



### CONTRACT AMENDMENT #6

This Amendment #6 ("Amendment #6") to the Public Safety Video Surveillance Equipment – Body Cameras for the Police Department in Contract #20220014 ("the Contract"), by and between the City and the Contractor, as defined below, shall be effective as of the date this Amendment #6 is fully executed.

|                                            |                                                                                     |
|--------------------------------------------|-------------------------------------------------------------------------------------|
| <b>Contractor's Full Legal Name:</b>       | Axon Enterprise, Inc.                                                               |
| <b>Solicitation No./Event ID:</b>          | 20220014                                                                            |
| <b>Solicitation Title/Event Name:</b>      | Public Safety Video Surveillance Equipment – Body Cameras for the Police Department |
| <b>Contract Award Date:</b>                | 12/1/2021                                                                           |
| <b>Initial Current Contract Term:</b>      | 60 months                                                                           |
| <b>Current Contract Expiration Date:</b>   | 10/31/2027                                                                          |
| <b>Requested Contract Expiration Date:</b> | N/A                                                                                 |
| <b>Initial Contract Amount:</b>            | \$ 3,925,242.16                                                                     |
| <b>Current Contract Amended Amount:</b>    | \$ 11,532,014.09                                                                    |
| <b>Requested Financial Change Amount:</b>  | \$0                                                                                 |
| <b>New Contract Amount:</b>                | \$ 11,532,014.09                                                                    |
| <b>Amendment No.:</b>                      | #6                                                                                  |
| <b>Amendment Type:</b>                     | Terms Revision                                                                      |



June 6, 2024

Port St. Lucie Police Department  
Attn: Bill May  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984

Re: TASER Data Science Program

Dear Mr. May:

I am pleased to offer this agreement between the Port St. Lucie Police Department (“**Agency**” or “**you**”) and Axon Enterprise, Inc. (“**Axon**”, “**we**” or “**us**”) whereby the Agency may share select de-identified data from TASER energy weapon deployment reports and, optionally, related TASER energy weapon logs, BWC footage, and other reports with Axon. This information will help us measure TASER energy weapon programs, improve TASER energy weapon technology, and provide data analysis reports to you. As the purpose of the program is to provide accurate, balanced information to Agency about its TASER energy weapon program, shared data should represent the spectrum of possible outcomes. Agency’s sharing and Axon’s use of data are subject to the enclosed Data Processing Terms, incorporated herein by reference.

The opportunity to work with you will ensure together we take another significant step towards solving the greatest public safety challenges of our time. If you are amenable to the terms of this letter agreement, please sign and date below, acknowledging and accepting these terms on behalf of the Port St. Lucie Police Department, and return a signed copy to [legal@axon.com](mailto:legal@axon.com).

Sincerely,

Hoang Bao  
Director of Privacy  
[privacy@axon.com](mailto:privacy@axon.com)

Enclosure:  
Data Processing Terms



## **Data Processing Terms Between Agency and Axon**

### **Nature and Purpose of the Processing**

This Agreement is made and entered into by and between **Agency** and **Axon** to enable us to quantitatively evaluate the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances. To do so, Agency will provide Axon with de-identified, de-personalized, data derived from Agency's TASER energy weapon deployment reports, related TASER energy weapon logs, BWC footage, and incident reports.

### **Data Sharing Mechanism and Specific Information Shared with Axon**

Information that Axon obtains from Agency will consist of certain de-identified, de-personalized data as described above. Axon will retrieve certain data, such as the type of TASER energy weapon used, time of the encounter, whether the encounter was indoors, and terrain conditions, from TASER energy weapon serial number information provided by Agency. From time to time, Axon may request and, as feasible, Agency may supply de-identified, de-personalized BWC footage via Axon Evidence case sharing (together with information described in the previous clause, "Provided Data"). Axon will use Provided Data for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances ("Transformed Data").

### **Data Retention**

Axon may retain Provided Data for up to 120 days following its entry in Axon's system. Agency's retention policy for the original source data will not be applied to Provided Data. In the event Agency seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com) ("Deletion Rights"). Where reasonably capable of doing so, Axon will implement the request. Subject to Agency's Deletion Rights, Axon may indefinitely retain Transformed Data.

### **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 Provided Data solely for the purposes of this Agreement. Agency will have no intellectual property right in Transformed Data or any media, good, or service developed or improved by Axon. Axon may make any lawful use of Transformed Data and any derivatives of Transformed Data including, without limitation, the right to monetize, redistribute, make modifications, and make derivatives.

### **Responsibilities and Commitments:**

Axon will:

- Delete Provided Data no longer needed for purposes of this Agreement or when its retention period expires;
- Not disclose Provided Data to any party other than to Axon's wholly-owned subsidiaries or third parties that perform services on Axon's behalf and subject to confidentiality obligations no less restrictive than as set forth herein;



- Treat Provided Data in accordance with any applicable FBI CJIS Security Policy requirements (provided, however, Axon will not treat Transformed Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum in relation to Transformed Data);
- Implement commercially reasonable and appropriate measures to secure Provided Data against accidental or unlawful loss, access, or disclosure;
- Report in writing to the Agency—within 10 days of its discovery by Axon—any unauthorized access, use, or disclosure of Provided Data; and
- Maintain a comprehensive information security program to protect Provided Data (including, for example: logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection).

Agency will:

- Ensure that Agency is authorized to provide Provided Data to Axon and that such provision does not violate any applicable law or policy;
- Where necessary, limit disclosure of Provided Data (e.g., by redacting, clipping, removing metadata) and coordinate and consult with applicable public disclosure officers and related legal teams before providing Axon Provided Data;
- Exercise its Deletion Rights if Provided Data that is not authorized for sharing has been shared, so that Axon may, where reasonably capable, locate and delete the Provided Data in question;
- Obtain all consents and rights necessary under applicable laws for Axon to process Provided Data in accordance with this Agreement.

## **Termination**

Either party may terminate the Agreement at any time by providing written notice to the other party. Termination will take effect within 30 days of the other party receiving the written notice. The confidentiality provisions of this Agreement shall survive the termination of this Agreement. Upon termination of this Agreement by Agency, Axon shall delete all Provided Data by or before the effective termination date, which Axon will confirm in writing to Agency.

## **Required Disclosures**

Axon will not disclose Provided Data except as required by law and as permitted by this Agreement. Unless prohibited by law, Axon will notify Agency within three (3) business days if any request is received for the disclosure of Provided Data.

## **Miscellaneous**

The respective responsibilities and commitments of Axon under this Agreement shall survive termination of this Agreement.

No provision of this Agreement may be waived or modified except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.



In the event of any conflict between the terms and conditions stated within this Agreement and those contained within any other agreement or understanding between the parties, written, oral or implied, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the Effective Date set forth above.

**APPROVED BY:**

**Axon**

\_\_\_\_\_ (Agency)

|                            |             |
|----------------------------|-------------|
| Signature:                 | Signature:  |
| Print Name: Hoang Bao      | Print Name: |
| Title: Director of Privacy | Title:      |
| Date:                      | Date:       |

