

RESOLUTION OF THE CITY COUNCIL

No. 170

Approved April 25, 2022

RESOLVED, That the Members of the Providence City Council
hereby Authorize Approval of the following Piggyback Contract Award for the
Sourcewell Contract #010720 by the Board of Contract and Supply, in accordance
with Section 21-26(b)(1) of the Code of Ordinances.

Axon Enterprises, Inc.
(Department of Public Safety)

\$6,367,915.51

IN CITY COUNCIL
APR 21 2022
READ AND PASSED


JOHN J. IGLIZZ, PRESIDENT

Tina L. Mastrolanni, CLERK
ACTING

I HEREBY APPROVE.



Mayor
Date:  4/25/22



OFFICE OF THE INTERNAL AUDITOR
City of Providence

February 24, 2022

Ms. Tina Mastroianni
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Tina:

I am writing to request that the following requested contract awards be submitted to the City Council and the Finance Committee for approval:

- **Department of Public Safety:**
 - Approval to piggyback the Sourcewell contract #010720 with Axon Enterprise, Inc. in the amount of \$6,367,915.51 in accordance with the Code of Ordinance, Section 21-26 (b)(1).

Sincerely,

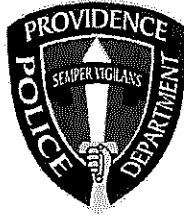
A handwritten signature in blue ink that reads "Gina M. Costa".

Gina M. Costa
Internal Auditor

Cc: Hugh T. Clements, Chief of Police
Thomas A. Verdi, Deputy Chief of Police
Demo Roberts, Director of Public Property
Alejandro Tirado, Associate Director of Purchasing
James J. Lombardi, III, Treasurer/Senior Advisor to City Council

Jorge O. Elorza
Mayor

Steven M. Paré
Commissioner



Colonel Hugh T. Clements, Jr.
Chief of Police

Providence Police Department
325 Washington Street
Providence, Rhode Island 02903

"Building Pride in Providence"

February 15, 2022

The Honorable Jorge O. Elorza
Chairman, Board of Contract & Supply
City Hall
Providence, RI 02903

Re: Requesting Approval to Piggyback the Sourcewell Contract #010720 with Axon Enterprise, Inc.

ID #: 35479

MBE/WBE participation: 0%

Account: 101-302-52911

Total Amount: \$6,367,915.51

FY 2022 - \$ 318,395.72

FY 2023 - \$1,273,583.17 (Pending Budget Approval)

FY 2024 - \$1,273,583.17 (Pending Budget Approval)

FY 2025 - \$1,273,583.17 (Pending Budget Approval)

FY 2026 - \$1,273,583.17 (Pending Budget Approval)

FY 2027 - \$ 955,187.11 (Pending Budget Approval)

Dear Mayor Elorza:

The Providence Police Department respectfully requests approval to piggyback the Sourcewell Contract #010720 with Axon Enterprise, Inc. for Public Safety Video Surveillance Solutions in an amount not to exceed \$6,367,915.51 for the contract period April 2022 through April 2025.

This will allow the continuance of the Body Worn Camera program and the upgrade to the Officer Safety Plan 7 Plus.

Axon Enterprise, Inc
17800 N. 85th St.
Scottsdale, Arizona 85255

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas A. Verdi".

Colonel Hugh T. Clements
Chief of Police

A handwritten signature in black ink, appearing to read "Kiptie D. Grollberg".

Finance Approval

Enc.

325 Washington Street * Providence, Rhode Island 02903 * (401) 272-3121 * Fax: (401) 243-6464 * TDD #: (401) 831-3456

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-365956-44602.759JK

Issued: 02/10/2022

Quote Expiration: 03/30/2022

Estimated Contract Start Date: 04/15/2022

Account Number: 107333

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery Invoice-325 Washington St 325 Washington St Providence, RI 02903-3503 USA	Providence Police Dept. - RI 325 Washington St Providence, RI 02903-3503 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Joe Kwiatek Phone: Email: jkwiatek@axon.com Fax:	Phone: (401) 243-6222 Email: erichards@providence.ri.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$6,367,915.51
ESTIMATED TOTAL W/ TAX	\$6,367,915.51

Discount Summary

Average Savings Per Year	\$484,807.92
TOTAL SAVINGS	\$2,424,039.62

Payment Summary

Date	Subtotal	Tax	Total
Apr 2022	\$318,395.72	\$0.00	\$318,395.72
2022	\$1,273,583.17	\$0.00	\$1,273,583.17
2023	\$1,273,583.17	\$0.00	\$1,273,583.17
2024	\$1,273,583.17	\$0.00	\$1,273,583.17
2025	\$1,273,583.17	\$0.00	\$1,273,583.17
2026	\$955,187.11	\$0.00	\$955,187.11
Total	\$6,367,915.51	\$0.00	\$6,367,915.51

Quote Unbundled Price:

Quote List Price:

Quote Subtotal:

\$8,791,889.50

\$6,710,984.50

\$6,367,915.52

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	50	60	\$268.81	\$209.00	\$209.00	\$626,999.98	\$0.00	\$626,999.98
2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	375	60	\$333.51	\$249.00	\$249.00	\$5,602,500.04	\$0.00	\$5,602,500.04
A la Carte Hardware									
100112	AXON AIR, E.COM PILOT DATA LIC	4	60		\$30.00	\$30.00	\$7,200.00	\$0.00	\$7,200.00
AB3C	AB3 Camera Bundle	386			\$699.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3MBD	AB3 Multi Bay Dock Bundle	49			\$1,495.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	39			\$699.00	\$699.00	\$27,261.00	\$0.00	\$27,261.00
AB3MBD	AB3 Multi Bay Dock Bundle	5			\$1,538.90	\$1,538.90	\$7,694.50	\$0.00	\$7,694.50
A la Carte Software									
12023	AXON AIR, CLASS 2 UAS LICENSE	1	60		\$279.00	\$279.00	\$16,740.00	\$0.00	\$16,740.00
12022	AXON AIR, CLASS 1 UAS LICENSE	1	60		\$167.00	\$167.00	\$10,020.00	\$0.00	\$10,020.00
ProLicense	Pro License Bundle	25	60		\$39.00	\$39.00	\$58,500.00	\$0.00	\$58,500.00
A la Carte Services									
85147	CEW STARTER	2			\$2,750.00	\$2,750.00	\$5,500.00	\$0.00	\$5,500.00
85144	AXON STARTER	2			\$2,750.00	\$2,750.00	\$5,500.00	\$0.00	\$5,500.00
Total							\$6,367,915.52	\$0.00	\$6,367,915.52

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	4	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20062	TASER 7 HOLSTER - BLACKHAWK, RIGHT HAND	355	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20067	TASER 7 HOLSTER - BLACKHAWK, LEFT HAND	20	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20188	VR CONTROLLER KIT PELICAN CASE	5	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	5	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	5	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20298	VR-ENABLED GLOCK 17 CONTROLLER	5	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	1125	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	750	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	1125	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	750	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	750	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	750	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	50	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	50	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	10	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	10	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	4	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	4	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	750	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	75015	SIGNAL SIDEARM KIT	375	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	5	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	5	03/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20188	VR CONTROLLER KIT PELICAN CASE	1	03/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20296	SAMSUNG S7+ TABLET FOR VR SIMULATOR	1	03/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20297	SAMSUNG S7+ TABLET CASE FOR VR SIMULATOR	1	03/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	20298	VR-ENABLED GLOCK 17 CONTROLLER	1	03/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	22196	TASER 7 VR CARTRIDGE, STANDOFF (3.5-DEGREE)	2	03/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	22197	TASER 7 VR CARTRIDGE, CLOSE-QUARTERS (12-DEGREE)	2	03/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	100	03/15/2022
2022 UNLIMITED 7+ PREMIUM BUNDLE	75015	SIGNAL SIDEARM KIT	50	03/15/2022
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	425	03/15/2022
AB3 Camera Bundle	11508	MOLLE MOUNT, DOUBLE, AXON RAPIDLOCK	43	03/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	425	03/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	43	03/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	386	03/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	1	03/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	39	03/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	12	03/15/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	5	03/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	49	03/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	5	03/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	49	03/15/2022

Hardware

Bundle		Item	Description	QTY	Estimated Delivery Date
AB3 Multi Bay Dock Bundle		74210	AXON BODY 3 - 8 BAY DOCK	5	03/15/2022
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	750	03/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	750	03/15/2023
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	750	03/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	750	03/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	750	03/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	750	03/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		20373	VIRTUAL REALITY HEADSET REFRESH ONE	15	09/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		73309	AXON CAMERA REFRESH ONE	387	09/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		73689	MULTI-BAY BWC DOCK 1ST REFRESH	47	09/15/2024
2022 UNLIMITED 7+ PREMIUM BUNDLE		20373	VIRTUAL REALITY HEADSET REFRESH ONE	2	09/15/2024
2022 UNLIMITED 7+ PREMIUM BUNDLE		73309	AXON CAMERA REFRESH ONE	51	09/15/2024
2022 UNLIMITED 7+ PREMIUM BUNDLE		73689	MULTI-BAY BWC DOCK 1ST REFRESH	7	09/15/2024
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	750	03/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	750	03/15/2025
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	750	03/15/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	750	03/15/2026
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		73310	AXON CAMERA REFRESH TWO	387	03/15/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium		73688	MULTI-BAY BWC DOCK 2ND REFRESH	47	03/15/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE		73310	AXON CAMERA REFRESH TWO	51	03/15/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE		73688	MULTI-BAY BWC DOCK 2ND REFRESH	7	03/15/2027
A la Carte		100112	AXON AIR, E.COM PILOT DATA LIC	4	

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20248	TASER 7 EVIDENCE.COM LICENSE	2	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20370	FULL VR TASER 7 ADD-ON USER ACCESS	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73478	REDACTION ASSISTANT USER LICENSE	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73618	CITIZEN FOR COMMUNITIES USER LICENSE	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73680	RESPOND DEVICE PLUS LICENSE-	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73681	AXON RECORDS FULL	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73682	AUTO TAGGING LICENSE	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73687	EVIDENCE.COM VIEWER LICENSE	3	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73739	PERFORMANCE LICENSE	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	375	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	85760	Auto-Transcribe Unlimited Service	375	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	20370	FULL VR TASER 7 ADD-ON USER ACCESS	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73478	REDACTION ASSISTANT USER LICENSE	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73618	CITIZEN FOR COMMUNITIES USER LICENSE	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73680	RESPOND DEVICE PLUS LICENSE-	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73681	AXON RECORDS FULL	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73682	AUTO TAGGING LICENSE	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	50	04/15/2022	04/14/2027

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	73739	PERFORMANCE LICENSE	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	85760	Auto-Transcribe Unlimited Service	50	04/15/2022	04/14/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	75	04/15/2022	04/14/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE (Formerly SKU 73746)	25	04/15/2022	04/14/2027
A la Carte	12022	AXON AIR, CLASS 1 UAS LICENSE	1	04/15/2022	04/14/2027
A la Carte	12023	AXON AIR, CLASS 2 UAS LICENSE	1	04/15/2022	04/14/2027

Services

Bundle	Item	Description	QTY
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	375
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20119	TASER 7 MASTER INSTRUCTOR SCHOOL VOUCHER	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	4
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80190	Evidence.com Channel Services	1
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80223	INACTIVE CHANNEL LICENSE	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	11642	THIRD-PARTY VIDEO SUPPORT LICENSE	50
2022 UNLIMITED 7+ PREMIUM BUNDLE	79999	AUTO TAGGING / PERFORMANCE IMPLEMENTATION SERVICE	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	80190	Evidence.com Channel Services	1
2022 UNLIMITED 7+ PREMIUM BUNDLE	80223	INACTIVE CHANNEL LICENSE	1
A la Carte	85144	AXON STARTER	2
A la Carte	85147	CEW STARTER	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	50	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80464	EXT WARRANTY, CAMERA (TAP)	1	04/15/2022	04/14/2027
2022 UNLIMITED 7+ PREMIUM BUNDLE	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	7	04/15/2022	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80374	EXT WARRANTY, TASER 7 BATTERY PACK	450	03/15/2023	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80396	EXT WARRANTY, TASER 7 BATTERY	375	03/15/2023	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80395	EXT WARRANTY, TASER 7 HANDLE	12	03/15/2023	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	4	03/15/2023	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	375	03/15/2023	04/14/2027
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80464	EXT WARRANTY, CAMERA (TAP)	12	03/15/2023	04/14/2027

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2022 - OFFICER SAFETY PLAN 7 PLUS Premium	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	47	03/15/2023	04/14/2027

Payment Details

Apr 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$360.00	\$0.00	\$360.00
5 Year Default	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$501.00	\$0.00	\$501.00
5 Year Default	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$837.00	\$0.00	\$837.00
5 Year Default	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	375	\$280,124.96	\$0.00	\$280,124.96
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	50	\$31,349.99	\$0.00	\$31,349.99
5 Year Default	85144	AXON STARTER	2	\$275.00	\$0.00	\$275.00
5 Year Default	85147	CEW STARTER	2	\$275.00	\$0.00	\$275.00
5 Year Default	AB3C	AB3 Camera Bundle	386	\$0.00	\$0.00	\$0.00
5 Year Default	AB3C	AB3 Camera Bundle	39	\$1,363.05	\$0.00	\$1,363.05
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	49	\$0.00	\$0.00	\$0.00
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$384.72	\$0.00	\$384.72
5 Year Default	ProLicense	Pro License Bundle	25	\$2,925.00	\$0.00	\$2,925.00
Total				\$318,395.72	\$0.00	\$318,395.72

Jul 2022						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00	\$1,440.00
5 Year Default	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$2,004.00	\$0.00	\$2,004.00
5 Year Default	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
5 Year Default	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	375	\$1,120,500.05	\$0.00	\$1,120,500.05
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	50	\$125,400.02	\$0.00	\$125,400.02
5 Year Default	85144	AXON STARTER	2	\$1,100.00	\$0.00	\$1,100.00
5 Year Default	85147	CEW STARTER	2	\$1,100.00	\$0.00	\$1,100.00
5 Year Default	AB3C	AB3 Camera Bundle	386	\$0.00	\$0.00	\$0.00
5 Year Default	AB3C	AB3 Camera Bundle	39	\$5,452.20	\$0.00	\$5,452.20
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	49	\$0.00	\$0.00	\$0.00
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,538.90	\$0.00	\$1,538.90
5 Year Default	ProLicense	Pro License Bundle	25	\$11,700.00	\$0.00	\$11,700.00
Total				\$1,273,583.17	\$0.00	\$1,273,583.17

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00	\$1,440.00
5 Year Default	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$2,004.00	\$0.00	\$2,004.00
5 Year Default	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,348.00	\$0.00	\$3,348.00
5 Year Default	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	375	\$1,120,500.05	\$0.00	\$1,120,500.05
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	50	\$125,400.02	\$0.00	\$125,400.02
5 Year Default	85144	AXON STARTER	2	\$1,100.00	\$0.00	\$1,100.00
5 Year Default	85147	CEW STARTER	2	\$1,100.00	\$0.00	\$1,100.00
5 Year Default	AB3C	AB3 Camera Bundle	386	\$0.00	\$0.00	\$0.00
5 Year Default	AB3C	AB3 Camera Bundle	39	\$5,452.20	\$0.00	\$5,452.20
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	49	\$0.00	\$0.00	\$0.00

Jul 2023					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,538.90	\$0.00
5 Year Default	Pro.License	Pro License Bundle	25	\$11,700.00	\$0.00
Total				\$1,273,583.17	\$0.00

Jul 2024					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
5 Year Default	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00
5 Year Default	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$2,004.00	\$0.00
5 Year Default	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,348.00	\$0.00
5 Year Default	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	375	\$1,120,500.05	\$0.00
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	50	\$125,400.02	\$0.00
5 Year Default	85144	AXON STARTER	2	\$1,100.00	\$0.00
5 Year Default	85147	CEW STARTER	2	\$1,100.00	\$0.00
5 Year Default	AB3C	AB3 Camera Bundle	386	\$0.00	\$0.00
5 Year Default	AB3C	AB3 Camera Bundle	39	\$5,452.20	\$0.00
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	49	\$0.00	\$0.00
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,538.90	\$0.00
5 Year Default	Pro.License	Pro License Bundle	25	\$11,700.00	\$0.00
Total				\$1,273,583.17	\$0.00

Jul 2025					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
5 Year Default	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,440.00	\$0.00
5 Year Default	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$2,004.00	\$0.00
5 Year Default	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$3,348.00	\$0.00
5 Year Default	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	375	\$1,120,500.05	\$0.00
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	50	\$125,400.02	\$0.00
5 Year Default	85144	AXON STARTER	2	\$1,100.00	\$0.00
5 Year Default	85147	CEW STARTER	2	\$1,100.00	\$0.00
5 Year Default	AB3C	AB3 Camera Bundle	386	\$0.00	\$0.00
5 Year Default	AB3C	AB3 Camera Bundle	39	\$5,452.20	\$0.00
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	49	\$0.00	\$0.00
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,538.90	\$0.00
5 Year Default	Pro.License	Pro License Bundle	25	\$11,700.00	\$0.00
Total				\$1,273,583.17	\$0.00

Jul 2026					
Invoice Plan	Item	Description	Qty	Subtotal	Tax Total
5 Year Default	100112	AXON AIR, E.COM PILOT DATA LIC	4	\$1,080.00	\$0.00
5 Year Default	12022	AXON AIR, CLASS 1 UAS LICENSE	1	\$1,503.00	\$0.00
5 Year Default	12023	AXON AIR, CLASS 2 UAS LICENSE	1	\$2,511.00	\$0.00
5 Year Default	2022OSP7+Premium	2022 - OFFICER SAFETY PLAN 7 PLUS Premium	375	\$840,374.80	\$0.00
5 Year Default	2022Unlim7+Prem	2022 UNLIMITED 7+ PREMIUM BUNDLE	50	\$94,049.99	\$0.00
5 Year Default	85144	AXON STARTER	2	\$825.00	\$0.00

Jul 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
5 Year Default	85147	CEW STARTER	2	\$825.00	\$0.00	\$825.00
5 Year Default	AB3C	AB3 Camera Bundle	386	\$0.00	\$0.00	\$0.00
5 Year Default	AB3C	AB3 Camera Bundle	39	\$4,089.15	\$0.00	\$4,089.15
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	49	\$0.00	\$0.00	\$0.00
5 Year Default	AB3MBD	AB3 Multi Bay Dock Bundle	5	\$1,154.17	\$0.00	\$1,154.17
5 Year Default	ProLicense	Pro License Bundle	25	\$8,775.00	\$0.00	\$8,775.00
Total				\$955,187.11	\$0.00	\$955,187.11

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.

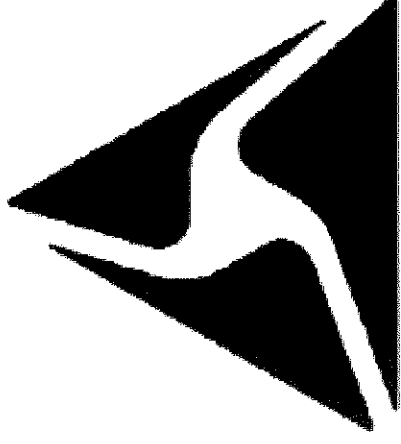
Pricing Commitment:

Prices specified on this quote shall be held firm for the quantities and deliverables specified during the entire subscription term.

Signature

2/10/2022

Date Signed



<div>ATTENTION</div> <p>This order may qualify for freight shipping, please fill out the following information.</p>	
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What is the contact name and phone number for this shipment?	
What are your receiving hours? (Monday-Friday)	
Is a dock available for this incoming shipment?	
Are there any delivery restrictions? (no box trucks, etc.)	

AMENDMENT #1
TO
CONTRACT #010720-AXN

THIS AMENDMENT is by and between **Sourcewell** and **Axon Enterprise Inc.** (Vendor).

Sourcewell awarded a contract to Vendor for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories effective February 25, 2020, through February 21, 2024 (Contract).

The parties wish to amend the following terms within the Contract:

- 1. This Amendment is effective upon the date of the last signature below.
- 2. Vendor’s Master Services and Purchasing Agreement (Version 8.0) is deleted in its entirety and replaced with its updated Master Services and Purchasing Agreement (Version 13.0), which is attached hereto and incorporated herein.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer

Date: 5/24/2021 | 8:29 PM CDT

Axon Enterprise Inc.

DocuSigned by:
By: Chris Kirby
Chris Kirby, VP of Sales

Date: 5/24/2021 | 8:15 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO

Date: 5/24/2021 | 9:37 PM CDT

Information Security Addendum

This INFORMATION SECURITY ADDENDUM ("ADDENDUM") is entered into as of the Effective Date of the Agreement (defined below) by and between the City of Providence, by and through its Department of Public Safety, having its principal place of business at 325 Washington Street, Providence, RI 02903-3503 ("the City") and Axon Enterprise, Inc., having its principal place of business at 17800 N 85th Street, Scottsdale, AZ 85255 ("Service Provider").

RECITALS

A. The City holds Personal Information relating to its customers and/or employees, and other individuals that is subject to state and federal Laws relating to the protection of such information as defined herein.

B. Service Provider may have access to Personal Information in connection with Service Provider's provision of body worn camera services to the City ("Services") pursuant to that certain Agreement commencing April 15, 2023 (the "Agreement") and any amendments thereto.

C. The City and Service Provider agree that to the extent Service Provider obtains access to Personal Information to perform the Services, it shall maintain, store, access, use and disclose Personal Information only as described in this Addendum.

D. The following terms and conditions shall apply with regard to Personal Information as defined in this Addendum. The obligations of Service Provider under this Addendum shall be deemed to apply to and to bind Service Provider's representatives or affiliates to the extent such representative or affiliate receives or has access to any Personal Information; provided, however, that Service Provider shall remain solely liable for any noncompliance with the terms of this Addendum caused by its representatives or affiliates.

In consideration of the Recitals and the mutual agreements that follow, the Parties agree as follows:

1. Defined Terms.

"Authorized Employees" means Service Provider employees who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under the Agreement.

"Authorized Persons" means (i) Authorized Employees; and (ii) Service Provider contractors, third parties, supply chain entities, agents, outsourcers and auditors who have a need to know or otherwise access Personal Information to enable Service Provider to perform its obligations under the Agreement, and who are bound in writing through contractual measures to abide by the terms and conditions set forth herein.

"Personal Information" means any Personal Information owned, licensed, received, collected, stored, maintained or processed by the City, or to which the City otherwise

has access and defined as “personal information or “personal data” under applicable Law that is disclosed to Service Provider. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person including but not limited to a person’s first name and last name or first initial and last name in combination with any one or more of the following data elements that relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to: (a) Social Security number; (b) driver's license number or state-issued identification card number; (c) email address, financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a person’s financial account; (d) medical or health insurance information; (e) state issued identification card number (including tribal identification numbers); (f) signature; (g) physical characteristics or description; (h) address; (i) telephone number; (j) passport number; (k) insurance policy number; (l) education; (m) employment or employment history; and/or (n) unique biometric data generated from measurements or technical analysis of human body characteristics, such as a fingerprint, retina or iris image, used to authenticate a specific individual. Unique biometric data does not include a physical or digital photograph, unless used or stored for facial recognition purposes. Personal Information shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public.

“Laws” mean any foreign, federal, state or local law or regulation, promulgated or amended from time to time during the term of the Agreement, applicable to Personal Information received by Service Provider from the City, including, but not limited to, the Rhode Island Identity Theft Protection Act, RIGL § 11-49.3-1 et seq. (the “RI Security Regs”), the Protection of Personal Information of Residents of the Commonwealth of Massachusetts, 201 CMR 17.00 (the “MA Security Regs”), the Connecticut data security regulations, C.G.S.A § 36a-701b, the California data security regulations, Cal. Civ. Code §1798.81.5, the California Consumer Privacy Act of 2018 and its implementing regulations (“CCPA”), the Oregon data security regulations, O.R.S. 646A.600 et. seq., and the New York SHIELD Act, N.Y. Gen. Bus. Law § 899-bb, during the term of the Agreement.

“Security Breach” means (i) any act or omission that compromises either the security, or confidentiality of Personal Information or the physical, technical, administrative or organizational safeguards put in place by Service Provider and/or Service Provider’s contractors that relate to the protection of the security, confidentiality or integrity of Personal Information, or (ii) receipt of any notification or report in relation to the privacy and/or security practices of Service Provider and/or its contractors or a breach or alleged breach of the Agreement relating to such privacy and/or security practices.

“Data Integrity Breach” means (i) any act or omission that compromises the integrity of Personal Information or organizational safeguards put in place by Service Provider and/or Service Provider’s contractors that relate to the integrity of Personal Information, or (ii) receipt of any notification or report in relation to the data integrity practices of Service Provider and/or its contractors or a breach or alleged breach of the Agreement relating to such integrity practices.

2. Obligations and Activities of Service Provider.

(a) Service provider acknowledges and agrees that, in the course of its engagement by the City, Service Provider may receive or have access to Personal Information, and Service Provider shall comply with the terms and conditions set forth herein in its access, collection, receipt, transmission, disclosure, storage, disposal, use and discussions of such Personal Information and be responsible for the unauthorized access, collection, receipt, transmission, disclosure, storage, disposal, use and discussion of Personal Information under its control or in the possession by all Authorized Employees and Authorized Persons. Service Provider shall be responsible for, and remain liable to, the City for all actions and omissions of all Authorized Employees and Authorized Persons concerning the protection and treatment of Personal Information as if they were Service Provider's own actions and omissions. Service Provider shall ensure that it has written contracts in place with all Authorized Persons that may have access to Personal Information which contains access restrictions and use restrictions substantially similar to such access restrictions and use restrictions contained herein.

(b) Personal Information is deemed to be Confidential Information of the City.

(c) In recognition of the foregoing, Service Provider agrees and covenants that it shall: (i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) access, use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Service Provider's own purposes or for the benefit of anyone other than the City, in each case, without the City's prior written consent; and (iii) not directly or indirectly, disclose Personal Information to any person other than its Authorized Employees and Authorized Persons without express written consent from the City unless and only to the extent required by government authorities as required by applicable law, in which case Service Provider shall use its best efforts to notify the City before such disclosure or as soon after as reasonably possible.

(d) Service Provider represents and warrants that its collection, access, use, storage, disposal, and disclosure of Personal Information does and will comply with all applicable federal and state Laws during the term of the Agreement.

(e) At a minimum, Service Provider's safeguards for the protection of Personal Information shall include reasonable efforts to: (i) limit access of Personal Information to Authorized Employees/Authorized Persons only if such access is required in order to perform services to the City; (ii) secure business facilities, data centers, paper files, servers, back-up systems and computing equipment including mobile devices with storage capability; (iii) implement network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implement multi-factor authentication and access controls within media, applications, operating systems; (vi) encrypt Personal Information stored on any mobile media; (vii) segregate Personal Information stored in the Services from information of Service Provider or its other customers in the Services so that Personal Information stored in the Services is not commingled with any other types of information; (ix) implement appropriate personnel security

and integrity procedures and practices including conducting background checks and insider threat monitoring; and (x) provide appropriate privacy and information security training to Service Provider's employees.

(f) Service Provider shall also implement appropriate administrative, physical and technical safeguards to protect Personal Information and to prevent unauthorized access, use, or disclosure of Personal Information and shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of, and disclosed, comply with applicable Laws, as well as the terms and conditions of this Addendum. Such safeguards include, but are not limited to: (i) encrypting all transmitted records and files containing Personal Information at rest and in transit and encrypting all data containing Personal Information to be transmitted wirelessly; (ii) prohibiting the transfer of Personal Information to any mobile device unless such transfer has been approved in advance; (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Laws; and (iv) prohibiting any Personal Information to be transferred to a mobile device.

(g) Service Provider agrees to report, promptly and in writing, to the City any use, access, acquisition, or disclosure of Personal Information not provided for by the Agreement, and of which Service Provider knows or has reason to know, upon discovery of such use, access, acquisition or disclosure, but in no event less than twenty-four (24) hours after discovery.

(h) Service Provider may subcontract any portion of the Services, provided that Service Provider ensures that there is a written agreement in place with each subcontractor requiring the subcontractor to agree to the same restrictions and conditions that apply to Service Provider with respect to the protection of Personal Information through this Addendum through a written contractual agreement.

(i) Service Provider shall not, directly or indirectly, divulge, disclose or communicate any Personal Information it receives from the City to any person, firm, or corporation, except with the written permission of the City, provided however, Service Provider may disclose such information to its subcontractors as described in 2(g) above and any and all Authorized Persons.

(j) All records pertaining to Personal Information received from the City, whether developed by the City or others, are and shall remain the property of the City.

(k) Service Provider agrees that the City's data, including Personal Information, may not be maintained, stored, or transmitted outside of the United States of America.

(l) Service Provider shall adopt, implement and maintain security procedures sufficient to protect Personal Information from improper access, disclosure, use, or premature destruction. Such security procedures shall be reasonably acceptable to the City and in compliance with all applicable Laws. Service Provider shall maintain or adopt a written information security program ("WISP") or its equivalent consistent with applicable Laws that govern the protection of Personal Information received from the City or maintained on behalf of the City. Service Provider agrees to apply the standards and requirements of all applicable Laws to all such Personal Information, regardless of the jurisdiction in which the subject of Personal Information resides. During the term

of the Agreement, Service Provider shall maintain, and provide for the City's review, at the City's request upon no less than thirty (30) days' advance notice, (a) Service Provider's WISP; and (b) other applicable security program documents, including summaries of its incident response policies, encryption standards and/or other computer security protection policies or procedures, that constitute compliance with applicable Laws.

(m) Service Provider agrees to notify promptly, but in no event later than twenty-four (24) hours, after discovery of a security vulnerability, including, but not limited to, an exploitation of security vulnerabilities by third parties that have resulted in corruption, unauthorized modification, sale, rental, and/or otherwise damages to or materially alters the integrity of any of the City's information, including Personal Information, and shall work with the City to mitigate such vulnerabilities.

(n) Service Provider shall have a process for managing both minor and major security incidents. Service Provider shall notify the City promptly, and in no event later than seventy-two (72) hours after completing the initial incident response investigation, in writing, of any unauthorized: access, possession, use, destruction or disclosure of the City Personal Information (a "Security Breach"). Service Provider shall promptly and in writing provide the City with all relevant available information of the Security Breach and shall use reasonable efforts to mitigate such Security Breach and prevent a recurrence thereof. Security Breaches include, but are not limited to, a: virus or worm outbreak, cyber security intrusions into systems directly responsible for supporting the City data and services, physical security breaches into facilities directly responsible for supporting the City data and services, and other successful attacks on systems directly responsible for supporting the City data and services. Service Provider shall not be required to provide a written report of attempted security incidents. "Attempted Security Incidents" means, without limitation, pings and other broadcast attacks on firewall, port scans, unsuccessful log-on attempts, common denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Personal Information or other serious vulnerability to the City's data. In the event of a Security Breach, the Parties shall cooperate to (a) mitigate and resolve any data privacy or security issues involving Personal Information, and (b) make any notifications to individuals affected by the Security Breach, and/or governmental/administrative entities as required by applicable Laws. Service Provider's failure to comply with this subsection (n) shall be considered a material breach of the Agreement, for which no cure period shall apply.

(o) Immediately following Service Provider's notification to the City, the Parties shall coordinate with each other to further investigate the security vulnerability or Security Breach, in determining whether additional measures need to be taken to address the Security Breach, including mitigation of the Security Breach and making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards or otherwise reasonably required by the City.

(p) Service Provider shall use its best efforts to immediately remedy a security vulnerability or Security Breach and prevent further security vulnerabilities or Security Breach at Service Provider's expense in accordance with applicable privacy rights, Laws, regulations and standards. In addition to any indemnification obligations set forth herein, Service Provider shall reimburse

Company for actual costs incurred by the City in responding to, and mitigating damages caused by, any security vulnerability or Security Breach.

(q) Following a Security Breach, the City, or its designated agent, shall have the right, upon reasonable notice to Service Provider, to complete a review of Service Provider's security measures and ensure that unauthorized access to Personal Information has been eliminated.

(r) Service Provider shall ensure that all Personal Information that it has access to on the City's behalf shall be secured and replicated in the event that the Service Provider's services or data center containing the City's Personal Information suffers an adverse system event, so that Service Provider shall be able to continue its business as intended with respect to the Services provided by Service Provider to the City under the Agreement. Therefore, Service Provider shall maintain such processes in place to ensure that in the event that it is bankrupt, that data is corrupted, that the City's Personal Information is impacted by ransomware or other malicious code, or there is any other interruption of its services, that Service Provider has sufficient contingency plans in place to allow the City to continue its operations using the Personal Information that it has entrusted to Service Provider in a reasonable timeframe.

(s) Upon the City's written request with thirty (30) days' notice, and no more often than annually, to confirm Service Provider's compliance with this Addendum, Service Provider grants the City or, upon the City's election, a third party on the City's behalf, permission to perform during Service Provider's reasonable business hours, and in a manner that shall not unreasonably inhibit Service Providers business operations, an assessment, audit, examination or review of relevant controls in Service Provider's physical and/or technical environment in relation to Personal Information being handled and/or services being provided to Customer pursuant to this Addendum and the Agreement. Service Provider shall fully cooperate with such assessment by providing access to knowledgeable personnel, Service Provider physical premises, documentation, and representative application software that processes, stores or transports the City's Personal Information pursuant to this Addendum. THE CITY OR ITS THIRD-PARTY DESIGNEE SHALL COMPLY WITH SERVICE PROVIDER'S REASONABLE DATA AND FACILITIES SECURITY REQUIREMENTS. ALL INFORMATION TO WHICH THE CITY OR SUCH THIRD PARTY SHALL HAVE ACCESS DURING ANY SUCH ASSESSMENT, AUDIT, EXAMINATION OR REVIEW SHALL BE DEEMED TO BE SERVICE PROVIDER CONFIDENTIAL INFORMATION AND SHALL BE SUBJECT TO THE NON-DISCLOSURE AGREEMENT APPLICABLE BETWEEN THE PARTIES.

(t) Service Provider understands the extremely sensitive nature of the Personal Information it receives from the City, and acknowledges that the City may suffer irreparable harm, for which damages would not be an adequate remedy if the City's Personal Information were improperly disclosed. Service Provider therefore agrees that the City shall be entitled to equitable relief in addition to all other remedies at law to protect its Personal Information.

3. Encryption Requirements

a) Service Provider shall utilize dedicated encryption keys. All encryption keys used to protect the City's Personal Information shall be uniquely associated to the City. The use of said encryption keys to encrypt non-City of Providence data is forbidden.

- b) All keys will be protected against modification; secret and private keys need to be protected against unauthorized disclosure.
- c) FIPS-approved or NIST-recommended cryptographic algorithms commensurate with key size shall be used whenever cryptographic services are applied.
- d) Service Provider shall implement full-disk encryption on any built-in or removable storage media in any Service Provider-controlled portable computer which may access, store, transmit, or process the City's Personal Information. All such encryption shall minimally meet the Advanced Encryption Standard with a 256-bit cypher key ("AES256") as outlined in the Federal Information Processing Standards publication 197. ("FIPS 197")
- e) Service Provider shall ensure that all passwords are transmitted securely and encrypted when in storage. In the event that a hashing algorithm is used, Service Provider must use a randomly-generated salt.
- f) Plaintext Encryption and/or Decryption keys must be adequately secured un-der split knowledge or 2-Factor authentication mechanisms at a minimum. Only those trusted associates who have a "need to know" should be given access to the key or security environment storing keys. Storage of these keys must be separate and distinct from the encrypted data.
- g) When a Data Encryption Key ("DEK") must be stored encrypted in a boot page of a data store, the DEK encryptor must be separate and distinct from the encrypted data store and DEK.
- h) When a cryptographic key is compromised, all use of the key to apply cryptographic protection to information (e.g., compute a digital signature or encrypt in-formation) shall cease, and the compromised key shall be revoked. However, the continued use of the key under controlled circumstances to remove or verify the protections (e.g., decrypt or verify a digital signature) may be warranted. All compromised keys must be retired and replaced in a timely fashion.
- i) Service Provider encryption key management systems should be designed so that the compromise of a single key compromises as little data as possible and avoids having a catastrophic weakness.
- j) Service Provider should have a compromise-recovery plan for restoring cryptographic security services in the event of a key compromise.
- k) Encryption keys will not persist unencrypted in any environment beyond the minimum time required for use. To the maximum extent operationally possible, plaintext symmetric and private keys are restricted to physically protected containers. This includes key generators, key-transport devices, key loaders, cryptographic modules, and key-storage devices.
- l) Encryption key metadata is used to identify attributes, parameters, or the in-tended use of a key, and as such contains the key's control information. This information requires elevated protection commensurate with Key Management System ("KMS") access.
- m) Service Provider will use an accountability system that keeps track of each access to symmetric and private keys in plaintext form.
- n) In the event that tapes are used for system backup, such tapes shall be encrypted and appropriately inventoried and logged as to location and planned destruction date.

4. Rights Related to Personal Information Under the CCPA And Other Applicable Law.

- (a) Service Provider is a service provider for purposes of California privacy laws, including the California Consumer Privacy Law and California Privacy Rights Act.

(b) Service Provider shall not sell any Personal Information it collects, accesses, or receives from the City.

(c) Service Provider may not combine, use, retain, or disclose Personal Information received from one or more entities to which it provides services, except as necessary to provide Services, detect data security incidents, or to protect against fraudulent or illegal activity, or to comply with a valid legal request pursuant to §1798.145(a)(1) -(a)(4) of the CCPA.

(d) If the City receives a request to know or a request to delete, as set forth under applicable Laws, directly from a consumer regarding Personal Information that Service Provider receives, collects, maintains on behalf of the City, or is furnished or disclosed orally, in writing, electronically or in other form or media by the City or its representatives, it shall notify Service Provider of such request. In the event of a request to delete, Service Provider and the City will cooperate to ensure such Personal Information is deleted from the Service.

(e) If a subcontractor of Service Provider receives, accesses, collects, maintains, or uses the City's Personal Information, or Personal Information is furnished or disclosed orally, in writing, electronically or in other form or media by the City or its Representatives, or Service Provider discloses the City's Personal Information to a subcontractor, Service Provider shall require such subcontractor(s) to agree to the same or similar restrictions and conditions that apply to Service Provider under this Addendum with respect to Personal Information, or as required by Law, through a written contractual agreement. Service Provider shall also endeavor to require its subcontractor(s) to require the same of its third-party vendors if those vendors receive, have access to, collect or maintain the City's Personal Information received from Service Provider or where Service Provider discloses such data to those vendors.

(f) Service Provider certifies that it understands these provisions and the CCPA's restrictions and prohibitions on selling Personal Information and the prohibitions on collecting, retaining, using, or disclosing Personal Information. Service Provider agrees that it will comply with these restrictions and prohibitions and that it will not collect, sell, retain, use, or disclose Personal Information in violation of this Addendum, the CCPA, or any other applicable Laws.

5. Term and Termination.

(a) This Addendum shall be effective as of the date of the underlying Agreement and shall continue for the duration of the Agreement unless terminated upon prior written notice by the City.

(b) The City may terminate this Addendum and the Agreement immediately upon thirty (30) days written notice to Service Provider in the event of any material breach by Service Provider of this Addendum, after any applicable periods of notice and cure.

(c) Upon termination of this Addendum or the Agreement, for any reason, other than for Personal Information maintained in archival format, Service Provider shall return or destroy all Personal Information beyond recovery and certify such destruction in writing to the City and in accordance with the terms of the Agreement. The obligations hereunder shall survive for that Personal Information in archival format. This provision shall apply to Personal Information that is in the possession of subcontractors or agents of Service Provider. If such return or destruction is not feasible, Service Provider shall provide written notification to the City of the conditions that make

return or destruction infeasible. Upon the City's written agreement that return or destruction of Personal Information is infeasible, Service Provider shall extend the protections of this Addendum to such Personal Information and limit further uses and disclosures of such Personal Information to those purposes that make the return or destruction infeasible, for so long as Service Provider maintains such Personal Information.

5. Miscellaneous.

(a) Service Provider shall maintain or cause to be maintained sufficient insurance coverage as shall be necessary to insure Service Provider and its employees, agents, representatives and subcontractors against any and all claims, losses, or damages arising under this Addendum and such insurance coverage shall apply to all services provided by Service Provider or its representatives, agents, or subcontractors. Notwithstanding this provision, Service Provider covenants that for the Term of this Addendum, it shall maintain Cyber Liability insurance coverage with aggregate limits no less than \$10,000,000.00. Service Provider will use commercially reasonable efforts to increase its Cyber Liability insurance coverage.

(b) In the event that any third party makes any claim or brings any action or proceeding against the City or any agent or employee thereof arising from or relating to Service Provider's breach of its obligations under this Addendum, the City shall promptly notify Service Provider.

(c) Service Provider agrees that, to the fullest extent permitted by law, it shall be and remain strictly liable for the security of all Personal Information when in Service Provider's possession and when being transmitted from Service Provider or received by Service Provider. Without limiting any other obligations under any agreement entered into between the Parties, Service Provider shall defend, indemnify and hold harmless the City and its officers, directors, employees, and agents from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses, including but not limited to the following costs: (i) costs to print and mail notification letters to affected individuals; (ii) media notification costs to the extent such media notification is required by applicable law; (iii) costs for a call center if the City reasonably determines that such is necessary to handle inquiries; (iv) credit monitoring costs if the City reasonably determines that it is necessary to mitigate harm for affected individuals or if such credit monitoring is required by law; (v) forensic costs; (vi) reasonable attorneys' fees arising out of or resulting from any claim against the City or resulting from Service Provider's failure to comply with any of its obligations under this Addendum, including, but not limited to, negligent or intentional acts or omissions, resulting from a Security Breach or encryption failure in the transmission of such Personal Information. Notwithstanding the foregoing, Service Provider's indemnification obligations under this Section 5(c) shall not exceed \$10,000,000.00 USD.

(d) Service Provider will cooperate with the City and the City's efforts to mitigate, to the extent practicable, any harmful effect that is known to Service Provider of a use or disclosure of Personal Information by Service Provider that is not provided for in the Addendum or the Agreement.

(e) A reference in this Addendum to Laws means such laws as in effect or as amended.

(f) The Parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the Parties to comply with Law.

(g) In the case of any conflict between the terms of this Addendum and the Agreement with respect to the subject matter of this Addendum, the terms of this Addendum shall govern.

(h) The terms of this Addendum shall survive termination of all agreements between the Parties if the City's Personal Information is in the possession of Service Provider.