



# Field Trial Agreement

This Agreement grants the right to use the TASER International, Inc. ("TASER") Product(s) identified in this Agreement to your law enforcement agency ("Agency" or "you") on loan and free of charge for a trial and evaluation of the Product(s) by the Agency.<sup>1</sup> The Trial Period is 180 days unless extended by TASER.

## 1. Trial Kit. The Trial Kit may include the following:

- 74016 – Axon Body 2
- 70042 – Axon Dock, Single Camera Bay
- 70043 – Axon Dock, 6-Camera Bay
- 11530 – Axon Flex 2 T&E Kit (Camera system, multi-mount, viewer, case).
- 11541 – Axon Flex 2 Single-Bay Dock
- 11542 – Axon Flex 2 Six-Bay Dock
- 11007 – X26P CEW Trial Kit
- 22004 – X2 CEW Trial Kit
- 11523 – Axon Fleet T&E Kit
- 11524 – Axon Signal T&E
- 11552 – CradlePoint T&E Kit
- 11559 – T&E, PPM, Signal

Which will be specified on your Sales Order ("Product"). TASER reserves the right to limit the number of Trial Kits you receive. TASER reserves the right to supply a refurbished Product as part of the Trial Kit. TASER's warranty, limitations and releases for the Products is applicable and available on TASER's website at [www.taser.com](http://www.taser.com).

**2. Agency Obligations.** You agree to only use the Product for trial and evaluation purposes and will not: (a) reproduce or modify the Product; (b) rent, sell, lease or otherwise transfer the Product; (c) use the Product or Evidence.com to store or transmit infringing, libelous, or otherwise unlawful or tortuous material or to store or transmit material in violation of third-party privacy rights; or (d) attempt to gain unauthorized access to Evidence.com or related systems or networks. You agree to comply with all TASER training materials regarding the Products during the Trial Period. For Trial Kits that contain a conducted electrical weapon ("CEW"), you agree that every employee or agent that carries, uses, or deploys the CEW during the Trial Period will have: (a) obtained certification as a TASER CEW user or instructor; and (b) completed any training specific to the CEW model by utilizing the current TASER lesson plan. Upon request of TASER, you also agree to cooperate and participate in a case study involving the Product and your use of the Product. You agree that TASER will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in TASER's training, markets and sales materials.

**3. Return of Product.** You agree to either return the Product to TASER within 10 days after the end of the Trial Period, or be invoiced for the full MSRP of the Product and pay the invoice along with any applicable taxes and shipping costs pursuant to TASER's standard sales terms and conditions. If any individual piece of the Trial Kit, excluding expended CEW cartridges, is not returned to TASER at the end of the Trial Period, then TASER will issue to you an invoice for the MSRP of the unreturned item(s). You agree to pay the invoice along with any applicable taxes.

If you choose to return the Product to TASER instead of purchasing the

Product, you agree to return the Product, excluding expended CEW cartridges, to TASER in good working condition, normal wear and tear excepted. TASER reserves the right to charge you if there is damage beyond the normal wear and tear and outside of the warranty coverage.

Before you return the Product, it is your responsibility to download the Product and keep a backup copy of the data. All data stored in the Product will be erased upon receipt of the Product by TASER. Product is to be returned via the RMA process to: TASER International, Inc., 17800 N. 85<sup>th</sup> Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

**4. Agency Data.** With your return of the Product, you may request TASER make available to you for download your data and any attachments that you uploaded to Evidence.com during the Trial Period. During the 30 days following this request you may retrieve your data from the Evidence.com services. After this 30-day period, TASER will have no obligation to maintain or provide any data uploaded to Evidence.com and will thereafter, unless legally prohibited, delete all of this data in TASER's systems or otherwise in its possession or control.

**5. Proprietary Information.** You agree that TASER has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute the Product, and that you will not directly or indirectly cause any proprietary rights to be violated.

## Formal Matters.

**A. Signature.** Your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Agency.

**b. Entire Agreement; Modification; Severability.** This Agreement incorporates TASER's Master Services and Purchasing Agreement in its entirety and contains all the terms and conditions agreed on by the parties regarding the Trial Kit. Any previous agreements between the parties regarding a free trial of the Product are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. This Agreement is contractual and not a mere recital. If any part of this Agreement is held indefinite, invalid, or otherwise unenforceable, the rest of the Agreement will continue in full force and effect. You must accept this Agreement unmodified and as written.

**C. Relationship of the Parties.** The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

**D. Assignment.** You must not, by operation of law or otherwise, assign any of your rights or delegate any of your obligations under this Agreement without the prior express written consent of TASER.

ACCEPTED and AGREED as of 17 day of May, 2017

Agency Name: City of Franklin  
 By: [Signature]  
 Printed Name: Eric S. Stuckey  
 Title: City Administrator  
 Address: 226 Lawcabin Lane  
Franklin, TN 37064  
 Phone: 615-550-6688 E-mail: Eric.Stuckey@FranklinTN.gov

<sup>1</sup>This Agreement does not cover trials or evaluations solely of any TASER beta software or firmware.

CradlePoint is a trademark of CradlePoint, Inc.

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