3 of Exhibit F as Reimbursable Implementation Expenses), and other activities necessary to achieve Goals and Objectives.

3.2. Payment of the Implementation Service Fee. Service Provider will issue the invoice for the Implementation Service Fee upon commencement of the Implementation Services. Client shall pay fifty percent (50%) of the Implementation Service Fee upon receipt of the invoice and the balance within sixty calendar days of receipt of the invoice.

3.3. Reimbursable Implementation Service Expenses. In addition to the Implementation Service Fee, Service Provider shall issue an invoice to Client (and Client agrees to compensate Service Provider) for the following Reimbursable Implementation Expenses:

- (a) Equipment necessary to meet Goals and Objectives.
- (b) Technology, Hardware, Software, and Third-Party Technology fees, as necessary to meet Goals and Objectives.
- (c) Furnishings necessary to meet Goals and Objectives.
- (d) Initial inventory of medications necessary to meet Goals and Objectives.
- (e) Initial inventory of clinical and non-clinical supplies necessary to meet Goals and Objectives.
- (f) Expenses associated with facility improvement, design, and/or build-out, as further approved by Client.

3.4. Payment of Reimbursable Implementation Expenses. Service Provider shall provide an Initial Budget Estimate to Client prior to the beginning of Implementation Services. Service Provider may not begin Implementation Services until Client's consent to the Initial Budget Estimate has been received. Upon receipt of Client's consent to Initial Budget Estimate, Service Provider shall issue to Client an invoice in the amount equal to twenty-five percent (25%) of the Initial Budget Estimate, which shall be paid by Client to Service Provider within thirty (30) days of the invoice. As Implementation Services are rendered, Service Provider shall issue a monthly invoice for Reimbursable Implementation Service Expenses incurred by Service Provider throughout. As part of its monthly invoices for Implementation Service Expenses, or upon completion of Implementation Services, Service Provider shall credit Client for the Client's initial payment of the twenty-five percent (25%) of the Initial Budget Estimate.

3.5. Non-Budgeted Expenses Approved by Client in Advance. Occasionally, certain Non-Budgeted Expenses may be incurred as a result of Implementation Services, ***provided that Client must consent to each Non-Budgeted Expense in advance, and Service Provider may not incur a Non-Budgeted Expense unless Client's consent to the specific Non-Budgeted Expense in question has been received.*** Non-Budgeted Expenses are not included in either Implementation Service Fee or the Initial Budget Fee and may include, for purposes of example and not limitation, one or more of the following:

- (a) Expenses necessary to retain certain Clinic Personnel or buy-out prior employment contracts of prospective Clinic Personnel.
- (b) Non-budgeted recruiting/sign-on bonuses for Clinic Personnel.
- (c) Relocation costs for Clinic(s) Team personnel.
- (d) Third-party data connection fees, in the event such fees are charged by other third-party providers of services with whom Client desires Service Provider to establish a data connection.
- (e) Expenses related to Clinic(s) grand opening activities, including (but not limited to) giveaways, incentives, and branded gifts.
- (f) Expenses related to construction management services (if any), other than

third-party consulting services for Clinic(s) design and layout.

3.6. Large Implementation Expenses. Client understands and agrees that Large Implementation Expenses (if any) may be subject to (i) a finance and/or administrative fee applied by Service Provider; and/or (ii) additional payment terms, as further agreed-upon by Parties upon occurrence of a Large Implementation Expense.

4. ADDITIONAL CONDITIONS

4.1. Target Commencement Date and Commencement Delay. Upon execution of this Agreement, Parties shall establish a Target Commencement Date for each Clinic. Parties understand and agree that, in the event of a Commencement Delay, Service Provider shall bear no financial responsibility for any Cost of Delay, unless the Commencement Delay was requested by Service Provider for reasons of convenience to Service Provider or for other reasons over which Service Provider exercises direct control.

4.2. Client Responsible for Clinic(s) Facilities. unless otherwise agreed by Parties, Client understands and agrees that Client alone is responsible for all expenses associated with Clinic(s) facilities, including all expenses related to facility design, construction, repairs, maintenance, security, utilities, and other facility-related expenses.

4.3. Purchase Order Requirements. in the event Client requires a purchase order for invoicing purposes, such a requirement for purchase order shall be indicated to Service Provider on or prior to the Effective Date and received by Service Provider within 10 days of the Effective Date.

4.4. Implementation Services Performed By Affiliate. Parties agree that Implementation Services may be performed by an Affiliate sub-contractor of Service Provider.



vendor registry powered by

County of Anderson Sealed Solicitation



Title: Sole Source - Axon Enterprises

Deadline: 1/18/2024 11:00 AM (UTC-05:00) Eastern Time (US & Canada)

Status: Open

Description: This is a public notice that Anderson County intends to enter into a sole source purchase with Axon Enterprises for the purchase of Taser 7 Smart weapons that use the NMI type weapon system.

Documents:

Documents as of 1/3/2024

Sole Source - Axon Tasers.pdf

24-0091 - Sole Source - Axon Tasers - 1/3/2024 11:00 AM

Have any questions? I'm happy to help.

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ACCEPT

24-0091



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-517058-45279.715CW

Issued: 12/19/2023

Quote Expiration: 09/30/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 513010

Payment Terms: N30

Delivery Method:

SHIP TO

Anderson County Sheriff's Office - TN
101 S Main St Ste 400
Clinton,
TN
37716-3624
USA

BILL TO

Anderson County Sheriff's Office - TN
101 S Main St Ste 400
Clinton
TN
37716-3624
USA
Email:

SALES REPRESENTATIVE

Capri Wesley
Phone: 334-655-0690
Email: cwesley@axon.com
Fax:

PRIMARY CONTACT

Steve Owens
Phone: 865-457-2414
Email: sowens@naco.net
Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$138,996.00
ESTIMATED TOTAL W/ TAX	\$138,996.00

Discount Summary

Average Savings Per Year	\$5,308.60
TOTAL SAVINGS	\$26,543.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2023	\$128,600.00	\$0.00	\$128,600.00
Nov 2024	\$2,599.00	\$0.00	\$2,599.00
Nov 2025	\$2,599.00	\$0.00	\$2,599.00
Nov 2026	\$2,599.00	\$0.00	\$2,599.00
Nov 2027	\$2,599.00	\$0.00	\$2,599.00
Total	\$138,996.00	\$0.00	\$138,996.00

Pricing

Quote Unbundled Price:
Quote List Price:
Quote Subtotal:

\$165,539.00
\$153,098.00
\$138,996.00

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program	T7 Basic	55	60	\$49.77	\$46.00	\$42.12	\$138,996.00	\$0.00	\$138,996.00
	A la Carte Hardware								
T7 Dock	T7 Dock	2	60		\$649.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$138,996.00	\$0.00	\$138,996.00

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
T7 Dock	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	2	01/01/2024
TASER 7 Basic Bundle	74201	TASER SINGLE BAY DOCK + CORE	2	01/01/2024
TASER 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	55	01/01/2024
TASER 7 Basic Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	1	01/01/2024
TASER 7 Basic Bundle	20018	TASER BATTERY PACK, TACTICAL	66	01/01/2024
TASER 7 Basic Bundle	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	51	01/01/2024
TASER 7 Basic Bundle	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	4	01/01/2024
TASER 7 Basic Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	01/01/2024
TASER 7 Basic Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	01/01/2024
TASER 7 Basic Bundle	74200	TASER 8-BAY DOCK AND CORE	1	01/01/2024
TASER 7 Basic Bundle	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL, (RUGGEDIZED)	1	01/01/2024
TASER 7 Basic Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	01/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	20248	TASER - EVIDENCE.COM LICENSE	55	02/01/2024	01/31/2029
TASER 7 Basic Bundle	20248	TASER - EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
TASER 7 Basic Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	66	01/01/2025	01/31/2029
TASER 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	55	01/01/2025	01/31/2029
TASER 7 Basic Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	1	01/01/2025	01/31/2029
TASER 7 Basic Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	01/01/2025	01/31/2029

Payment Details

24-0091

Nov 2023				
Invoice Plan	Item	Description	Qty	Subtotal
Year 1	T7Basic	TASER 7 Basic Bundle	55	\$128,600.00
Total				\$128,600.00
				Tax \$0.00
				Total \$128,600.00

Jan 2024				
Invoice Plan	Item	Description	Qty	Subtotal
Invoice Upon Fulfillment	T7Dock	T7 Dock	2	\$0.00
Total				\$0.00
				Tax \$0.00
				Total \$0.00

Nov 2024				
Invoice Plan	Item	Description	Qty	Subtotal
Year 2	T7Basic	TASER 7 Basic Bundle	55	\$2,599.00
Total				\$2,599.00
				Tax \$0.00
				Total \$2,599.00

Nov 2025				
Invoice Plan	Item	Description	Qty	Subtotal
Year 3	T7Basic	TASER 7 Basic Bundle	55	\$2,599.00
Total				\$2,599.00
				Tax \$0.00
				Total \$2,599.00

Nov 2026				
Invoice Plan	Item	Description	Qty	Subtotal
Year 4	T7Basic	TASER 7 Basic Bundle	55	\$2,599.00
Total				\$2,599.00
				Tax \$0.00
				Total \$2,599.00

Nov 2027				
Invoice Plan	Item	Description	Qty	Subtotal
Year 5	T7Basic	TASER 7 Basic Bundle	55	\$2,599.00
Total				\$2,599.00
				Tax \$0.00
				Total \$2,599.00

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.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

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.

24-0091

Signature



12/19/2023

Date Signed

12/20/2023





7800 N 35TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

7/1/2023

To: United States state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products in the States of AL, AR, CA, CT, DE, FL, GA, HI, IA, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, ND, NE, NH, NJ, NY, OK, OR, PA, RI, SC, SD, TN, VA, VI, VT, WI, WV, and the District of Columbia and Guam.

TASER Energy Weapon Descriptions

TASER 10 Energy Weapon

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

TASER 7 Energy Weapon

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch



7800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

TASER 7 CQ Energy Weapon

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

X2 Energy Weapon

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Axon Evidence (Evidence.com) services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately 5 seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.



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- Compatible with TASER Smart Cartridges only

X26P Energy Weapon

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

Axon Signal Performance Power Magazine (SPPM)

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

TASER Brand Energy Weapon Model Numbers

1. Energy Weapons:
 - TASER 10 Models: 100390, 100391
 - TASER 7 Models: 20008, 20009, 20010, and 20011
 - TASER 7 CQ Models 20213, 20214
 - TASER X2 Models: 22002 and 22003
 - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for energy weapons:
 - TASER 7 – 4-year extended warranty, item number 20040
 - X2 – 4-year extended warranty, item number 22014
 - X26P – 2-year extended warranty, item number 11008
 - X26P – 4-year extended warranty, item number 11004
3. TASER 10 Magazines
 - TASER 10 live duty magazine (black), item number 100393
 - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
 - TASER 10 live training magazine (purple), item number 100395
 - TASER 10 inert training magazine (red), item number 100396
4. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to



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- function in the probe deployment mode)
 - TASER 10 live cartridge, item number 100399
 - TASER 10 HALT cartridge, item number 10400
 - TASER 10 inert cartridge, item number 100401
- 5. **TASER 7 Cartridges (compatible with the TASER 7; required for this energy weapon to function in the probe deployment mode)**
 - Standoff cartridge, 3.5 degrees, Model 22175
 - Close Quarter cartridge, 12 degrees, Model 22176
 - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
 - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
 - Inert cartridge, 3.5 degrees, Model 22179
 - Inert cartridge, 12 degrees, Model 22181
- 6. **TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):**
 - 15-foot Model: 22188
 - 21-foot Model: 22189
 - 21-foot non-conductive Model: 44205
 - 25-foot Model: 22190
- 7. **TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):**
 - 15-foot Model: 22184
 - 25-foot Model: 22185
 - 25-foot inert simulation Model: 22155
 - 25-foot non-conductive Model: 22157
- 8. **Power Modules (Battery Packs) for TASER 7 and TASER 10 energy weapons:**
 - Tactical battery pack Model 20018
 - Compact battery pack Model 22019
 - Non-Rechargeable battery pack Model 22020
 - Disconnect battery pack Model 20027
- 9. **TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.**
 - TASER CAM HD replacement battery Model: 26764
 - TASER CAM HD Download Kit Model: 26762
 - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. **Power Modules (Battery Packs) for X26P and X2 energy weapons:**
 - Performance Power Magazine (PPM) Model: 22010
 - Tactical Performance Power Magazine (TPPM) Model: 22012
 - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
 - eXtended Performance Power Magazine (XPPM) Model: 11010
 - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
 - Axon Signal Performance Power Magazine (SPPM) Model: 70116



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11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
 - TASER Weapons Dock Core and Multi-bay Module: 74200
 - TASER Weapons Dock Core and Single-bay Module: 74201
 - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
 - Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
 - Right-hand TASER 10 holster by Safariland Model: 100611
 - Left-hand TASER 10 holster by Safariland Model: 100613
 - Right-hand TASER 10 holster by Blade-Tech Model: 100614
 - Left-hand TASER 10 holster by Blade-Tech Model: 100615
 - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
 - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
 - Ambidextrous TASER 10 holster by So-Tech Model: 100621
 - Right-hand TASER 7 holster by Safariland Model: 20063
 - Left-hand TASER 7 holster by Safariland Model: 20068
 - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
 - Left-hand TASER 7 holster with cartridge carrier by Safariland Model: 20161
 - Right-Hand TASER 7 holster by BLACKHAWK Model: 20062
 - Left-Hand TASER 7 holster by BLACKHAWK Model: 20067
 - Right-hand X2 holster by BLACKHAWK Model: 22501
 - Left-hand X2 holster by BLACKHAWK Model: 22504
 - Right-hand X26P holster by BLACKHAWK Model: 11501
 - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model: 44550
17. HALT Suit Model: 20050
18. TASER 7 conductive target Model: 80087
19. TASER 7 Target Frame Model: 80090

TASER 7 Warranties

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



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TASER Product Packages

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



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certification bundle, Axon body camera with Technology Assurance Plan (TAP),¹ Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.

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

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



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

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

Sincerely,

Josh Isner
Chief Operating Officer
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

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



Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**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 Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. Definitions.

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

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

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. Payment. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. 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.

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

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

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

7. Warranty.

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,

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fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for 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.

- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work.** Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("SOW"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.
10. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.
11. **Bundled Offerings.** Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.
12. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
13. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.
14. **IP Indemnification.** Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services 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-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.
15. **Agency Responsibilities.** Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
16. **Termination.**
 - 16.1. **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 effective date of termination.
 - 16.2. **By Agency.** 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.
 - 16.3. **Effect of Termination.** Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("MSRP") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.
17. **Confidentiality.** "Confidential Information" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.



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18. General.

- 18.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 18.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 18.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 18.4. **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.
- 18.5. **Export Compliance.** Each Party will comply with all import and export control laws and regulations.
- 18.6. **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.
- 18.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 18.8. **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.
- 18.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.
- 18.10. **Governing Law.** The laws of the country, state, province, or municipality 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.
- 18.11. **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 Agency 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.
- 18.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

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

AXON:

AGENCY:

Axon Enterprise, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"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.
 - b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.
 - c. **"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.
 - d. **"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.
 - a. 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.
 - b. 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 diagnostic



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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.
12. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 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.
 - a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")
 - b. 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.
 - c. 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.
 - d. 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



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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:
 - a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
 - b. 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;
 - c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
 - e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
 - f. 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
 - g. 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.



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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 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

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.

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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.



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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:

System set up and configuration <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
Dock configuration <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
Best practice implementation planning session <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
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
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
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

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

System set up and configuration (Remote Support) <ul style="list-style-type: none"> • Instructor-led setup of Axon View on smartphones (if applicable)
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<ul style="list-style-type: none"> • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration <ul style="list-style-type: none"> • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
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's has fulfilled its contracted on-site obligations
End user go-live training and support sessions <ul style="list-style-type: none"> • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
4. <u>Body-Worn Camera Virtual 1-Day Service (Axon Virtual)</u>. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. <u>CEW Services Packages.</u> CEW Services Packages are detailed below:
System set up and configuration <ul style="list-style-type: none"> • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: <ul style="list-style-type: none"> • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training <ul style="list-style-type: none"> • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Agency • For the CEW Starter Package: Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.
6. <u>Smart Weapon Transition Service.</u> The Smart Weapon Transition Service includes:
Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.



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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.

Axon will provide Agency with a Certificate of Destruction

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

System set up and configuration (Remote Support)

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

Axon instructor training (Train the Trainer)

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

Classroom and practical training sessions

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

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

10. **Signal Sidearm Installation Service.**

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

11. **Out of Scope Services.** Axon is only responsible to perform 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.

12. **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.

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13. **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.
14. **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.
15. **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.
16. **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.



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Technology Assurance Plan Appendix

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

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



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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **TASER Upgrade.** If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6th) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 7 Subscription
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term.** The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.
7. **Access Rights.** Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.
9. **Termination.** If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:
 - 9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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- 9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.
- 9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.



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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "Training Content"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in.** If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("Trade-In Units") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

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

5. **TASER 10 Subscription Term.** The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights.** Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.



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Axon Auto-Tagging Appendix

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

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



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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities.**
 - 1.1. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.
 - 1.2. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates. Failure to make vehicles available may require an equitable adjustment in fees or schedule.
2. **Cradlepoint.** If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.
3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.
4. **Wireless Offload Server.**
 - 4.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
 - 4.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
 - 4.3. **Updates.** If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
 - 4.4. **WOS Support.** Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.
5. **Axon Vehicle Software.**
 - 5.1. **License Grant.** Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
 - 5.2. **Restrictions.** Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.



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6. **Acceptance Checklist.** If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:
 - 8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.
 - 8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.
 - 8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.



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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

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



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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.
 - 1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.



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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.
 - 1.1. If Agency 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 Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.



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Axon Virtual Reality Content Terms of Use Appendix

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

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



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Axon Evidence Local Software Appendix

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

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



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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;



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- 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.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.



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Axon Channel Services Appendix

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

1. **Definitions.**

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

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

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

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

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

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

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

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

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



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).



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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope.** Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.



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10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

- 2.4. The Full-Time TAM Service options are listed below:

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks

Maintaining **Agency's Axon Evidence account**

Connecting Agency to "Early Access" programs for new devices

Account Maintenance

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

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

Conducting weekly meetings to cover current issues and program status

Data Analysis

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

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

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

Direct Support

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

Proactively monitoring the health of **Axon equipment**

Creating and monitoring RMAs **on-site**

Providing Axon app support

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

Agency Advocacy

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

Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

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



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Account Maintenance

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

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

Conducting weekly conference calls to cover current issues and program status

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

Direct Support

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

Creating and monitoring RMAs remotely

Data Analysis

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

Comparing an Agency's Axon usage and trends to peers to establish best practices

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

Agency Advocacy

Coordinating bi-yearly Voice of Agency meetings with Device Management team

Recording and tracking Agency feature requests and major bugs

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



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Axon Investigate Appendix

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

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("Software") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses—the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("Software Documentation") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.



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My90 Terms of Use Appendix

Definitions.

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



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

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

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

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



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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
- 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
- 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
- 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
- 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
- 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.



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Schedule 1- Details of the Processing

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



Master Services and Purchasing Agreement for Agency

Axon Event Offer Appendix

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

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