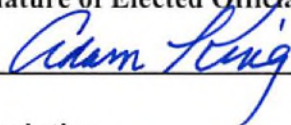


AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 02/17/25Meeting Date: 02/24/25Submitted By: Sheriff KingDepartment: Sheriff's Office

Signature of Elected Official/Department Head:

**Court Decision:**

This section to be completed by County Judge's Office



2-24-25

Description:

Request to review and sign Axon Trial Agreement. This agreement grants the
right to use the Axon Enterprise Trial Kit(s). Trial Kit will include the any Axon
hardware or software provided for trial purposed by the Customer (Johnson
County Sheriff's Office).

(May attach additional sheets if necessary)

Person to Present: Sheriff King or Designee

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) ☒ PUBLIC ☐ CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5-10 minutes

Session Requested: (check one)

☐ Action Item ☒ Consent ☐ Workshop ☐ Executive ☐ Other _____**Check All Departments That Have Been Notified:**☒ County Attorney ☐ IT ☐ Purchasing ☒ Auditor☐ Personnel ☐ Public Works ☐ Facilities Management

Other Department/Official (list) _____

Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email

Approved in CC on 9/11/2023



Trial Agreement

This Agreement grants the right to use the Axon Enterprise, Inc. ("Axon") Trial Kit(s) identified in this Agreement to the customer listed in the signature block below ("Customer") on loan and free of charge for a trial and evaluation of the Trial Kit by Customer.¹ The Trial Period is for the maximum 60 days unless extended by Axon or as noted in the quote.

1. Trial Kit. The Trial Kit will include the any Axon hardware or software provided for trial purposed to the Customer..

Axon may limit the number of Trial Kits Customer receives. Axon may supply a refurbished Trial Kit. Axon's warranty, limitations and releases for the Trial Kits is applicable and available on Axon's website at www.axon.com/legal. **ALL SERVICES INCLUDING, WITHOUT LIMITATION, CLOUD SERVICES OR SOFTWARE AS A SERVICE ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.**

2. Customer Obligations. Customer agrees to only use the Trial Kit for trial and evaluation purposes and will not: (a) reproduce or modify the Trial Kit; or (b) rent, sell, lease or otherwise transfer the Trial Kit. Customer agrees to comply with all Axon training materials regarding the Trial Kit during the Trial Period. For Trial Kits that contain a conducted energy weapon ("CEW"), Customer agrees 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 CEW lesson plan. Upon request by Axon, Customer agrees to cooperate and participate in a case study involving the Trial Kit and Customer's use of the Trial Kit. Customer agrees that Axon will have a non-exclusive, perpetual license to utilize the results and any report or publication resulting from the case study in Axon's training, markets and sales materials. If Customer's trial includes Axon Fleet, and Customer is using wireless offload, then Customer is responsible for providing either a cellular SIM card or wireless network at Customer. For use of Axon Performance, Axon may need to access and store Customer's call for service records.

3. Return of Product. Customer agrees to return the Trial Kit to Axon within 10 days after the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Kit is not returned to Axon at the end of the Trial Period, Axon will invoice Customer the MSRP of the unreturned items in the Trial Kit(s). Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Kit to Axon in good working condition, normal wear and tear excepted. Axon may charge Customer if there is damage beyond normal wear and tear.

Before Customer returns the Trial Kit, it is Customer's responsibility to download any data and keep a backup copy of the data. All data stored in the Trial Kit will be erased upon receipt of the Trial Kit by Axon. Customer will return the Trial Kit to: Axon Enterprise, Inc., 17800 N. 85th Street, Scottsdale, Arizona USA 85255, Attention: Trial Returns.

4. Customer Data. Within 30 days of the Trial Period ending, Customer may request Axon make available to Customer for download Customer data that Customer uploaded to Axon Evidence during the Trial Period. During the 30 days following this request, Customer may retrieve its data from Axon Evidence. After this 30-day period, Axon will have no obligation to maintain or provide any data uploaded to Axon Evidence and will thereafter, unless legally prohibited, delete all of this data in Axon's systems or otherwise in its possession or control.

5. Proprietary Information. Customer agrees Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of

ancillary materials, knowledge, and designs that constitute the Trial Kit. Customer will not directly or indirectly cause any proprietary rights to be violated.

6. Limitation of Liability. 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 Trial Kit will not exceed One Thousand Dollars (\$1,000.00). 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.

Formal Matters.

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

B. Entire Agreement. This Agreement, including the attached Axon Evidence Terms of Use Appendix, Axon Auto-Tagging Appendix, Axon Respond Appendix, Axon Auto-Transcribe Appendix, My90 Terms of Use Appendix (available at <https://www.axon.com/sales-terms-and-conditions>), and Axon Fleet Appendix (to the extent such appendices are applicable), 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 Trial Kit are replaced by this Agreement. This Agreement can be modified or changed only by a written instrument signed by both parties. 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.


C. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, Customer, 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 Axon.

E. Warranty. For governmental customers, if this Agreement is for TASER 10, your signature warrants and acknowledges that you are authorized to execute this Agreement on behalf of your Customer, and that these weapons are being acquired for temporary official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968. For non-governmental customers, Customer warrants and acknowledges that TASER 10 is classified as a firearm under federal law and must be transferred/shipped to a valid Federal Firearms Licensee ("FFL"). If Customer does not hold a valid FFL at the time of transfer, a third-party FFL with licensed premises in Customer's state of residence must be utilized to transact the order in an over-the-counter firearm transfer pursuant to the Gun Control Act of 1968. Any applicable state and local firearms regulations and restrictions apply. To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.

SIGNATURE PAGE TO FOLLOW

¹This Agreement does not cover trials or evaluations solely of any Axon beta software or firmware.

CradlePoint is a trademark of CradlePoint, Inc. a  Axon, Axon Evidence, Axon Flex, Fleet, X2, X26, TASER 7, TASER 10, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2023 Axon Enterprise, Inc.

Title: General Trial Agreement for All Products (30-60-90 Days)

Department: Legal

Version: 1.0

Release Date: 7/21/2023



Trial Agreement

Customer Name: Johnson County

Signature: 

Printed Name: Christopher Boedeker

Title: County Judge

E-mail: judgeboedeker@johnsoncountytexas.org

Date Signed: 2-24-2025

AXON ENTERPRISE, INC.

Signature: 

Printed Name: Robert Driscoll

Title: Deputy General Counsel

E-mail: legal@axon.com

Date Signed: 2/10/2025 | 10:21 AM MST



Trial Agreement

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- b. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by an Customer. Evidence is a subset of Customer Content.
- c. **"Non-Content Data"** is data, configuration, and usage information about Customer'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 Customer 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.** Customer will have access and use of Axon Evidence for the storage and management of Customer Content during the Trial Period.
- 3. **Customer Owns Customer Content.** Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content are not business records of Axon. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will have limited access to Customer Content solely for providing and supporting Axon Evidence to Customer and Customer end users.
- 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer 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. **Privacy.** Customer'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>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic 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.
- 6. **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. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Customer, 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.
- 7. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for 6 months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to 24 hours to access.
- 8. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Customer Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

Title: General Trial Agreement for All Products (30-60-90 Days)

Department: Legal

Version: 1.0

Release Date: 7/21/2023



Trial Agreement

9. **Suspension.** Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer 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. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Restrictions.** Customer and Customer 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; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.
11. **After Termination.** Axon will not delete Customer Content for 90 days following termination. There will be no functionality of Axon Cloud Services during these 90 days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these 90-days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
12. **Post-Termination Assistance.** Axon will provide Customer 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 Customer 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.
13. **U.S. Government Rights.** If Customer 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 Customer 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, Customer will immediately discontinue use of Axon Cloud Services.

**JOHNSON COUNTY CONTRACT TERMS
ADDENDUM to AXON ENTERPRISES, INC. TRIAL AGREEMENT
DraftOne Trial Agreement**

The Johnson County Commissioners Court Finds, and the Parties Agree, as Follows:

1.1

This Addendum is part of the Agreement between JOHNSON COUNTY, TEXAS, a political subdivision of the State of Texas, (hereinafter referred to as "COUNTY" or "JOHNSON COUNTY" or "AGENCY" and AXON ENTERPRISE, INC. Said AXON ENTERPRISE, INC. . may be referred to herein as "AXON" or "COMPANY". The Trial Agreement is for trial and testing, at no charge to Johnson County, of the DraftOne report template product.

1.2

JOHNSON COUNTY and AXON as applicable, may be collectively identified as the "Parties" or each individually a "Party". This Addendum is part of the Agreement with AXON and is intended to modify (as set forth in this Addendum) all documents, including the TRIAL AGREEMENT for Johnson County's trial of DraftOne and associated products. This Addendum modifies (as set forth in this Addendum) any other document proffered to COUNTY by AXON or their agents and other documents defining the Agreement between JOHNSON COUNTY, TEXAS and AXON.

1.3

The Parties recognize and agree that the "Agency", i.e. the Sheriff's Office is not an entity with authority to execute a contract for the products or services the subject of this Agreement. "Agency" as used in these documents will mean the political subdivision "Johnson County, Texas" where context requires.

1.4

REFERENCE TO SOURCEWELL RIDER, NOT APPLICABLE TO THIS AGREEMENT

1.5

REFERENCE TO SOURCEWELL RIDER, NOT APPLICABLE TO THIS AGREEMENT

1.5.1

REFERENCE TO SOURCEWELL RIDER, NOT APPLICABLE TO THIS AGREEMENT

1.5.2

Legal notices shall be provided to Agency as follow: Johnson County Judge, 2 North Main Street, Cleburne, Texas 76033.

1.5.3

The following Axon Appendix is applicable to this Agreement between the Parties and incorporated herein and referenced in this Section:

- Axon Cloud Services Terms of Use Appendix

1.5.4

REFERENCE TO SOURCEWELL RIDER, NOT APPLICABLE TO THIS AGREEMENT

2.1

This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of the Agreement must be in the state district courts in Johnson County, Texas or the federal district courts in Dallas Division of the Northern District of , Texas. Any provision stating that County agrees to waive any right to trial by jury is hereby deleted. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.

2.2

Limitations for the right to bring an action, regardless of form, shall be governed by the laws of the State of Texas, Texas Civil Practice and Remedies Code §16.070, as amended, and any provision to the contrary is hereby deleted.

2.3

Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, any term which provides for such a claim is hereby deleted. JOHNSON COUNTY will, upon request of a party to the contract, certify the funds available to fulfill the terms of this Agreement.

3.1

The Parties agree that under the Constitution and laws of the State of Texas, JOHNSON COUNTY cannot enter into an agreement whereby JOHNSON COUNTY agrees to

indemnify or hold harmless any other party; therefore, all references of any kind to JOHNSON COUNTY indemnifying and holding harmless any individuals or entities for any reason whatsoever are hereby deleted.

3.2

Article XI, Section 7(a) of the Texas constitution provides in relevant part:

... But no debt for any purpose shall ever be incurred in any manner by any city or county unless provision is made, at the time of creating the same, for levying and collecting a sufficient tax to pay the interest thereon and provide at least two per cent (2%) as a sinking fund, except as provided by Subsection (b) ...

This provision is interpreted with respect to contractual obligations of Texas county and city government entities to prohibit such government entities from entering into an indemnity agreement and to nullify such agreement provisions.

4.1

The Parties agree and understand that COUNTY is a political subdivision of the State of Texas, and therefore has certain governmental immunity, sovereign immunity and limitations on liability, and that COUNTY'S general liability and vehicle insurance coverage is with the Texas Association of Counties Risk Pool and said "insurance coverage" is limited to the statutory maximum limits of the Texas Tort Claims Act; therefore, any provisions to the contrary are hereby deleted. The Parties agree and understand that COUNTY does not waive any of its common law, statutory or constitutional defenses to which it may be entitled.

4.2

The Parties agree and understand that COUNTY will not agree to waive any rights and remedies available to COUNTY under the Uniform Commercial Code ("UCC"); therefore, any provision to the contrary is hereby deleted.

4.3

The Parties agree and understand that COUNTY will not agree to be responsible for any sales tax, use tax, or any other taxes, fees, fines or penalties that may be imposed, levied or assessed by any federal, state or local government or agency which relates to the Agreement, the equipment or its use; therefore, any provision to the contrary is hereby deleted.

4.4

The Parties agree and understand that COUNTY will provide statutory workers compensation for its employees; however, COUNTY does not agree to include a waiver of subrogation, and therefore any provisions to the contrary are hereby deleted.

5.1

INTENTIONALLY OMITTED. This is a free trial.

5.2

INTENTIONALLY OMITTED. This is a free trial.

5.3

JOHNSON COUNTY does not authorize AXON or any entity to initiate debit entries to JOHNSON COUNTY'S account at any financial institution. Any provision in any document authorizing an entity to access COUNTY funds or financial accounts electronically or otherwise and to make withdrawals or transfers of such funds is hereby deleted and is of no effect and the Agreement shall be deemed modified to comport with payment procedure prescribed by Texas law for Texas counties.

6.1

No officer, member, or employee of COUNTY, and no member of its governing body and no other public officials of the governing body of the locality or localities in which the project or purchase is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project or purchase shall participate in any decision relating to this Agreement which affects his/her personal interest, have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

6.2

To the extent, if any, that any provision in this Agreement is in conflict with Texas Government Code §552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force and effect. Furthermore, it is expressly understood and agreed that JOHNSON COUNTY, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act. In the event of a request for documents or materials pursuant to the Texas Public Information Act (Texas Government Code Chapter 552) or similar law pertaining to documents or information COUNTY reasonably believes that AXON might lawfully seek to claim as confidential, then COUNTY will forward the request to AXON. It shall be the obligation of AXON to prepare and submit to the Texas Attorney General's Office any claim and supporting brief or materials necessary to assert a claim that the documents or materials may be withheld pursuant to Texas Government Code Chapter 552 or other applicable law. County will cooperate with AXON in making such submission to the Texas Attorney General's Office. **AXON acknowledges and understands that contracts, agreements, payment and revenue of a political subdivision of the State of Texas are public information and are not confidential.**

6.3

Services and products provided under the Agreement shall be provided in accordance with all applicable state and federal laws.

6.4

Under the Constitution and laws of the State of Texas, public property is exempt from forced sales and liens may not attach thereto.

6.5

It is understood and agreed that JOHNSON COUNTY will not be subject to arbitration; therefore, any paragraph or provision requiring arbitration, is hereby deleted.

6.6

JOHNSON COUNTY shall be responsible for the acts or failure to act of its employees, agents or servants, provided; however, its responsibility shall be subject to the terms, provisions and limitations of the Constitution and laws of the State of Texas, particularly the Texas Tort Claims Act.

7.1

AXON certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. AXON is not ineligible to receive State or Federal funds due to child support arrearages

7.2

AXON verifies that it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. AXON each verifies that it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

7.3

AXON verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and, will not discriminate during the term of the contract against a firearm entity or firearm trade association.

7.4

AXON verifies that it complies with Texas Government Code Chapter 2274 and further verifies that it:

- (1) does not boycott energy companies; and
- (2) will not boycott energy companies during the term of the contract.

In this provision:

- (1) "Boycott energy company" has the meaning assigned by Section 809.001.
- (2) "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.
- (3) "Governmental entity" has the meaning assigned by Section 2251.001.

7.5

At any time following the expiration of 365 DAYS from the execution of the contract, COUNTY may terminate the contract at its discretion, without charges for unutilized term, or penalty of any kind, by giving COMPANY 90 days written notice of such termination. This provision shall not be deemed to conflict with any other provision allowing JOHNSON COUNTY to terminate the contract upon a shorter or lesser notice.

8.1

Notwithstanding any other provisions contained in the contract documents, any amendment to the terms of the contract must be specifically approved by the Commissioners Court of JOHNSON COUNTY and signed by the Johnson County Judge or the COUNTY employee or official to whom authority has been explicitly delegated by the Commissioners Court.

8.2

Notwithstanding any other provision in this Addendum or the associated documents, to the extent AXON is being contracted to provide information technology and services or to maintain and make available information for use by JOHNSON COUNTY and the public, including documents, data, content and records then said documents, if Agency Content, as defined within the Axon Trial Agreement and Appendices data, content and records are and shall be the exclusive property of JOHNSON COUNTY, TEXAS or the State of Texas or a political subdivision thereof.

8.3

At the termination of this Agreement, to the extent AXON possesses or controls access to JOHNSON COUNTY data, upon request by COUNTY, AXON will make Agency Content available for Agency's downloading for ninety (90) days post termination. AXON recognizes such data is data of the State of Texas or a political subdivision thereof and must be maintained according to the laws of the State of Texas governing the retention and storage of such data. Destruction of such data contrary to law and contrary to the rules promulgated by the Texas State Library and Archives Commission may be subject to criminal prosecution and civil liability.

8.4

All provisions of the agreement are modified such that in no event would JOHNSON COUNTY have less than 90 days from notice of termination of the Agreement to secure any data or records in a useable and readable format. JOHNSON COUNTY'S securing of such

data or records is intended to be done and will be allowed to be accomplished in a common and economically efficient method extant at the time of extracting, copying and securing such data and records.

8.5

To the extent applicable to Axon products or services currently contemplated, the parties agree Johnson County is NOT bound and shall not be bound to or liable for any condition, duty, obligation or requirement that is set forth only by reference to additional Documents that are not part of the physical document approved by the Commissioners Court and made part of the minutes of the Johnson County Commissioners Court. References to links or websites for contract terms CANNOT and WILL NOT be enforced against Johnson County. However, County's 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.

8.6

Johnson County is not subject to any provision relating to an Axon product or service that may be changed without notice or that may be changed without specific overt consideration and approval by the Commissioners Court of Johnson County acting on that change, modification or amendment to the contract or its terms occurring after the date of the execution of this Addendum.

8.7

Notwithstanding any provision set forth in the Trial Agreement or any other document put forth by Axon, Johnson County does not waive any rights or remedies available to a Texas political subdivision pursuant to Texas law. This provision supersedes any contrary provision.

8.8


AXON will not factor its receivables (from Johnson County) to any company or bank without the permission of the Johnson County Commissioners Court.

9.1

In the event of any conflict between the terms and provisions of this Addendum and the terms and provisions of the Axon Free Trial Agreement, this Addendum shall control and amend the contractual provisions of the Agreement to the extent of the conflict and any portion of such provision to the contrary is hereby deleted. ***THE TERMS OF THIS JOHNSON COUNTY CONTRACT TERMS ADDENDUM SHALL BE FULLY OPERATIVE AND HAVE PRIORITY OVER ALL OTHER DOCUMENTS AND TERMS AND ANY TERM TO THE CONTRARY IN OTHER DOCUMENT(S) PUT FORTH BY AXON IS HEREBY DELETED.***


APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



Christopher Boedeker
As Johnson County Judge

2-24-2025
Date

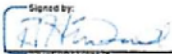
Attest: 

County Clerk, Johnson County



2-24-2025
Date

AXON: Axon Enterprise, Inc.

Signed by: 

Robert Driscoll,
Deputy General Counsel

2/10/2025 | 10:21 AM MST

Date