

## Holly Vega

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**From:** Bob Carmichael <Bob@CarmichaelClark.com>  
**Sent:** Friday, June 5, 2020 6:43 PM  
**To:** Steve Taylor  
**Cc:** Holly Vega; Colin Morrow; Taryn Maloy  
**Subject:** RE: Axon Update to quote adjustment

Chief Taylor,

Please consider this my approval of the Axon contract. In my experience, in contract review it is unusual not to propose at least some revisions, but in this case we are not proposing any. We have only a few comments, set forth below.

The core provisions of the contract are largely unremarkable and fair. Terms expected to skew in favor of Axon are actually reasonably protective of the City (e.g., the indemnification provisions of paragraphs 13 and 15 or the fact that the Washington law governs the contract per paragraph 19.10).

We do wish to highlight that paragraph 18 (copied below) requires the City to give Axon advance notice if it is required to disclose Axon pricing. It would be important to recall this provision if the City receives a public records request requiring disclosure of this information.

**18** **Confidentiality. "Confidential Information"** means nonpublic information designate confidential or, given the nature of the information or circumstances surrounding disclosure, s reasonably be understood to be confidential. Each Party will take reasonable measures to disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. L required by law, neither Party will disclose the other Party's Confidential Information during the and for 5-years thereafter. Axon pricing is Confidential Information and competition sensit Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will pr notice to Axon before disclosure. Axon may publicly announce information related to this Agree

You stated a chief concern is that the City own its own cloud data and that the City have the right to transfer that data for storage elsewhere if/when the City no longer wishes to use Axon's cloud storage service. Reviewing the terms of the Axon Cloud Services Terms of Use Appendix (pages 7-10) it looks like the contract does affirm that the City owns what it uploads to the cloud (per paragraph 3 below) and has access to/the ability to transfer said data after termination of Axon services as long as it does so within 90 days of termination (per paragraphs 14 and 15 below).

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

- 14 **After Termination.** Axon will not delete Agency Content for 90-days following term. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency does not retrieve Agency Content from Axon Cloud Services during this time. Axon has no obligation to retrieve or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that it has 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 retrieval assistance that Axon generally makes available to all customers. Requests for retrieval assistance to provide additional assistance in downloading or transferring Agency Content, in addition to requests for Axon's data egress service, will result in additional fees and Axon will not guarantee data integrity or readability in the external system.

Please let me know if you have any questions.

Bob

Robert A. Carmichael | Attorney  
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**From:** Holly Vega <vegah@lyndenwa.org>  
**Sent:** Wednesday, May 27, 2020 1:01 PM  
**To:** Bob Carmichael <Bob@CarmichaelClark.com>  
**Cc:** Steve Taylor <TaylorS@LYNDENWA.ORG>  
**Subject:** FW: Axon Update to quote adjustment

Good afternoon,

Please see the attached contract for your review, and the below email from Chief Taylor.