



COLLIN COUNTY

Office of the Purchasing Agent
2300 Bloomdale Road
Suite 3160
Mc Kinney, Texas 75071
www.collincountytx.gov

November 6, 2023

Axon Enterprise, Inc.
17800 N 85th Street
Scottsdale, AZ 85255

RE: Award of 2023-301, Firearms, Conducted Energy Weapons and Accessories through cooperative contract
Sourcewell 092722-AXN

Dear Mr. Griffiths:

Collin County has awarded the above referenced solicitation to your company per Court Order No. 2023-1090-11-06. It is understood all terms, conditions and prices will be held firm per the terms and conditions of cooperative contract Sourcewell 092722. Pricing will reflect a percent off catalog. The contract term begins upon date of award and continues for one (1) year. The County will have the right and option to extend the term of the contract for two (2) additional one (1) year periods upon the same terms and conditions. The County will also have the right and option to terminate the contract upon thirty (30) days written notice.

This is a notification only, purchase orders will be issued on an as needed basis. The delivery address for orders will be printed on each purchase order issued.

A purchase order is required for all products or services ordered. Do not deliver any products or perform any services without a purchase order.

Invoices should be e-mailed to the Collin County Auditor's office at accounts payable@collincountytx.gov and to the department contact, Marie Chacon at mchacon@co.collin.tx.us and Rebecca Zimmerman at zimmerman@co.collin.tx.us. Please ensure that the appropriate purchase order number is on all invoices.

Please acknowledge receipt of this letter, as indicated below, and e-mail it to Sophia Vilca Madrid at svilca@co.collin.tx.us or fax to 972-548-4694.

Robert E. Driscoll, Jr.

12/22/2023 | 4:42 PM MST

NAME

DATE

DocuSigned by:

VP, Assoc. General Counsel

SIGNATURE

TITLE

Thank you for your interest in serving our needs. We look forward to a successful business relationship. If you have any further questions, please contact me at 972-548-4107 or svilca@co.collin.tx.us.

Sincerely,

Sophia Vilca Madrid
Buyer II

Copy to:
File

ID APPLICATION AND SUBSCRIBER AGREEMENT

This Subscriber Agreement ("Agreement") is entered into on the date indicated below, by and between Interactive Data, LLC ("ID") and Collin County ("Subscriber"). The Agreement is effective on the date of approval of the Application by ID.

- License.** ID grants Subscriber a non-exclusive, nontransferable, revocable license to obtain and use various information products and services provided by ID ("Services") for Subscriber's internal use subject to the terms and conditions of this Agreement.
- Compliance with Laws.** Subscriber shall comply with all laws and regulations that govern the use of the Services and information provided therein. Subscriber understands that the Services contain sensitive information governed by certain state and federal laws, including the Gramm-Leach-Bliley Act (15 U.S.C. § 6801-6809) ("GLBA") and The Driver's Privacy Protection Act (18 U.S.C. § 2721-2725) ("DPPA"), all of which the Subscriber certifies to comply. If Subscriber desires to access Services governed by the GLBA, Subscriber certifies that it will request, access and use such Services solely for the specific use(s) listed below and enumerated in Section 6802(e) of the GLBA, as interpreted by competent regulatory, legislative and judicial authority.
 - As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer;
 - To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability;
 - For required institutional risk control, or for resolving consumer disputes or inquiries;
 - For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer;
 - For use solely in Subscriber's fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer;
 - To the extent specifically permitted or required under laws other than the GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety; or,
 - To comply with federal, state, or local laws, rules, and other applicable legal requirements.

If Subscriber desires to access Services governed by the DPPA, Subscriber certifies that it will request, access and use such Services solely for one of the DPPA permissible use(s) listed below:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
 - Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
 - Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court or agency, or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
 - Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities or antifraud activities.
 - Use by any licensed private investigative agency or licensed security service for any purpose described above.
- ID is not a "consumer reporting agency," and its Services do not constitute "consumer reports," as these terms are defined by the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) ("FCRA") or similar state statutes. Accordingly, Subscriber represents and warrants that the Services will not be used, in whole or in part, as a factor in determining an individual's eligibility for credit, insurance, employment, or for any other eligibility purpose permitted by the FCRA.

- NoWarranties.** ID makes no warranties of any kind, express or implied, as to the Services, including, without limitation, those as to accuracy, currentness, completeness, timeliness, or quality, warranties of merchantability and fitness for a particular purpose, and those warranties that might be implied from a course of dealing, course of performance or trade usage. The Services are provided "AS IS".
- Termination.** Except as otherwise provided by mutual written agreement of the parties, either party may terminate this Agreement at any time.
- Indemnification; Limitation of Liability.** To the fullest extent allowed by law, ID shall indemnify and hold harmless Subscriber from any third-party claims that ID's Services violate, misappropriate, or infringe upon the U.S.-based intellectual property rights of a third-party.

With respect to the immediately preceding indemnity obligation, the following, additional limitations/exclusions apply. ID shall have no duty to indemnify Subscriber from any claims that arise from or in connection with: (i) Subscriber's use of the Services contrary to the terms of this Agreement; (ii) Subscriber's modification or alteration of the Services, or combination of the Services with other information not furnished by ID; (iii) ID's compliance with design specifications provided by or on behalf of Subscriber; or (iv) alleged infringement, misappropriation or violations of foreign (e.g., non-U.S.-based) intellectual property rights. Further, if ID determines that the Services may infringe upon a third party's intellectual property rights, ID may (at ID's sole discretion): (a) modify the Services so that they are non-infringing; (b) replace the Services with equivalents that are non-infringing; or (c) terminate the Agreement.

Subscriber agrees to indemnify, defend, and hold harmless ID, and its parents, subsidiaries, affiliates and representatives, from and against any and all claims, damages, and liabilities relating to Subscriber's use of the Services or any breach of this Agreement by Subscriber. In no event shall ID's liability for direct damages exceed the fees paid by Subscriber for the three (3) month period preceding the claim. ID shall not be liable for any other costs, expenses or damages, including indirect, consequential, or punitive damages only to the extent allowed by law.

The Party entitled to indemnity shall provide prompt, written notice to the indemnifying Party of any covered claim, and the indemnifying Party shall have the sole right to dictate strategy and other decisions for the defense and/or settlement of the claim, except that consent of the indemnified Party shall be required for any settlement or consent judgment admitting to the fault or wrongdoing of the indemnified Party (and such consent shall not be unreasonably withheld, conditioned, or delayed).

- Fees.** Subscriber agrees to pay all applicable fees and charges for Services, including any applicable governmental taxes, duties or other charges. If Subscriber enters into a term agreement (including by execution of a subsequent amendment to this Agreement), and Subscriber breaches the Agreement, including, without limitation, failure to make payment, then all fees and charges applicable to the remainder of the term of the Agreement shall be deemed earned and immediately due and payable from Subscriber. Notwithstanding, Subscriber shall have no obligation to pay for Services accessed during any applicable free trial period.
- Account Administrator.** Subscriber agrees to designate an appropriate account administrator to ensure compliance with this Agreement by all employees granted access by Subscriber. The account administrator will: (i) restrict access to the Services to only those employees who have a need as part of their official duties; (ii) monitor employees' use of the Services; (iii) maintain and enforce policies governing

appropriate use of the Services; (iv) record the identities of all current employees with access to the Services and all former employees who have previously accessed the Services; (v) ensure that each employee uses only his/her assigned username and password to access the Services; and (vi) immediately terminate

employee access when the employee is no longer employed by the Subscriber, no longer has a need to access the Services to perform the employee's official duties, or when the employee is suspected of improper access to or use of the Services. If Subscriber suspects or becomes aware of unauthorized access to the Services, Subscriber will immediately notify ID at incident@id-info.com.

8. **Audit.** In order to ensure compliance with this Agreement and applicable laws, rules and regulations, including the GLBA and DPPA, ID may conduct periodic reviews of Subscriber's use of the Services and may, upon reasonable notice, audit Subscriber's records, policies and procedures relating to Subscriber's account. Subscriber will provide reasonable cooperation and all documentation reasonably requested by ID.
9. **Entire Agreement.** This Agreement, the Application, the Terms and Conditions located at <http://ididata.com/termsandconditions.pdf>, and any executed Rider are all incorporated by reference and constitute the entire agreement between Subscriber and ID regarding the Services. Regardless of anything contained in the terms and conditions, ID and this particular Subscriber agree as follows:
 - Any references to 16 C.F.R. § 314.4 shall be satisfied if Subscriber maintains and complies with an information security program that meets the statutory and regulatory requirements applicable to Subscriber as a governmental entity.
10. **Expenses for Enforcement.** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.
11. **Venue.** This agreement will be governed and construed according to the laws of the State of Texas.
12. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
13. **Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

I certify that I have read and agree to this Agreement, the Application, and the Terms and Conditions, that I am authorized to execute this Agreement on behalf of Subscriber, and that all information that I have provided is true and correct. All of the foregoing is accepted and agreed to by:

[Subscriber's Signature & Subscriber's Witness's Signature on following page]

Collin County

DocuSigned by: Company Name ("Subscriber") <i>Michelle Chamroski</i>	12/28/2023
Authorized Signature <i>Michelle Chamroski</i>	Purchasing Agent
Type or Print Name of Authorized Signer	Title

Collin County Court Order 2023-1273-12-18

Witnessed by:
(Note: Witness can be anyone employed by the Subscriber.)

DocuSigned by:

Marci Chrismon

Signature of Witness
Marci Chrismon

Type or Print Name & Title of Witness

Please complete application in full and return along with required supporting documents to app@ididata.com

APPLICATION

BUSINESS TYPE: LAW ENFORCEMENT	
COMPANY NAME: Collin County	MAIN PHONE NUMBER (must match supporting documentation): 972-547-5122
PHYSICAL ADDRESS: 4300 Community Ave	CITY/STATE/ZIP: McKinney, TX 75071
COUNTY: Collin	WEBSITE:
PRIMARY ADMIN (OR USER) FULL NAME: Vesta Winkler	PRIMARY ADMIN (OR USER) EMAIL ADDRESS: vwinkler@co.collin.tx.us

IMPORTANT: Upon approval of your application, you will be permitted to access ID Services only for the use cases detailed below. If you have additional needs, please contact your sales representative.

- Fraud prevention
- Witness and victim locating
- Apprehending criminals
- Verification of applicant and employee information (but not for any eligibility purpose permitted by the FCRA)
- Locating fraud victims
- Legal process service